

**City of Maumee
Municipal Planning Commission
Meeting Minutes**

Commissioners: Berres, Calverley, Deye, Rife, Motyka, and Yurysta

Monday, November 24, 2025	7:00 PM	Council Chambers
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Call to order and roll call: Berres, Calverley, Deye, Rife, Motyka, Yurysta.

Motion to approve minutes of the October 27, 2025 meeting was made by Commissioner Rife, seconded by Commissioner Calverley. Roll Call: 5 voted yea, 1 abstained; so the motion carried.

NEW BUSINESS:

The meeting commenced with the presentation of the Master Plan by Yard &Co's Daniella Beltran, first giving some background on the project with the planning overview and goals, then following with the Power Point presentation, review of tasks to meet goals and objectives, and 10 year plan of organizing projects- noting the importance of zoning and the Design Review Board.

Commissioner Rife made a motion to close the public hearing; Commissioner Motyka seconded the motion. All in favor, so the motion carried.

Commissioner Deye moved to recommend the proposed Master Plan to Council to include three readings; Commissioner Motyka seconded the motion. All in favor, so the motion carried.

Next on the agenda were ordinances 036-2025 and 037-2025, both pertaining to data centers and an extensive discussion surrounding permitted vs. conditional use, opposition to and proponents for the data centers in the area. Three readings were recommended as the ordinances were to be presented to Council. Law Director, Alan Lehenbauer, explained data centers as a permitted use in zoning from 2010, recommending tabling the ordinances in order to tour New Albany data center and gather more information before changing code and determine which provisions should be allowed. While some expressed concerns with rushing through and needing more direction, others had concerns with waiting and not having any conditional provisions to allow due diligence.

Commissioner Rife moved to close the public hearing; Mr. Calverley seconded the motion. All in favor, so the motion carried.

Commissioner Motyka moved to amend the language of Section 1125.10 of the Maumee Codified Ordinances and make data centers a conditional use- Ord 036-2025; Commissioner Deye seconded the motion. 4 voted yea, 2 voted nay (Rife, Yurysta); so the motion carried.

Commissioner Motyka move to approve and recommend ordinance 037-2025 to Council (primary use add in for C4 and M1); Commissioner Berres seconded the motion. 4 voted yea, 2 voted nay (Rife, Yurysta); so the motion carried.

The last item on the agenda was ordinance 038-2025 in regard to solar systems. Commissioner Deye had requested that this ordinance be sent to SolSmart for review to ensure that recommendations align. Discussion regarding next meeting date occurred with a motion to delay until January was made by Commissioner Rife, seconded by Commissioner Motyka. All in favor, so the motion carried.

Motion to adjourn made by Commissioner Berres, seconded by Commissioner Calverley. All in favor. Motion carried and adjourned at 8:44pm.

Approved:

Attest:

**City of Maumee – Finance & Economic Development Committee
Meeting Minutes**

Date: November 25, 2025

Time: 8:00 AM

Location: City Hall / Council Chambers

1. Call to Order and Roll Call

Mrs. Puffenberger called the meeting to order at 8:00 AM.

Roll Call:

- Barrow, Harris, Puffenberger

Also in attendance were: Jennifer Harkey, Finance Director; Donna Helle, Asst. Finance Director; Matt Miles, Capital Projects Manager; Matt Griggs, Public Service Director; Alan Lehenbauer, Law Director; Curt Smith, IT Manager; Kasey Van Wormer, Municipal Clerk; Chelsea Ziss and Phil Leinbach, Council Members; Scott Sund and Isiah Gonzales, Council elect; Ric and Sue Hardy, Paula Jones, John Sayre and Dave Ross, residents.

2. Agenda Item: Sewer Payment Lien Program Discussion

Overview:

The committee discussed the logistics and policy surrounding payment methods for sewer lateral repair work under the city's assistance program.

Key Discussion Points:

A. Payment Options for Homeowners

1. City Pays Contractor Directly

- Payment issued after work is completed and inspected.
- Requires a signed agreement between contractor and homeowner.
- No upfront payment required from the homeowner.
- Designed to assist residents with limited financial resources.

2. Homeowner Pays Contractor, Then Gets Reimbursed

- Homeowner pays out-of-pocket.
- City reimburses after invoice approval.
- Preferred by residents who can afford upfront costs.

B. Legal and Financial Considerations

- No legal or financial objections were raised regarding either payment method.
- Finance staff confirmed that issuing a single payment post-inspection is manageable.

C. Contractor Expectations

- Some contractors are comfortable with delayed payments.
- Contractors must agree to itemized invoicing and delayed payment terms.
- Additional work beyond city scope must be invoiced separately to the homeowner.

D. Simplification and Equity

- Committee members supported removing income-based restrictions on payment method eligibility.
- Simplifying the process was seen as beneficial for both residents and administrative staff.
- The grant application process will still require income documentation to determine eligibility for funding, but not for determining payment method.

E. Administrative Needs

- A new form must be developed for contractors to acknowledge delayed payment terms.

- Clear communication with contractors and homeowners is essential to avoid confusion.
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Public Comments & Resident Input

- Residents expressed support for the city paying contractors directly, especially for those on fixed incomes.
 - Concerns were raised about potential delays in permitting and inspections.
 - Residents emphasized the importance of trust and transparency in the process.
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3. Action Items & Next Steps

Mrs. Puffenberger made a motion to recommend to Council the amended sewer remediation program (power point) to adjust the wording regarding the conditional waiver of lien. Mr. Barrow seconded the motion. All in favor, so the motion carried.

- **Develop contractor agreement form** outlining payment terms and responsibilities.
 - **Clarify and document** the two payment pathways in program materials.
 - **Add related topics** (e.g., new homeowner eligibility, appeals process) to the upcoming Committee of the Whole agenda.
 - **Review inspection and permitting delays** with the Building & Inspection Department.
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4. Adjournment

Mr. Harris moved to adjourn at 830am, Mr. Barrow seconded the motion. All in favor, so the motion carried.

Finance and Economic Development Committee Meeting
December 2, 2025

Meeting called to order at 8:01am.

Roll call: Barrow, Puffenberger.

Also in attendance: Jennifer Harkey, Finance Director; Donna Helle, Asst. Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Safety Director; Nancy Gagnet, Public Information Officer; Kasey Van Wormer, Municipal Clerk; Chelsea Ziss, Mayor; Matt Miles, Capital Projects Manager; Isiah Gonzalez, Dave Poepplemeier, and Scott Sund, Council Elect; and John Sayer, Dave Ross, and Paula Jones, residents.

Mrs. Puffenberger commenced the meeting with a review of the 2026 Operating Budget/Capital Projects, beginning discussion with the "sidewalk fund". Explanation of the old program was given, noting the manual assessment as time consuming and inefficient. With only \$87k in the fund now, it cannot fix much of any area. While the most effective way to replace sidewalks would be to start in full sections so new sidewalks are not "peppered" in, the code states that sidewalks are the homeowner's responsibility.

The next item was curb and paving of the West Mews, noting it had been ear tagged, not actually assessed yet. This will include some landing spots for tent set up and should be replaced versus pieced together.

The Maumee Police Department parking lot repaving and restriping was next up, noting it had been put off in lieu of the Uptown Project and continued to have drainage issues, requiring excavation to fix with surface and full depth repairs then repaving. Decisions will need to be made as to priority of projects.

Continuing on the list of projects, it was noted that the Gateway signage can wait, Elco Rd is a special assessment, lights were already on the way for the Thackeray crossing, and the Arrowhead road extension with ODOT was still being worked on. Of further discussion, the bike path at Beaver Creek was part of a development agreement, consideration of possible prairie at 20A interchange vs. elaborate design and landscaping with irrigation, attention needed at Key St (reconfiguration), and the streetlights at Ford and Dussel were recommended for safety by police and furthered conversation regarding Toledo Edison owned vs. city owned streetlights.

Discussion of the mowing contracts involved possible seasonal staff to offset costs, staff to plant trees, what has been done in the past, equipment needs and review of current mowing locations. Next was a brief discussion of façade grants, noting that the Holmes grant did not go to Council for approval and the need to revisit the parameters of the program and consideration of a residential portion to correspond with Master Plan's recommendation of porches, patios, and courtyards.

Briefly touched on were staffing and community support (Maumee Senior Center and Wolcott).

Mr. Barrow moved to adjourn at 9:30 am. Mrs. Puffenberger seconded the motion. All in favor, so adjourned.

The Charter Review Advisory Commission met on Monday, December 8, 2025 at 5:30pm. Present were commission members Rich Carr, Gretchen Fayerweather, Allison Fiscus, Karla Lewis, and John Sayre.

Mr. Carr moved to approve the meeting minutes from 10.7.25, Ms. Fayerweather seconded the motion. All in favor, so the motion carried.

An item was added under Old Business; Mrs. Fiscus reported that we had heard back from the Ethics Commission and Mrs. Fiscus was cleared to discuss matters of recall and term limits with the commission.

The first order of business was establishing a meeting schedule for 2026. The consensus was to meeting on the following dates at 530pm in Council Chambers:
January 8, January 22, February 5, February 19, March 5, March 19, April 2, and April 16.

Next item of discussion was the authority for hiring/firing of employees, setting job responsibilities and compensation (Mayor w/ subject to council confirmation compared to City Admin and Directors) and ramification of having termination information part of a public record. Mr. Carr moved to enter executive session at 5:56pm for the purpose of discussion of personnel issues. Mr. Sayre seconded the motion. All in favor, so the motion carried.

Mr. Carr moved to exit executive session at 6:09pm, Mrs. Fiscus seconded the motion. All in favor, so the motion carried. It was agreed that Mr. Lehenbauer would refer the recommendation from the commission on ordinance changes that clarify the reporting structure of city administration (directors, managers, council, mayor) back to the mayor for consideration.

The meeting resumed and discussion regarding changes to the language in the Charter were reviewed which included military leave, recall, term limits, and primary election date, as well as whether the changes would be made individually or lumped together. Discussion and proposed language changes/review to begin in January along with plans for publication of changes (what's required and in the best interest of communication with residents). Will dive into details on the topic of term limits at first January meeting. Mr. Lehenbauer will work on proposed language changes and Mr. Sayre will provide links of reference for information he wanted to share with the commission.

Mrs. Fayerweather moved to adjourn at 6:22 pm. Mrs. Lewis seconded the motion. All in favor, so adjourned.

Finance and Economic Development Committee Meeting
December 9, 2025

Meeting called to order at 8:11am (technical difficulties with livestream).

Roll call: Barrow, Harris (via phone), Puffenberger.

Also in attendance: Jennifer Harkey, Finance Director; Donna Helle, Asst. Finance Director; Alan Lehenbauer, Law Director; Matt Griggs, Public Safety Director; Nancy Gagnet, Public Information Officer; Kasey Van Wormer, Municipal Clerk; Chelsea Ziss, Mayor; Matt Miles, Capital Projects Manager; Phil Leinbach and Jon Fiscus, Council Members; Dustin Sautter, Acting Water Supervisor; Joe Mikolajczyk, Sewer Supervisor, Jacob Isaacson and Brad Nofzinger, Asst. Sewer Supervisors; Isiah Gonzalez and Dave Poepplemeier, Council Elect; and John Sayer, Ric Hardy, residents.

Mrs. Puffenberger commenced the meeting with the topic of 2025 budget amendments for increased appropriations to fund 211 for road striping and fund 777 for health insurance.

Mr. Barrow moved to recommend the increased appropriations to Council, Mrs. Puffenberger seconded the motion. All in favor, so the motion carried.

Next was the water and sewer capital discussion (handout), noting the green highlighted lines were OPWC funded and the yellow highlighted lines were sewer remediations. The sewer fund will accumulate then deplete, noting it is funded by rates; a forecast for water and sewer is expected to be post on the website by the end of the week.

In regard to sewer remediation, the topics of home sales and deadlines for commitment forms was debated with concerns for how buyers will be notified, how much time they will have after closing, how this information will be disseminated, and what parameters/circumstances will qualify and for how long. It was agreed upon that multiple touch points need to occur to get the message out for last minute inspection sign up and submission of commitment forms with the City intending to send texts, information in water bills, mailers/letters to each residence, and information in the newsletter. Home sales will qualify for the 2025 rates between 1/1/26 and 12/31/26 if the homebuyer signs up for inspection within 30 days of closing.

With the commitment forms, Mr. Miles stressed that we cannot afford to delay. There has been a recent surge with the deadline approaching, however, each delay has a domino effect with dates and would result in the need for tanks should more delays occur.

Mrs. Puffenberger moved to recommend to Council that for 2026 Maumee home buyers, the 2025 sewer remediation rates would be extended if they scheduled their sewer inspection and signed the commitment form within 30 days of closing. Mr. Barrow seconded the motion. All in favor, so the motion carried.

Mrs. Puffenberger moved to recommend to Council that the deadline for commitment forms be moved to January 31, 2026 for last communication efforts to reach residents in order to qualify for the 2025 rates. Mr. Barrow seconded the motion. All in favor, so the motion carried.

Finally, some small modifications to the 2026 operating budget were reviewed since 12.2.25 discussion, noting that adjustments will be made prior to the passage of the permanent budget in March. A preliminary review is available in OpenGov. Revisited façade grant concerns to be further discussed with Council. Mrs. Puffenberger moved to adjourn at 9:29 am. Mr. Barrow seconded the motion. All in favor, so adjourned.

ORDINANCE NO. 039 –2025

AN ORDINANCE AMENDING CHAPTER 184 OF THE MAUMEE CODIFIED ORDINANCES AND ORDINANCE 032-2023 ENVIRONMENTAL AND TREE ADVISORY COMMISSION

WHEREAS, The City of Environmental and Tree Advisory Commission has proposed changes to Chapter 184 which is part of the City of Maumee Code.

WHEREAS, Council has reviewed and approves the recommended changes to the Maumee code as set forth herein.

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

SECTION 1. Chapter 184 of the Maumee Codified Ordinances and Ordinance 032-2023 are hereby amended as follows

- 184.01 Intent and purpose.
- 184.02 Membership.
- 184.03 Commission rules.
- 184.04 Responsibilities and duties as to Environmental and Tree Advisory Commission.
- 184.05 Conservation budget activity established.
- 184.06 Other sources of funding for conservation.
- 184.07 Severability.

184.01 INTENT AND PURPOSE.

The establishment of the Environmental and Tree Advisory Commission is to develop comprehensive, integrated environmental policies for implementation by the City to protect and enhance our air, water, land, trees, and public health. It shall help to set goals and policies for the City and community to continuously improve the tree canopy; all matters relative to care, preservation, pruning, planting, replanting, removal and disposition of trees and shrubs in public areas including parks and streets; improvement of the natural and built environment; education of the public; and any other environmental related issues in the City of Maumee. The commission will only act as an advisory group and does not have any regulatory authority. The Commission may develop a written plan for such purposes set forth herein, which plan may be adopted either as rules and regulations or as an ordinance by Council, or both. It shall not involve itself in individual site development reviews unless its opinion is requested by the Mayor, City Council, and/or the City Administrator. The City Council also hereby establishes the position of Environmental Sustainability Manager which shall report directly to the City Administrator.

184.02 MEMBERSHIP.

- (a) The Environmental and Tree advisory Commission shall consist of twelve (12) members. Eleven (11) members shall be nominated by the Mayor and confirmed by City Council, who shall be residents of the City and two of whom shall be City council members. The two (2) City Council members shall be voting members and shall serve as co-chairpersons of the Commission during their tenure. The City Administrator shall also serve as a permanent, non-voting member of the Commission, but shall have a vote in the event of a tie. All members shall serve without compensation. In making appointments of members of the Environmental and Tree Advisory Commission, the Commission may make recommendations to the Mayor, the Mayor shall ~~nominate-recommend~~, and City Council shall confirm, persons who, insofar as possible, have experience and/or an interest in protecting and enhancing the well-being of the environment, Maumee's tree canopy, and public health of the community.
- (b) Initially, the terms of office of the first Environmental and Tree Advisory Commission members appointed hereunder shall be fixed by the Mayor and City Council so that the terms of two (2) private citizen members will be for one (1) year, two (2) private citizen members will be for two (2) years, and two (2) private citizen members will serve three (3) years. Each of the two (2) City Council Members on the Commission shall serve three (3)-year terms. After the initial Commission is formed, all members thereafter will be appointed for three (3)-year terms. Each term shall end at the end of the calendar year of the current year in which that term is set to expire. If a vacancy occurs during the term of any member, their successor shall be appointed for the unexpired portion of said term.
- (c) Any commission member who misses three (3) consecutive meetings or more than fifty percent (50%) of the regular meetings on an annual basis may have cause for removal from the Commission.

184.03 COMMISSION RULES.

The Environmental and Tree Advisory Commission shall be co-chaired by the two (2) serving City Council Members. The Commission may establish rules of procedure for the conduct of the business of the Commission and shall hold at least eight (8) ~~six (6)~~ meetings per year.

All meetings shall be subject to the Maumee Charter Ohio law applies to records requests.

184.04 RESPONSIBILITIES AND DUTIES AS TO ENVIRONMENTAL AND TREE ADVISORY COMMISSION.

The Environmental and Tree Advisory Commission shall have the following advisory responsibilities: ~~if requested by a super majority of the City Council or the City Administrator:~~

- (a) To advise and make recommendations to the City Council and/or City Administrator regarding environmental policy and environmental issues.
- (b) To advise the City Council and City Administrator on all solid waste policies in the City of Maumee.

- (c) To advise the City Council and City Administrator regarding environmental aspects of alternative transportation issues, alternative fuel vehicles, bicycling improvements, and Clean City Program initiatives.
- (d) To advise the City Council and City Administrator on environmental risk and pollution control issues, including community right-to-know, air and water pollution, and indoor air quality.
- (e) To advise the City Council and City Administrator on all matters related to sustainable development, clean production, and environmental technologies.
- (f) To advise the City Council and City Administrator concerning effective advocacy for the City in regional, state, and federal environmental matters.
- (g) To advise the City Council and City Administrator on enhancing the awareness, understanding, commitment, and active involvement of local citizens in ensuring wise stewardship of the City's natural resources, now and in the future, through education, volunteerism, public/private partnerships, and incentive programs.
- (h) To coordinate and collaborate with commissions in other jurisdictions and other environmental organizations to address regional and state environmental matters to the extent such coordination and collaboration does not conflict with the interests of the City of Maumee.
- (i) To hold informational forums and public meetings on environmental issues and concerns as approved by City Council.
- ~~(j) To advise City Council and the City Administrator on matters relative to care, preservation, pruning, planting, replanting, removal and disposition of trees and shrubs in public area including but not limited to public property, parks and streets.~~
- ~~(j) To consider, investigate, make findings, report, and make recommendations regarding trees and shrubs to the City Administration.~~
- ~~(k) To hold regular and special meetings at which the subject of trees and shrubs insofar as it relates to the municipality may be discussed by members of the Commission, City Administration, City personnel, City Council, and all others interested in the tree program.~~
- ~~(l) To establish the recommended species and varieties of trees or shrubs to be planted in the tree lawns and all other public properties. All street tree species have been specified within the Maumee Street Tree Planting Design as of 2025 and this design shall be reviewed annually.~~
- ~~(m) To develop, implement, and update an Urban Forestry Management Plan for Maumee's public trees and shrubs. Maumee's Street Tree Planting Design shall be incorporated into the Urban Forestry Management Plan.~~
- ~~(n) To present on an annual basis a report to City Council and to provide a written report to the mayor for inclusion in the annual State of the City report.~~
- ~~(o) To disseminate news and information regarding the selection, planting, and maintenance of trees and shrubs within the corporate limits, whether the same be on private or public property.~~
- ~~(p) To implement a public Arbor Day observance annually.~~
- ~~(q) To continue tree education during one's term by attending either Ohio Division of Forestry's Regional Annual Conference or DOF's Tree Commission Academy.~~
- ~~(r) To conduct tree surveys and prepare and to keep updated a Street Tree Planting Design for all public streets, avenues, highways, parks, alleys, and other public places which, in~~

its opinion, effectuate the provisions of this chapter. Such plans or updates shall not become effective until approved by the Commission and City Council.

- (s) To recommend changes to the zoning code related to street tree plans for, including, but not limited to residential, commercial, industrial, institutional, planned business park, office, and service projects.

184.05 CONSERVATION BUDGET ACTIVITY ESTABLISHED.

- (a) Establishment of Budget Activity. There is further hereby established a "Conservation Fund" which may be appropriated each year by the City Council. All such monies as are appropriated to the conservation budget activity may be expended for such activities, from time to time, to carry out the powers and duties of the Commission. Provided, however, that any unexpended or un-appropriated balance in the conservation budget activity may, from time to time, be re-appropriated by the City Council for any such other public purposes as permitted by law which the City Council shall deem necessary or proper.
- (t) Private Funding. All funds raised through private donations shall be placed into the Conservation Fund and shall be expended for only activities as outlined in this chapter.
- (u) Continuing Education. The City of Maumee may provide financing for Commissioners and public staff to attend educational programs. Commission members and public staff will be encouraged to attend educational programs on urban forestry.

184.06 OTHER SOURCES OF FUNDING FOR CONSERVATION.

The City may accept monetary gifts, grants, donations, or awards for the purpose of carrying out the responsibilities of the Environmental and Tree Advisory Commission into the conservation fund. The Environmental and Tree Advisory Commission may work with nonprofit or other organizations to raise funds for projects and activities as approved by a ~~super~~ majority of the City Council. Crowd-funding, and other fundraising mechanisms may be used to solicit donations.

184.07 SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the decision shall not affect the validity of the remaining portions of this Chapter.

SECTION 2. Any Ordinance, parts of Ordinances or the Chapters of the Maumee 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, 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 December 1, 2025

Second Reading December 15, 2025

Third Reading and Motion

To Pass January 5, 2026

Motion to pass:

Second:

Yeas: Nays:

Passed January 5, 2026

Mayor Chelsea Ziss

Attest: Municipal Clerk

Approved as to form:

Law Director

ORDINANCE NO. 036 –2025

AN ORDINANCE AMENDING SECTION 1125.10 OF THE MAUMEE CODIFIED ORDINANCES, AND ORDINANCE 021-2025

WHEREAS, The City of Maumee Planning Commission has proposed additions to Codified Ordinance Section 1125.10 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 1105.08 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 1125.10 of the Maumee Codified Ordinances and Ordinance 021-2025 are hereby amended as follows:

1125.10 C-4 OFFICE, LABORATORY, AND RESEARCH DISTRICT.

The Office, laboratory, and Research District is intended to provide for a compatible mix of medical, office, multi-family residences, hotels, training facilities and other uses in a campus style development.

(a) Permitted Uses. Within the C-4 Office, Laboratory, and Research District, a structure or premises may be erected or used only for the following purposes:

- (1) Adult day care centers.
- (2) Banks, savings and loans, and financial institutions.
- (3) Businesses and facilities engaged in research activities.
- (4) Business support services establishment.
- (5) Child day care centers.
- (6) Corporate retreat center or training facility.
- ~~(7) Data processing centers.~~
- (7) Facilities for training personnel engaged in electronic equipment servicing, electronic equipment servicing and furnishing telephone company supplies.
- (8) Manufacturing or assembling or repairing electrical and electronic products, components, and equipment.
- (9) Meeting hall.
- (10) Motels for extended stay.
- (11) Offices for administrative and executive use for personnel engaged in general administrative, supervisory, purchasing, accounting and other functions related to office operations.
- (12) Offices for professional services, trades, or businesses.
- (13) Public structures not otherwise defined and regulated by this code or parking areas erected, leased or used by any department of a municipal, county, state or federal government. However, no outdoor storage of equipment or materials is permitted.
- (14) Research, engineering, testing and laboratories.
- (15) School: primary, intermediate and secondary; both public and private including Educational Institution.
- (16) Hospitals, medical offices and clinics.
- (17) Accessory structures and uses.
- (18) Dwellings: Multiple-family dwellings (see Section 1125.10 (g))
- (19) Retail Fuel Sales - fuel and convenience with or without food service or fast-food sales,

with or without car washes. May include charging stations.

(20) Townhomes: A development of attached one-family dwellings consisting of a minimum of eight (8) units per acre based upon gross acreage. Each unit shall be a minimum of two and one-half (2-1/2) stories in height, shall have a front and rear entrance to each dwelling, shall have an attached garage for each unit and meet Maumee standards including but not limited to site standards, paving standards, design standards and landscaping standards. The development shall have a maximum of two vehicular egresses. Planning Commission approval shall be required for the site plan. After Planning Commission approval, a development agreement shall be required.

(b) Conditional Uses Refer to Chapter 1134 (Conditional Use Regulations) for the process of obtaining a conditional use permit. The following conditional uses may be approved, provided they meet the general standards found in Section 1134.03 (General Standards for Conditional Uses) and any listed specific conditions in Section 1134.08 (Supplemental Requirements for Specified Conditional Uses):

- (1) Bus shelters.
- (2) Electric and telephone towers.
- (3) Gas regulator and meter stations.
- (4) Parking Areas: Extension of parking into contiguous zoning district parking areas.
- (5) Parking Areas: Joint use of an off-street parking area.
- (6) Public utility control facilities or structures.
- (7) Indoor commercial recreational facilities.
- (8) Towers and transmitting equipment for radio and television substations.
- (9) Vending machines in an outdoor location.
- (10) Independent Living Facility
- (11) Assisted Living Facility

(c) Lot Size and Yard Area Requirements. Minimum floor area requirements as set forth in Section 1125.14 shall apply to all structures hereafter erected, relocated, reconstructed or structurally altered within the C-4 Office, Laboratory, and Research District.

(d) Minimum and Maximum Floor Area Requirements and Bulk Regulations. Minimum floor area requirements and bulk regulations as set forth in Section 1125.14 shall apply to all structures hereafter erected, relocated, reconstructed or structurally altered within the C-4 Office, Laboratory, and Research District.

(e) Off-Street Parking, Loading and Storage Regulations. Off-street parking, loading and storage regulations as set forth in Chapter 1141 shall apply to all uses established within the C-4 Office, Laboratory, and Research District.

(f) Signs Permitted. Signs shall be permitted in the C-4 Office, Laboratory, and Research District in accordance with Chapter 1143.

(g) Multiple-family dwellings. A multiple-family dwelling except those set forth in section (21) above, constructed in a C-4 zoning district must meet the same requirements as a multiple-family dwelling unit constructed in an R-4 zoning district including all requirements for multiple-family dwellings contained in Chapters 1135, 1136, 1141, and 1145. Building and site design, materials and landscaping must be compatible with surrounding structures and area and shall be approved at the discretion of the Zoning Administrator (or designee). Building must be a minimum of four (4) stories. First floor finished ceiling height must be a minimum of twelve (12) feet and minimum nine (9) foot finished ceiling height in each story above the first. The preference is for commercial use of the first floor and residential use above the first floor. Dwellings may be on the first floor, but first floor construction must allow for easy conversion to accommodate the occupancy of other C-4 permitted uses. Any first-floor occupancy other than residential must be compatible with the residential use of the building and shall be approved at the discretion of the Zoning Administrator (or designee).

(12) Data Centers

SECTION 2. Ordinance 021-2025 and any Ordinances, 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.

First reading: December 1, 2025

Second reading: December 15, 2025

Motion to Pass:

Seconded:

Yeas: Nays:

Passed: January 5, 2026

Mayor

Attest:

Municipal Clerk

Approved as to form:

Law Director

ORDINANCE NO. 037 –2025

AN ORDINANCE AMENDING SECTION 1125.11 OF THE MAUMEE CODIFIED ORDINANCES, AND ORDINANCE 036-2023

WHEREAS, The City of Maumee Planning Commission has proposed changes to Codified Ordinance Section 1125.11 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 1105.08 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 1125.11 of the Maumee Codified Ordinances and Ordinance 036-2023 are hereby amended as follows:

1125.11 C-M COMMERCIAL-INDUSTRIAL DISTRICT.

The C-M Commercial-Industrial District is intended to provide for a compatible mix of commercial, multi-family residential, and industrial uses in a commercial-industrial park-like site or area. Such District shall contain not less than thirty (30) acres. Non-contiguous parcels and lots may be included in an original established site, provided that the acreage of such non-contiguous parcels and lots shall not be used in calculating the minimum requirement of thirty (30) acres for a C-M District and provided further that all other requirements of this Zoning Code are met. Contiguous parcels and lots may be added to an established district.

(a) Permitted Uses: Within the C-M Commercial-Industrial District, a structure or premises may be erected or used only for the following purposes:

(1) Any **primary** use permitted within the C-2 and C-4 Commercial Districts. (Excluding Medical Marijuana Facilities)

(2) Any **primary** use permitted within the M-1 Controlled Industrial District. (Excluding Medical Marijuana Facilities)

(3) Multiple-family dwellings. A multiple-family dwelling constructed in a C-M zoning district must meet the same requirements as a multiple-family dwelling unit constructed in an R-4 zoning district including all requirements for multiple-family dwellings contained in Chapters 1135, 1136, 1141, and 1145. Building and site design, materials and landscaping must be compatible with surrounding structures and area and shall be approved at the discretion of the Urban Planning Manager or City Administrator (or designee). Apartment buildings must be a minimum of four (4) stories. First floor finished ceiling height must be a minimum of twelve (12) feet and minimum nine (9) foot finished ceiling height in each story above the first. The preference is for compatible office or commercial use of the first floor with residential above the first floor. Dwellings may be on the first floor, but first floor construction must allow for easy conversion to accommodate the occupancy of other C-M permitted uses. Any first floor occupancy other than residential must be compatible with the residential use of the building and shall be approved at the discretion of the Urban Planning Manager (or designee). Multiple-family dwellings (including condominiums, garden apartments, and townhouses), two-family dwellings and zero lot-line single-family dwellings (one or two zero lot lines when two units adjoin and share a common wall) may be constructed that meet all requirements for multiple-family dwellings contained in Chapters 1135, 1136, 1141, and 1145 if approved by the Urban Planning Manager and City Administrator and that are consistent with the standards set forth in Section 1135.06 of the Maumee Codified Ordinances or as allowed in a development agreement..

(b) Conditional Uses: Conditional uses listed within the C-2, **C-4 and M1** General-Commercial Districts, if not otherwise permitted, may be permitted under the procedure contained in Chapter 1134.

(c) Lot Size and Yard Area Requirements: Minimum floor area requirements as set forth in Section 1125.14 shall apply to all structures hereafter erected, relocated, reconstructed or structurally altered within the C-M Commercial-Industrial District, except as may be modified by a development agreement.

(d) Minimum and Maximum Floor Area Requirements and Bulk Regulations: Minimum floor area requirements and bulk regulations as set forth in Section 1125.14 shall apply to all structures hereafter erected, relocated, reconstructed or structurally altered within the C-M Commercial-Industrial District, except as may be modified by a development agreement.

(e) Off-Street Parking, Loading and Storage Regulations: Off-street parking, loading and storage regulations as set forth in Chapter 1141 shall apply to all uses established within the C-M Commercial-Industrial District, except as may be modified by a development agreement .

(f) Signs Permitted: Signs shall be permitted in the C-M Commercial-Industrial District in accordance with Chapter 1143.

(g) Performance Standards: The performance standards set forth at Section 1125.08 (g) shall apply to the C-M Commercial-Industrial District, except as may be modified by a development agreement.

SECTION 2. Ordinance 036-2023 and any Ordinances, 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.

First reading: December 1, 2025

Second reading: December 15, 2025

Motion to Pass:

Seconded:

Yeas: Nays:

Passed: January 5, 2026

Mayor

Attest: _____

Clerk

Approved as to form:

Law Director

ORDINANCE NO. 041 –2025

AN ORDINANCE ADOPTING A MASTER PLAN FOR THE CITY OF MAUMEE

WHEREAS, The City of Maumee hired Yard and Company to prepare a Master Plan for the City of Maumee;

WHEREAS, The City of Maumee Planning Commission has proposed the adoption of the Master Plan as presented by Yard and Company on file with the Clerk for the City of Maumee and attached hereto as Exhibit A;

Whereas the Planning Commission conducted a public hearing on said Master Plan as required by the Maumee Codified Ordinances;

Whereas Council has reviewed said Master Plan and wants to adopt the same as the Master Plan for the City of Maumee.

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

SECTION 1. That the Master Plan on file with the Clerk and available on the City Website is hereby adopted as the Master Plan for the City of Maumee.

SECTION 2. The prior Master Plan is hereby repealed in part to reflect the adoption of the new master plan.

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.

First Reading December 1, 2025

Second Reading December 15, 2025

Motion to Pass: Second:

Yeas: Nays:

Passed January 5, 2026

Mayor

Attest:

Clerk

Approved as to form:

Law Director

City of Maumee DEPARTMENTAL REPORT

MEMO TO: City Council

FROM: Matthew Miles, Capital Projects Manager

DATE: December 15, 2025

RECOMMENDATION: Authorize the Mayor to enter a contract with Midwest Contracting, Inc. in an amount not to exceed \$180,600.00 for the Public Service Suite Renovation at the Municipal Building.

SUMMARY

Authorize a contract with Midwest Contracting, Inc. to provide renovation services which utilize the existing space to provide an adequate work environment for the Public Service administrative staff. Additionally, this contract includes work to replace worn and leaking fittings within the HVAC system and work to upgrade the suites electrical service to meet current building code requirements.

BUDGETARY CONSIDERATIONS

Funding for this project will be from 663 – Capital Building Improvements.

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

During the Administrative Suite renovations of 2025, the administrator sought to expand the project to be inclusive of the Public Service Suite. The employees vacated the suite and modified unused space in the dispatch center to continue operations. Public Service employees began demolition efforts within the suite, but no further action was taken and the suite remains in that condition. Staff has since analyzed the space and developed a floorplan which would better utilize the available area. That plan was provided to the JDI Group who was retained by the City to provide design and bidding services for the project. The replacement of leaking and outdated specialized fittings within the HVAC system and the upgrading of electrical circuits as required by Ohio Building Code were included in the design requirements. A request for bids was published per City guidelines and responses were received from six companies by this office. The JDI Group found all bids to be responsive. Midwest Contracting, Inc. was found to have submitted the lowest and best bid for the work. The City has successfully completed several contracts with Midwest in the past in addition to having positive interactions with the contractor during private development projects. The JDI Group has also had positive previous experience with Midwest. It is therefore the recommendation of the JDI Group and this office to award the contract to Midwest Contracting, Inc.

POSITIONS

Requested action is for Maumee City Council to authorize the Mayor to enter into this agreement with Midwest Contracting, Inc.

NOTICE OF AWARD

TO: Midwest Contracting, Inc.
1428 Albon Road
Holland, OH 43528

Project Description:

MUNICIPAL BUILDING, PUBLIC SERVICE SUITE RENOVATION

The OWNER has considered the BID submitted by you for the above-described WORK in response to its request for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

\$ 180,600.00.

You are required by the Information for Bidders to execute the Agreement and furnish the certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said certificates within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 15th day of December, 20 2025.

CITY OF MAUMEE (Owner)

By _____

Title Mayor

AGREEMENT

This Agreement is made this _____ day of _____, 20____ by and between the Lucas County Public Defender Commission and the City of Maumee.

WHEREAS, the Board of Lucas County Commissioners (hereinafter referred to as "the County") has created a Public Defender Commission pursuant to Ohio Revised Code Section 120.13; and

WHEREAS, the Lucas County Public Defender Commission (hereinafter referred to as "LCPDC") pursuant to Sections 120.04 and 120.13 of the Ohio Revised Code, may contract for public defender services for the legal representation of indigent persons; and

WHEREAS, the City of Maumee desires to be included within the plan for appointment of counsel in the Maumee Municipal Court pursuant to Ohio Revised Code Section 120.33, and

WHEREAS, the Villages of Waterville and Whitehouse desire to be included within said plan; and

NOW, THEREFORE, IT IS HEREBY AGREED:

1. That this contract will be in effect from January 1, 2026 to December 31, 2026.
2. The City of Maumee will pay "the County" Seven Thousand Nine Hundred and Fifty Dollars (\$7,950.00) for 2026. The City of Maumee shall deposit with Lucas County in March 2026 Seven Thousand Nine Hundred and Fifty Dollars (\$7,950.00) to cover the necessary expenses and cost of counsel to represent indigent persons charged with violations of municipal ordinances of the City of Maumee, the City of Waterville, the Village of Swanton, the Maumee Tax Department, and the Village of Whitehouse, which could result in the indigent's loss of liberty upon conviction.
3. The Lucas County Public Defender Commission (LCPDC) agrees that it will require the Toledo Legal Aid Society to furnish, upon request, to the City, on a quarterly basis, a list of criminal charges filed. Said list shall include the name of the indigents for whom representation was provided, the violation or violations with which the indigents have been charged, and the Municipal Court case numbers of said charges.
4. The LCPDC, at the City's request, agrees to review the Toledo Legal Aid Society operations and budget with the City.

5. It is further agreed that the contract shall be reviewed each year after July 1 and after October 1 in light of any standards that may be imposed by the State Public Defender Commission and to determine whether the advances called for under the contract are sufficient or insufficient for the purpose intended.

6. The Judge of the Maumee Municipal Court agrees to coordinate "Public Defender" day(s) for the Maumee Municipal Court with the Executive Director of the Toledo Legal Aid Society and the Judges of the Sylvania and Oregon Municipal Courts.

7. The Maumee Municipal Court agrees to furnish the LCPDC its latest completed annual report with a breakdown of cases by jurisdiction, which may be used as a factor for future public defender contracts.

8. Reimbursement by the City of Maumee for representation of such indigent persons may be by a contractual amount or a fee schedule, however, in either event such reimbursement shall not exceed the fee schedule in effect and adopted by the Lucas County Commissioners.

9. This Agreement shall provide for conformity with the standards of indigency and other rules and standards established by the Ohio Public Defender Commission and the State Public Defender.

10. Pursuant to OAC 120-1-72 (7), this contract provides that the Toledo Legal Aid Society shall compensate its staff employees, subcontractors and retained forensic experts at rates commensurate with their training, experience, responsibilities, and compensation paid to persons doing similar work in public agencies in the jurisdiction.

11. The Toledo Legal Aid Society shall provide that counsel under contract shall be available to eligible defendants at their request or the request of someone acting on their behalf as required by law, including but not limited to at police questioning, arraignment, formal charging, or indictment. 120-1-12(E)(11).

12. The contract shall provide that the Toledo Legal Aid Society maintain a case reporting and management information system from which data shall be available and provided to the Lucas County Public Defender Commission or state public defender upon request. 120-1-12(E)(13).

13. The Lucas County Public Defender Commission shall report the caseload data required by the Ohio Public Defender when submitting its monthly request for reimbursement. 120-1-12(E)(13).

14. Any such system shall be maintained independently from client files so as to disclose no privileged information. The case reporting and management information system shall be used to provide the Toledo Legal Aid Society, the Lucas County Public Defender Commission, and the Ohio Public

Defender Commission with caseload information sufficient to ensure compliance with the Ohio Public Defender Commission's rules, Chapter 120 of the Revised Code, and the Ohio public defender standards and guidelines 120-1-12(E)(13).

CITY OF MAUMEE, OHIO

By: _____
Mayor

By: _____
Municipal Clerk

By: _____
Director of Law

**LUCAS COUNTY PUBLIC
DEFENDER COMMISSION**

Jeffrey J. Madrzykowski, Chairman
On behalf of the entire Lucas County
Public Defender Commission
By Resolution

**APPROVED BY THE BOARD OF
COUNTY COMMISSIONERS,
LUCAS COUNTY, OHIO**
Resolution Number _____

Adopted _____

APPROVED AS TO FORM
Julia R. Bates, Prosecuting Attorney

By: _____
Assistant Prosecuting Attorney

Date: _____

City of MAUMEE



MEMO TO: Mayor and City Councilmembers
FROM: Matt Griggs, Public Service Director
DATE: December 15, 2025
SUBJECT: Authorize payment to FET Construction Services, LLC, in the amount of \$88,405.20.

Recommendation:

Authorize payment to FET Construction Services in the amount \$88,405.20 and amend the 2025 budget, transfer the appropriate funds, and authorize the Public Service Director to create a Then and Now Purchase Order to effectuate the payment.

On May 2nd, 2024, there was an automobile accident at the northwest corner of West Dussel Drive and Arrowhead Drive. This accident forced a vehicle into the City of Maumee traffic signal control cabinet causing the damage described in the attached invoices. City crews responded to the scene and requested FET to assist in getting the traffic signal operational again after the accident. They were able to temporarily remount the controller cabinet, but the damage was too significant, and the equipment needed to be replaced. FET was paid \$3,054.95 to cover the cost of the temporary repair and asked to provide a quote for replacement costs. The City received a quote May 20, 2024, to replace the equipment necessary to make the intersection fully function again that totaled \$88,405.20 and authorized FET to order the equipment. The work was completed in October of 2024, but the contractor did not invoice the City until March of 2025. The City contacted its insurance agent shortly after receiving the invoice in hopes of having them directly paid to FET but that has not happened yet. The City would like to pay the contractor directly to keep in good standing and will continue to pursue reimbursement from the insurance company.

City Administration recommends authorizing the payment with the expectation of being reimbursed by our insurance company. Your consideration and concurrence is appreciated.

MCG

FET CONSTRUCTION SERVICES LLC**2955 GRADWOHL RD
TOLEDO, OH 43617****Invoice**

Date	Invoice #
5/31/2024	7219

Bill To

CITY OF MAUMEE
DEPT OF PUBLIC SERVICES
400 CONANT ST.
MAUMEE, OH 43537

P.O. No.	Terms	Project
	Net 30	24761 CO Maumee Dussel/...

Quantity	Description	Rate	Amount
	SERVICE CALL ON 5/2/24 TO W. DUSSEL AND ARROWHEAD - CAR ACCIDENT TOOK OUT CABINET AND BATTERY BACKUP. DISCONNECTED BATTERIES, CUT RISER OFF. ABLE TO TEMP. REMOUNT CABINET AND REWIRE. UPON START UP - REPLACE FLASHERS - (2) BIU AND MMV. VIDEO DETECTION PANEL BASED DESTROYED. ADJUSTED SIGNAL TIMINGS FOR RECALL STATUS.		
10	LABOR HOURS TSL FOREMAN AND SERVICE TRUCK	158.54	1,585.40
5	LABOR HOURS TSL JOURNEYMAN AND SERVICE TRUCK	134.06	670.30
1	MATERIAL - FLASHER	41.00	41.00
2	MATERIAL BIU	327.00	654.00
	MATERIAL 15% MARKUP	104.25	104.25
	Sales Tax for Lucas County and Ohio State	7.75%	0.00
		Total	\$3,054.95

Phone #	Fax #	E-mail
419-726-6466	419-726-6477	admin@fetconstructionservices.com



2955 Gradwohl Rd
Toledo, Oh 43617

Quotation

FET Construction Services LLC

Electrical Contractors & Engineers

Phone: (419) 726-6466

Fax: (419) 726-6477

DATE: 5/20/2024		OWNER OR CONTRACTOR: Maumee
PROJECT:		ARCHITECT: 68 252.00
LOCATION: W. Dussel and Arrowhead		DRAWINGS OR DESCRIPTION: Material only quote
ATTENTION: Matt Griggs		
ITEM	WE PROPOSE TO PROVIDE THE FOLLOWING:	PRICE
1	To replace the equipment that was damaged from the accident on 5/2/24.	
1	Remove temp controller and replace with new one	
	controller material	\$23,153.40
	labor for controller	\$4,047.70
1	Install radio controls into new cabinet	
	Material only	\$1,526.10
	Labor for radio controls	\$1,245.50
1	Install new battery backup	
	Material only	\$8,193.50
	Labor only for battery backup	\$311.00
1	Remove existing (4) cameras from poles and install new autoscope system with wire and (4) new cameras due to out-dated equipment	
	Material only	\$35,373.00
	Labor for cameras only	\$13,077.00
2	LEOs when signal is down due to controller change	\$1,472.00
Subtotal		\$88,405.20
Sales Tax (if applicable)		
TOTAL QUOTATION		\$88,405.20

WHEN THIS PROPOSAL IS SIGNED BY PURCHASER IT BECOMES A CONTRACT BETWEEN PURCHASER AND FET CONSTRUCTION SERVICES, LLC. WE WILL NOT BE LIABLE FOR ANY DELAYS CAUSED BY ACT OF GOD, GOVERNMENT, FIRE, FLOOD, LABOR DISTURBANCES, TRANSPORTATION DIFFICULTIES OR OTHER CAUSES BEYOND OUR CONTROL.

1. Price escalation language - Our pricing is based on commodity price levels as of date of quotation. Due to the volatility in the commodities such as copper, steel, resins (PVC) etc, we will ask that the general contractor share in the risk of project cost increases due to increases in these commodities. In turn we would intend to share in any cost savings to the project that would be available due to decreases in these commodities. This proposal will remain valid for a maximum of 30 days.

2. COVID language - Please be aware the Coronavirus pandemic may have an impact to normal business and execution of the FET contract may be entitled to cost compensation, time extension, or other reasonably required contract adjustment, if any consequences whether directly or indirectly resulting out of or in connection with the coronavirus outbreak, lead to delays in delivery of good or services or otherwise affect FET Construction Services contractual obligation or duties.

SIGNED: _____

FET Construction Services LLC

TITLE: _____

FET CONSTRUCTION SERVICES LLC**2955 GRADWOHL RD
TOLEDO, OH 43617****Invoice**

Date	Invoice #
9/30/2024	7392

Bill To

CITY OF MAUMEE
DEPT OF PUBLIC SERVICES
400 CONANT ST.
MAUMEE, OH 43537

P.O. No.	Terms	Project
	Net 30	24766 CO Maumee W Duss...

Quantity	Description	Rate	Amount
	TO REPLACE THE EQUIPMENT THAT WAS DAMAGED FROM THE ACCIDENT ON 5/2/24 VIDEO DETECTION WAS RUINED AS WELL AS CABINET AND BATTERY BACKUP. LABOR, MATERIAL AND EQUIPMENT TO REPAIR INTERSECTION PER QUOTE DATED 05/14/24	68,252.00	68,252.00
	Sales Tax for Lucas County and Ohio State	7.75%	0.00
		Total	\$68,252.00

Phone #	Fax #	E-mail
419-726-6466	419-726-6477	admin@fetconstructionservices.com

FET CONSTRUCTION SERVICES LLC**2955 GRADWOHL RD
TOLEDO, OH 43617****Invoice**

Date	Invoice #
3/31/2025	7661

Bill To

CITY OF MAUMEE
DEPT OF PUBLIC SERVICES
400 CONANT ST.
MAUMEE, OH 43537

P.O. No.	Terms	Project
	Net 30	24766 CO Maumee W Duss...

Quantity	Description	Rate	Amount
	PER QUOTE DATED 5/20/24 TO REPLACE EQUIPMENT THAT WAS DAMAGED BY ACCIDENT	88,405.20	88,405.20
	LESS PREVIOUS BILLED	-68,252.00	-68,252.00
	Sales Tax for Lucas County and Ohio State	7.75%	0.00
		Total	\$20,153.20

Phone #	Fax #	E-mail
419-726-6466	419-726-6477	admin@fetconstructionservices.com

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
MAUMEE INDOOR THEATER

THIS CUSTOMER MARKETING AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of December, 2025 (the “Effective Date”), by and between CCBCC OPERATIONS, LLC (“CCBCC”), and Maumee Indoor Theater (“Customer”). This agreement will conclude on the 31st day of December, 2030 per the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCBCC and Customer hereby agree as follows:

1. Product Sale and Distribution.

- (a) General. During the Term as defined in Section Term and Termination of this Agreement, Customer shall (i) merchandise, advertise, display, vend, sell and otherwise distribute, all at retail (collectively, hereinafter referred to as “distribute” or “distribution”), sparkling and still non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared, including, without limitation, all carbonated soft drinks, noncarbonated drinks, juices and juice drinks, teas and tea drinks, packaged waters, energy drinks, isotonic and sport performance beverages, vitamin/mineral enhanced waters, and nutritional supplement beverages, that are (A) marketed under trademarks or brand names owned or controlled by or licensed for the use of CCBCC or an Affiliate (as defined below) thereof and (B) customarily and regularly distributed by CCBCC in the ordinary course under comparable circumstances at the then subject time (the “Products”) and (ii) obtain all of its requirements for Products from CCBCC. Customer shall distribute the Products in the manner set forth herein and shall use its best efforts to maximize the sales of, and revenue from, the Products. Such distribution shall be carried out at the locations specified on Exhibit A (the “Locations”). The brands and package forms for the Products to be distributed shall be determined by CCBCC in its discretion after consultation with Customer. CCBCC is entering into this Agreement with the understanding that it will have the flexibility to sell a range of beverage brands and packages that meet consumer demand and maximize sales volume and revenue, and any restriction on CCBCC’s rights to determine brands and package forms, whether as a result of actions or orders by Customer or any third party (including any governmental authority), shall be deemed a material breach of this Agreement. As used herein, “Affiliate” means, with respect to any specified entity or person, any other entity or person that, directly or indirectly, controls, is controlled by or is under common control with such specified person or entity, where “control” means, as to any entity, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting equity, by contract or otherwise.
- (b) Direct Sales Vending Machines. If any, Customer shall stock all self-operated, coin and bill and/or cashless vending machines, if any, placed at the Locations by CCBCC (Direct Sales Vending Machines) in accordance herewith. Products sold through Direct Sales Vending Machines shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, all Products in such Direct Sales Vending Machines (and all cash and other proceeds from sales of such Products) shall be the property of Customer, with Customer having all attendant risk of loss and ownership obligations.
- (c) Direct Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and other non-vending machine vehicles of distribution (collectively, for convenience of reference, Cold Cases). Products sold through Cold Cases shall be purchased by Customer from CCBCC as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any and all minimum sale requirements on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.
- (d) Delivered Bottle, Can and Fountain Sales. In addition to sales through Vending Machines, Products will also be sold at the Locations through cashier assisted (or comparable) cold cases, kiosks, fountain dispensers, coolers, hawking, vending, shelf displays and/or other non-vending machine vehicles of distribution (collectively, for convenience of reference, “Cold Cases”). Products sold through Cold Cases shall be purchased by Customer from CCBCC or an Authorized Distributor (as defined in Section Purchases from Food Service Distributors) as provided herein and resold by Customer only to retail consumers in the ordinary course of Customer’s operations. Once delivered to Customer, any such Products sold to Customer shall become the property of Customer, with Customer having all attendant risk of loss and ownership obligations. Proceeds from the sales of such Products shall be the property of Customer. CCBCC shall sell Products to Customer (in the manner provided herein) in such amounts as

are reasonably required by Customer, from time to time, subject to such reasonable caps on such requirements as may be determined, from time to time, by CCBCC, and subject to any Total Purchase Requirements (as defined in Section Minimum Required Sales) on Exhibit B. CCBCC shall not be liable to Customer for failure to make shipments of Products where such failure is due to any cause or condition beyond the reasonable control of CCBCC.

- (e) Minimum Required Sales. CCBCC is entering into this Agreement on the basis that Product sales at the Locations will achieve certain targets. Accordingly, the sales of Products through Full Service Vending Machines and/or to Customer for resale through Direct Sales Vending Machines and Cold Cases shall in no event be less than the minimums set forth on Exhibit B (such minimum(s), the "**Total Purchase Requirement(s)**"). Failure to achieve the minimum Total Purchase Requirements shall constitute an event of Cause (as defined in Section Term and Termination) hereunder and CCBCC shall be entitled to the remedies set forth in Exhibit B, in addition to any other remedies CCBCC may have hereunder or at law or in equity.
2. Promotional Recognition. Customer hereby grants to CCBCC (and the Products) promotional recognition and the right to promote (and the cooperation and active involvement of Customer in promoting) CCBCC and the Products in connection with Customer, the Locations and any activities, functions and event venues operating under the auspices of Customer ("**Related Activities**"). Promotional recognition benefits include, without limitation, those set forth on Exhibit A. CCBCC shall have the right to use any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by Customer (collectively, the "**Customer Marks**") on a royalty-free basis during the Term. Without limiting the generality of the foregoing, CCBCC shall submit to Customer, and Customer shall have the right to approve within ten (10) days of receipt from CCBCC, which approval shall not be unreasonably withheld, conditioned or delayed, (a) any concept for any promotional activity undertaken by CCBCC hereunder with respect to Customer or any Location or Related Activity and (b) any artwork or other items created by CCBCC that incorporate any Customer Marks for use in any such promotional activity. In the event that Customer fails to provide any response to CCBCC within such ten (10) day period, such submission shall be deemed approved by Customer. CCBCC shall have access to the Locations and any Related Activities at all reasonable times for any appropriate purposes hereunder and, with respect to promotions, agrees to comply with any reasonable requirements of Customer regarding operation, placement, set-up and tear-down of CCBCC's promotional materials.
3. Exclusivity. In consideration for, and as a material inducement to, CCBCC entering into this Agreement, Customer expressly agrees that, during the Term, Customer shall not (a) distribute, or allow any others to distribute, to any person in any manner, for compensation or otherwise, directly or indirectly, any products or supplies on or at the Locations or any Related Activities that are similar to, the same as or comparable to or compete with the Products ("**Competing Products**") or (b) grant any similar marketing or sponsorship recognition to any Competing Products (or any distributor of Competing Products). In the event that any third party attempts, without CCBCC's prior written consent, to distribute any Competing Product at the Locations or any Related Activities or to associate any Competing Product with Customer, or to suggest that a Competing Product is endorsed by, or associated with, Customer, then Customer will promptly take any steps necessary to stop and prevent such actions and to protect the exclusive rights granted to CCBCC under this Agreement.
4. Marketing Fees; Rebates. During the Initial Term (as defined in Section Term and Termination) of this Agreement, provided that Customer is not in breach of any provision hereunder, CCBCC shall pay to Customer the marketing fees ("**Marketing Fees**") and/or rebates as set forth on Exhibit A. In the event of a breach of this Agreement by Customer and while such breach is continuing, (a) CCBCC shall be under no obligation to make any additional Marketing Fees or rebate payments to Customer after the date of such breach, and (b) upon request by CCBCC, Customer shall promptly refund to CCBCC all unearned initial and annual Marketing Fees paid by CCBCC prior to such breach based on the prorated portion of such fees allocable to the period from the date of the breach to the end of the applicable period for which such fees had been provided.
5. Pricing.
- (a) Product Prices. Subject to Sections Concessionaires and Purchases from Food Service Distributors, CCBCC agrees to sell to Customer Products for resale by Customer through Direct Sales Vending Machines and Cold Cases, in accordance with CCBCC's trade letter pricing. Pricing is subject to change at any time.
6. Equipment.
- (a) General. CCBCC shall provide and install all Vending Machines, Cold Cases and other equipment necessary and appropriate (as determined by CCBCC in its sole discretion) to distribute the Products at the Locations. Those Vending Machines, along with any Cold Cases and other equipment, if any, provided by CCBCC to Customer (in CCBCC's sole discretion) to assist Customer in Cold Case distribution, are referred to collectively as the "**Equipment**". The initial Equipment at the Effective Date consists of those items set forth on Exhibit C. All Equipment is and shall remain the property of CCBCC at all times. Customer shall take no action inconsistent with such ownership and shall cooperate with CCBCC in preserving and evidencing the same, including execution,

delivery and filing of financing statements and other documents, as CCBCC may require. Customer agrees that it will (i) maintain a safe environment at the Locations, so as to protect the Equipment from theft and vandalism and (ii) reimburse CCBCC for any loss or damage to any Equipment, other than reasonable wear and tear or loss or damage caused by CCBCC. Customer will not encumber the Equipment in any manner or permit any attachment thereto. No logo, trademark, advertisement or other indication of CCBCC's ownership of the Equipment shall be obstructed, defaced or removed, and no logo, trademark or advertisement other than those of or related to CCBCC or the Products shall be attached to the Equipment. The Equipment shall be used exclusively to merchandise Products supplied by CCBCC and shall not be used for any other purpose, including the storage or merchandising of any other products. This also includes the top of equipment. Upon expiration or termination of this agreement, Customer shall immediately return all Equipment or other property of CCBCC and provide access to the Locations for CCBCC's removal of the same (and in no event shall Customer remove or attempt to remove any Equipment without the prior written consent of CCBCC). If Equipment is not returned to CCBCC pursuant to the terms of the immediately preceding sentence, then CCBCC shall submit an invoice to Customer setting forth the replacement cost of any such unreturned Equipment and any costs and expenses incurred by CCBCC (including labor and collection costs) in connection with CCBCC's attempt to remove the Equipment from the Locations. Customer shall pay such invoice in accordance with the payment terms set forth in Section Invoices and Payment of Exhibit B. Customer shall not perform any maintenance or repairs on any equipment without CCBCC's prior authorization. CCBCC may, at its option, remove, replace or supplement the Equipment at any time during the Term. Customer shall provide CCBCC with reasonable access to the Equipment in order to allow CCBCC to perform any repairs services on the Equipment or remove, replace or install Equipment. CCBCC shall provide 3 free services calls per year per Equipment. Additional service calls may be charged to the customer at a rate of \$300.00 per occurrence. In the event customer changes their mind in regards to placement of equipment, line runs, water drains, etc. Additional expense incurred by CCBCC by Customer, shall be at the Customer's Expense, up to \$300.00 per occurrence.

- (b) Installation Sites. The Equipment installation sites at the Locations shall be as set forth on Exhibit C and as otherwise mutually agreed upon by the parties. The Equipment may not be removed from the installation sites without CCBCC's prior written consent. Customer represents and warrants that electrical service at each installation site is proper and adequate for the Equipment.

7. Term and Termination. As used herein, "Initial Term" means the initial term of this Agreement set forth in Section Initial Term of Exhibit B. This Agreement may be terminated, effective at the end of the Initial Term (as it may be extended pursuant to Section Total Purchase Requirements of Exhibit B), by either party giving the other party written notice of termination at least thirty (30) days prior to the end of the Initial Term. If not terminated effective at the end of the Initial Term, this Agreement shall continue in full force and effect thereafter until either party gives the other party written notice of termination of this Agreement at least thirty (30) days prior to the effective date of such termination, as specified in such notice; provided, however, that CCBCC shall have no obligation to pay or provide any Marketing Fees, Marketing Support, Product Support or rebates following the Initial Term, except, in the case of rebates, as may be otherwise expressly set forth herein. The Initial Term, together with any such additional period after the Initial Term until the Agreement is terminated, shall be referred to herein as the "Term". Each twelve month period during the Term that commences with the Effective Date or each subsequent anniversary thereof shall be referred to herein as an "Agreement Year". Notwithstanding the foregoing, this Agreement may be terminated by CCBCC, for Cause, at any time during or after the Initial Term, without notice and effective immediately. "Cause" means and refers to (a) a material breach by Customer of this Agreement, including, without limitation, the exclusivity provisions in Section Exclusivity, (b) Customer becoming unable to pay its liabilities when due, filing a petition in bankruptcy or being adjudicated bankrupt or insolvent or becoming otherwise subject to bankruptcy, insolvency or other similar proceedings, or (c) Customer engaging in (i) unethical business practices, (ii) conduct that violates widely held public moral beliefs or that brings public disrepute on Customer or CCBCC, or (iii) a misrepresentation of the Products.
8. Damages Relating to Removal of Equipment. If (a) any piece of Equipment is removed from an outlet or other part of a Location at any time without the prior written consent of CCBCC, or (b) if this Agreement is terminated by Customer in violation of this Agreement or terminated by CCBCC for Cause, then Customer will pay CCBCC the actual cost of removal (including standard shipping and handling charges) and any repair, cleaning and/or remanufacturing of the Equipment necessary for reuse of the Equipment, as well as the unamortized portion of the costs of (i) installation and (ii) non-serialized parts (e.g., pumps, racks, and regulators) and other ancillary equipment installed at the Location(s). The remedies provided in this Section Damages Relating to Removal of Equipment are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
9. Repayment of Fees Upon Termination. Upon termination of this Agreement, Customer must re-pay to CCBCC any and all paid but unearned funding provided by CCBCC based on the prorated portion of such funding allocable to the period from the date of termination to the end of the period for which such funding had been provided. The remedies provided in this Section Repayment of Fees Upon Termination are cumulative and not exclusive of any other rights or remedies that may be available to CCBCC under other provisions of this Agreement or at law or in equity.
10. Representations, Warranties and Covenants. Each of the parties represents and warrants that this Agreement is valid

and legally binding upon that party and enforceable in accordance with its terms. Customer represents, warrants and covenants that (a) Customer has, and will have throughout the Term, the sole and exclusive authority (i) to distribute, and authorize distribution of, the Products at the Locations and any Related Activities and (ii) to grant the marketing, beverage distribution and promotional rights to CCBCC set forth herein with respect to the Locations and any Related Activities, in each case, without violating the rights of any third party or any agreement or binding obligation to which it is a party or by which it or its assets is bound, (b) Customer has taken all required and advisable action necessary to enter into, and complied with all applicable laws and regulations in entering into, this Agreement and (c) Customer will ensure that any and all of its employees, agents and authorized representatives shall adhere to the terms and conditions of this Agreement.

11. **Confidentiality.** During the Term of this Agreement and for a period of three (3) years immediately following the expiration or termination of this Agreement (and for such longer period as may be required to protect trade secrets and comparable rights), Customer shall hold, and shall cause its officers, directors, employees, accountants, counsel, consultants, advisors and agents (collectively, “Designees”) to hold, in confidence, all documents and information concerning the business relationship embodied in this Agreement (including, without limitation, the terms and conditions of this Agreement) or which CCBCC or its Affiliates furnish to Customer in connection with this Agreement, except to the extent that such information can be shown to have been (a) previously known on a nonconfidential basis by Customer, (b) in the public domain through no fault of Customer or (c) later lawfully acquired by Customer from sources other than CCBCC or its Affiliates; provided, that Customer may disclose such information (x) to its Designees in connection with the business relationship contemplated by this Agreement so long as such Designees are informed by Customer of the confidential nature of such information and agree to treat such information as confidential or (y) if disclosure is compelled by judicial or administrative process or by other requirements of law (in which case Customer shall give CCBCC written notice of the intended disclosure promptly after becoming aware of such disclosure requirement and prior to the actual disclosure, if possible, so that CCBCC may seek a protective order or other appropriate remedy). Upon the expiration or termination of this Agreement, Customer shall, and shall cause its Designees to, destroy or deliver to CCBCC, upon request, all documents and other materials, and all copies thereof, obtained by them or on their behalf from CCBCC or its Affiliates in connection with this Agreement. The provisions of this Section Confidentiality shall survive the expiration or termination of this Agreement, regardless of the date, cause or manner of such termination.
12. **Indemnification.** CCBCC agrees to indemnify and hold Customer harmless from and against, and to pay to Customer, any and all losses, claims, demands, liabilities and damages incurred by Customer, including, without limitation, reasonable attorneys’ fees and court costs, directly arising out of or relating to the defective manufacture of the Products. Customer agrees to indemnify and hold CCBCC and any affiliated entity harmless from and against, and to pay to CCBCC, any and all losses, claims, demands, liabilities and damages incurred by them, including, without limitation, reasonable attorneys’ fees and court costs, arising out of or relating to (a) Customer’s negligent or wrongful acts or omissions in connection with the distribution of the Products or operation of the Locations, (b) any material breach by Customer of this Agreement or (c) any confiscation or encumbrance of the Equipment.
13. **Insurance.** During the Term, Customer shall maintain (a) commercial general liability insurance with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and (b) worker’s compensation insurance as is required by applicable law, from an insurer which is A.M. Best Company rated A- or higher. Any such commercial general liability insurance policy shall be endorsed to specifically name CCBCC and its subsidiaries, affiliates, successors and assigns as additional insureds. Customer shall provide any certificates of insurance to CCBCC upon request, and Customer or its insurer shall provide thirty (30) days’ prior written notice (or such other notice as may be provided in the policy provisions) to CCBCC of cancellation or non-renewal of such policies.
14. **No License.** Nothing contained in this Agreement shall be deemed to grant Customer any right in, or license to, any intellectual property owned or controlled by, or licensed for the use of, CCBCC or its Affiliates (collectively, “CCBCC IP”), and Customer shall not copy, reproduce, distribute or otherwise use any trademarks, service marks, logos or slogans of CCBCC or its Affiliates or other CCBCC IP, without the prior written consent of CCBCC.
15. **Notices.** Any and all notices or communications between the parties with respect to this Agreement shall be deemed given when made in writing and delivered by hand or sent by first-class mail (registered or certified, with return receipt requested), overnight courier (guaranteeing next business day delivery) or by email (followed by first class mail confirmation), to the address of the party appearing under its name on the signature page below (or to such other address as may be designated in a notice given hereunder).
16. **Equitable Relief.** Customer acknowledges that the rights granted to CCBCC hereunder are special, unique and extraordinary and are of indeterminant value, the loss of which cannot be fully compensated by damages, actions at law or by application of other remedies described herein. Consequently, Customer acknowledges and agrees that, in addition to any other available remedies hereunder, in the event of a breach by Customer of its obligations hereunder, CCBCC shall be entitled to seek and obtain equitable relief, including an injunction requiring the Customer to comply fully with its obligation under this Agreement. Further, CCBCC shall have the right to withhold, and not pay, further Marketing Fees or any other amounts that would otherwise become due and payable to Customer hereunder if, and so long as,

Customer is in breach of its obligations hereunder.

17. **Right of First Refusal.** Prior to, and for a period of sixty (60) days following, expiration or termination of the term of this Agreement, before Customer enters into an agreement with a third party beverage provider or distributor with respect to distribution of non-alcoholic beverages at any of Customer's retail locations following the expiration or termination of the term hereof, Customer shall first offer the proposed beverage arrangement to CCBCC on the same terms and conditions as offered by the third party. CCBCC shall have thirty (30) days during which to accept said offer. If CCBCC does not accept said offer within said period, Customer shall be free to accept the third party offer, provided that Customer shall not enter into a beverage arrangement with such third party or any other third party on terms and conditions more favorable to the third party than the terms and conditions offered to CCBCC.
18. **Transshipping.** As a purchaser of Products distributed by CCBCC, and in consideration thereof, Customer shall comply with the provisions herein with respect to Transshipping. "Transshipping" is the act of (a) buying the types of products distributed by CCBCC from outside of CCBCC's beverage distribution territory for re-sale in such territory, (b) the sale of CCBCC's Products outside of such territory, or (c) the sale of such Products within such territory to any third party that intends to ship or sell such Products outside of such territory. Customer shall not engage in Transshipping during the Term. If Transshipping occurs, CCBCC has the right, in addition to any other rights and remedies available to CCBCC under this Agreement or at law or in equity, (x) to discontinue the sale of Products to Customer and/or to terminate this Agreement, (y) to limit the Products purchased by Customer to amounts which CCBCC reasonably determines Customer needs solely for its retail sales in CCBCC's beverage distribution territory, and not for sale to other resellers, and/or (z) to collect from Customer any and all damages incurred by CCBCC as a result of Customer's Transshipping.
19. **Concessionaires.** To the extent that any concessionaire, provider of managed food/beverage services or other third party (each, a "Concessionaire") operates, manages, or leases a Location (or any outlet, portion of or space within a Location), Customer shall cause such Concessionaire to comply with the terms of this Agreement with respect to such Locations (or portions thereof or outlets or spaces therein); provided, however, that if a Concessionaire has a separate agreement with CCBCC or The Coca-Cola Company that includes pricing, rebate, allowance, equipment or service terms, CCBCC may elect in its sole discretion to sell Products to such Concessionaire in accordance with the pricing, rebate and other terms of such other agreement, and there will be no duplication of rebates, allowances, funding or benefits to Customer and the Concessionaire; provided that any purchases of Products by Concessionaire for sale at the Locations will be credited toward any minimum Total Purchase Requirements set forth in **Exhibit B**.
20. **Text Communications.** Customer agrees to receive text communications in regard to delivery of equipment, equipment repair, schedule of changes in equipment, up to and including changes in CCBCC business that impacts delivery to customer. Text communication will not include marketing or sales communications. Any charges made to customer, from customer's phone carrier will be at customer's expense.
21. **Product Ordering and Shrink.** Customer agrees to product ordering on the myCoke platform. In the event the customer's buying office agrees to 'Pre-Books', the customer shall not remove Pre-Books from the ordering system. Customer agrees to discard at their expense any product that is damaged or out of date. CCBCC should avoid delivering any damaged product, but in the event damaged product was delivered, CCBCC should credit customer for product. CCBCC should deliver product in date and with 30 days to sell product before expiration. In the event dated product (product with less than 30 days before expiration), was delivered, CCBCC shall credit customer for dated product.
22. **Purchases from Food Service Distributors.** Notwithstanding any provision of this Agreement to the contrary, CCBCC may elect, in its sole discretion at any time, to permit Customer to purchase Products from either CCBCC and/or from a food service distributor authorized by CCBCC to distribute Products (an "Authorized Distributor"). If CCBCC elects to permit Customer to purchase Products from an Authorized Distributor, the following terms and conditions shall apply:
- (a) Customer will purchase Products from an Authorized Distributor at the Authorized Distributor's prices and on its pricing terms, not on CCBCC's trade letter pricing or any pricing terms set forth in this Agreement, subject to **Section Purchases from Food Service Distributors**;
 - (b) CCBCC will pay Customer rebates for Products purchased from an Authorized Distributor ("Authorized Distributor Delivered Products") solely if and to the extent set forth in **Exhibit A**;
 - (c) In no event will CCBCC pay rebates with respect to any (i) Authorized Distributor Delivered Products other than Products marketed under trademarks or brand names owned or controlled by or licensed for the use of The Coca-Cola Company ("TCCC Products") or (ii) Bag-in-Box fountain ("BIB") Products purchased through The Coca-Cola Company's national fountain program, including Coca-Cola, Sprite, Fanta, Seagrams, Pibb, Minute Maid, Barq's, Mello Yello, Hi-C, Powerade, Gold Peak, vitaminwater, Fuze, Fresca and any line extensions of those brands;
 - (d) Purchases by Customer of Authorized Distributor Delivered Products that are TCCC Products will be credited toward any minimum Total Purchase Requirements set forth in **Exhibit B**, but purchases of Authorized Distributor Delivered Products that are not TCCC Products will not be credited; and
 - (e) All rebates on Authorized Distributor Delivered Products set forth in **Exhibit A** will be paid based solely on sales records reported by the Authorized Distributor, and CCBCC is not obligated to pay rebates on sales not properly reported by the Authorized Distributor.

23. **Miscellaneous.** This Agreement shall not be assigned or transferred (including, without limitation, by merger or operation of law) by Customer without the prior written consent of CCBCC, and any such attempt to assign or transfer this Agreement without the prior written consent of CCBCC will be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. To be effective, any waiver of any term or condition in this Agreement must be in writing and signed by the waiving party. No waiver by any party of any breach by another party of any provision hereof shall be deemed to be a waiver of any other breach thereof or as a waiver of any such or other provision of this Agreement. This Agreement is made and executed with the intention that the construction, interpretation and validity hereof shall be determined in accordance with and governed by the laws of the State of North Carolina. This Agreement constitutes the entire contract between the parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written contracts and understandings with respect to the subject matter hereof. All Exhibits attached hereto are hereby incorporated herein by reference. The headings in this Agreement are solely for convenience of reference and shall not affect in any way the interpretation of this Agreement or limit the generality of any of its provisions. This Agreement may not be changed or modified orally, but only by an instrument in writing, signed by the parties hereto, which instrument states that it is an amendment to this Agreement. All rights and remedies specified in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether under this Agreement or at law or in equity. Except as equity may require, should any provision of this Agreement or any part thereof be held to be invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or any part thereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair the obligations of a party with respect to the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts (including by signatures in pdf format transmitted by email or by other electronic means agreed by the parties), each of which shall be deemed an original and all of which shall constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the 12/ 01/ 2025.

'CCBCC'

'Customer'

CCBCC OPERATIONS, LLC

Maumee Indoor Theater

By:

By:

Date:

Date:

Name:

Name:

Title:

Title:

4100 Coca-Cola Plaza

127 W William St

Charlotte, NC 28211

Maumee, OH 43537

Email:

Email:

CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
MAUMEE INDOOR THEATER

LOCATIONS , PAYMENTS , MARKETING BENEFITS AND PARTNERSHIP ELEMENTS

1. Locations

Customer Number	Name	Address	City	State	Zip
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If, at any time during the Term, any Customer or any Affiliate thereof creates or establishes a new retail location in the beverage distribution territory of CCBCC, then, at the option of CCBCC in its sole discretion, such newly created or established retail location shall be added automatically as a Location hereunder owned or operated by Customer (or its Affiliate) and such new Location and Customer (or Affiliate thereof) with respect to such Location shall be subject to the terms of this Agreement during the Term in all respects. If CCBCC exercises such option, the parties agree to execute any documents, and to take any actions, reasonably requested by a party to further evidence or effectuate the addition of such new retail locations as Locations subject to this Agreement for all purposes hereunder.

2. Marketing Fees

Rebates

During the Initial Term of this Agreement and subject to Section Concessionaires, CCBCC will pay Customer a rebate for each case and/or gallon of TCCC Products (excluding any BIB juice Products or Freestyle BIB, sweetener or cartridges) sold to Customer by CCBCC as set forth below. Rebates shall be computed by CCBCC in accordance with the payment policies of CCBCC in effect from time to time, based on rebate and payment timing below:

Bottle & Can Packages	Units Per Case	Rebate Per Case	Payment Timing
DASANI 20oz PET	24	\$1.00	On invoice
SSD 20oz PET Single	24	\$1.00	On invoice
SSD 20oz PET Flavors	24	\$1.00	On invoice

B&C Rebate Begin Date

December 1st, 2025

B&C Rebate End Date

December 31st, 2030

3. Marketing and Promotional Benefits

CCBCC shall receive the following marketing and promotional rights, recognition and support from Customer free of charge, without further payment from CCBCC:

- 1. Sampling.** The exclusive right to sample Products at the Locations or Related Activities to the exclusion of Competing Products and any distributors of Competing Products.
- 2. Advertising.** The exclusive right to market, promote and/or advertise the Products at the Locations and any Related Activities and CCBCC's status as the exclusive non-alcoholic beverage provider of Customer and any Related Activities in the marketplace.
- 3. Trademarks.** The right to have all Vending Machines, Cold Cases and other Equipment display the trademarks or the brand names of Products owned or controlled by or licensed for the use of CCBCC or an Affiliate.

4. Initial Mandatory Brands and Packages

Exhibit A

The brands and packages to be initially distributed at the Locations (such brands and packages, the “**Mandatory Brands**” and the “**Mandatory Packages**”, respectively), along with any mandatory ancillary products or equipment to be used at the Locations, are marked as set forth below. The Mandatory Brands and Mandatory Packages may be modified during the Term by CCBCC in its discretion after consultation with Customer.

1. Categories

Segment	Category
Fountain	5.0gal BIB Sparkling/Still
Fountain	2.5gal BIB Sparkling/Still
Non FSV	DASANI 20oz PET
Non FSV	Gold Peak 18.5oz PET (12/cs)
Non FSV	MM 100% 12oz PET (24/cs)
Non FSV	MMR 20oz PET Single
Non FSV	MONSTER 16oz Can Single (24/cs)
Non FSV	POWERADE 20oz Single
Non FSV	smartwater 20oz PET Single
Non FSV	SSD 20oz PET Single
Non FSV	fairlife Milk 14oz PET LS (12ct)
Non FSV	SSD 20oz PET Flavors
Non FSV	BODYARMOR 16oz Sport (12/cs)
Non FSV	vitaminwater 20oz PET (12/cs)
Non FSV	PEACE Tea 16oz Can LS (24ct)

If Customer elects to obtain CO2 from CCBCC, CCBCC, in its sole discretion, may arrange to have the CO2 provided by CCBCC's preferred third party provider of CO2 products and services, in accordance with the pricing and other terms offered by such third party provider. CCBCC is not obligated to provide CO2 products and services directly.

5. Menu Benefits

Subject to Section No License of this Agreement, CCBCC and Customer hereby acknowledge and agree that CCBCC shall have the following marketing, promotion, and advertising rights, free of charge, with respect to Customer's menus:

1. Print Menus. If Customer utilizes print menus at any Location, Customer shall, on the face of each print menu, (i) list each Mandatory Brand available for purchase (or any Product to be sold from time to time as determined in accordance with Section 1(a) of this Agreement) at such Location (such list, as may be updated from time to time, the “**Approved Brand List**”) and (ii) conspicuously display an approved trademark or logo for each Product (such approved trademarks or logos, which may be obtained at www.coketogo.com, the “**Approved Logos**”) included in the Approved Brand List.

2. Digital Menus. If Customer utilizes digital menus at any Location or online via Customer's website or any third party platform such as Instagram, Facebook, DoorDash, Grubhub, etc., Customer shall conspicuously display on each digital menu (i) the Approved Brand List and (ii) an Approved Logo for each Product included in the Approved Brand List.

3. Wall-Mounted Menus. If Customer utilizes menu boards, menu displays, or any other style of wall-mounted menu, Customer shall conspicuously display on each wall-mounted menu (i) the Approved Brand List and (ii) an Approved Logo for each Product included in the Approved Brand List.

4. Inability to Accommodate Logo. In the event Customer's menu(s) cannot accommodate the Approved Logos, Customer shall not be in breach of this Agreement if, and only if, Customer includes the Approved Brand List on the face (or equivalent thereof) of its menu(s).

5. CCBCC Approval. After Customer selects the Approved Logos, but prior to publication, in any form, of Customer's menu displaying the Approved Logos and/or the Approved Brand List, Customer shall submit to CCBCC, and CCBCC shall have the right to approve within ten (10) days of receipt from Customer, which such approval shall not be unreasonably withheld, conditioned, or delayed, its menu concept displaying the Approved Logos and/or the Approved Brand List. In the event CCBCC fails to provide any response to Customer within such ten (10) day period, such submission shall be deemed approved by CCBCC, and Customer may proceed to publish such menu concept.

6. Limitations. Customer shall not modify, copy, re-produce, transmit or re-transmit or otherwise distribute any menus bearing any Approved Logos and/or the Approved Brand List other than as distributed at or in connection with the Locations, and Customer shall not permit the distribution of any such menus by anyone other than Customer or CCBCC. Upon the expiration or termination of this Agreement, Customer shall promptly cease use of any Approved Logos and menus, in any form, that bear such Approved Logos and/or the Approved Brand List.

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**CCBCC OPERATIONS, LLC
CUSTOMER MARKETING AGREEMENT
MAUMEE INDOOR THEATER**

INITIAL TERM, TOTAL PURCHASE REQUIREMENTS, PRICES AND DELIVERY FEE

1. Initial Term

Agreement Start Date: 12/ 01/ 2025

Agreement End Date: 12/ 31/ 2030

Total Number of Years: 5 Years

2. Total Purchase Requirements

The minimum amount of Products to be (a) purchased by Customer from CCBCC (and from an Authorized Distributor to the extent provided in Section Purchases from Food Service Distributors) and/or (b) sold through Full Service Vending Machines, in each case, during each Agreement Year of the Initial Term and during the Initial Term as a whole, shall be as follows:

Agreement Year	Distribution/Sales Method: Total Cases/Gallons Required			
	Bottle Can (Products Purchased by Customer From CCBCC)	Fountain (Products Purchased by Customer From CCBCC)	Full Service Vending Machines	Total Purchase Requirement
1	752	700	0	1,452
2	752	700	0	1,452
3	752	700	0	1,452
4	752	700	0	1,452
5	752	700	0	1,452
Term	3,760	3,500	0	7,260

The minimum Total Purchase Requirements set forth above must be fulfilled based off of sales made from CCBCC or through Full Service Vending Machines, as applicable. If the minimum Total Purchase Requirements above for any Agreement Year is not achieved for any reason (each such year, a "Shortfall Year"), then, in addition to any other remedies CCBCC may have hereunder or at law or in equity, the Marketing Fee payable by CCBCC for such Agreement Year shall be reduced to an amount equal to the product of (A) the amount of the annual Marketing Fee for the Shortfall Year specified in Exhibit A, multiplied by (B) a fraction, the denominator of which is the minimum Total Purchase Requirements for the Shortfall Year, and the numerator of which is the actual amount of cases and gallons sold during the Shortfall Year. If there have been any Shortfall Years during the Initial Term, but as of the end of the Initial Term, the Customer has attained the Total Purchase Requirements for the Initial Term, then CCBCC shall pay Customer an amount equal to the aggregate reductions of the annual Marketing Fees during the Initial Term.

3. Prices

1. Prices and Adjustments. During the term of this Agreement, CCBCC will sell to Customer the Products, for purposes of Customer reselling such Products through Direct Sales Vending Machines and Cold Cases in accordance with CCBCC's trade letter pricing in effect from time to time.

The prices for the Products may be adjusted by CCBCC, from time to time, during the Term. Any such adjustment shall be made by CCBCC in good faith and may take into account, among other things, increases in any prices, costs, fees, charges or taxes associated with or applicable to CCBCC's production, transportation, acquisition, distribution or sale of the Products. Except with respect to prices for Products distributed through Full Service Vending Machines, if applicable, retail prices for sales of Products to consumers at the Locations shall be determined by Customer (or any Concessionaire of

Customer) in its discretion.

2. Invoices and Payment. CCBCC shall invoice Customer for Products sold to Customer, and Customer shall make payment, in accordance with CCBCC's usual and customary practices in effect from time to time. If Customer fails to pay such amounts as provided herein, Customer shall pay interest on all overdue amounts at the rate of one and one-half percent (1.5%) per month compounded monthly (or the maximum amount permitted by applicable law, if less). Customer agrees that it shall pay all of CCBCC's costs and expenses (including reasonable attorney's fees and court costs) incurred by CCBCC in collecting any amount not paid when due hereunder and in otherwise enforcing the terms and conditions of this Agreement. Any failure by Customer to pay an invoice shall constitute a material breach of this Agreement. CCBCC may offset against any Commission, Marketing Fees, Marketing Support or other amounts otherwise due from CCBCC hereunder, any such amounts, costs and expenses due to CCBCC in conjunction with such Product sales. Any claims by Customer of discrepancies or errors in pricing or funding must be submitted to CCBCC no later than one (1) year from the date of invoice; any such claims received by CCBCC after such date shall be deemed null and void, and CCBCC shall have no liability or obligation related to such claims.

4. Delivery Fee

During the Term, Customer shall pay to CCBCC any delivery fee, if applicable, based on CCBCC's delivery fee schedule in effect from time to time, on all direct sales deliveries made during the Term.

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MEMO TO: Mayor and City Council

FROM: Environmental & Tree Advisory Commission

DATE: December 12, 2025

SUBJECT: Approval requested for Street Tree Design Plan - will guide for next 50-100 years

Recommendation:

This is a recommendation from the Environmental & Tree Advisory Commission to approve a Street Tree Design Plan that was put together during the summer of 2024 along with the assistance of ODNR. Volunteer residents were assisted by Maumee's ODNR reps with training on how to use their Urban Site Index to collect data for all of the streets in the Maumee community. Volunteers then took that data collected, under the direction of ODNR, and selected the best trees per the information taken in the field. The following is some useful information about this program that ODNR teaches its communities and assists them with completing.

Introduction to Urban Site Index

A critical step in the successful management of the urban forest is putting the right tree in the right location. The right tree in the right location is as much about tree hardiness as it is about tree size. If an urban forester can match tough tree species to harsh sites and more sensitive tree species to higher quality sites, a community can utilize a wider variety of species in their urban forest and create a more stable, sustainable tree population.

For years urban foresters have known the need for proper site analysis to identify the growing constraints that will dictate which tree species is best suited for the site. Many urban foresters have developed their ability to recognize site limitations and effectively match trees to each site, but this skillset often comes after years of trial and error and is based on anecdotal evidence. Site analysis within the industry is often based on a few poorly defined variables and the gutfeeling of the forester doing the analyses.

Evaluation of tree toughness is somewhat more developed within the industry, but is also often based on anecdotal evidence or nursery research that does not mirror street environments. Species limitations based on site constraints are usually unrelated to the variables used by the urban forester. As a result, species selection becomes little more than a trial and error or "best guess" where mistakes are repeated with each new generation of forester.

Tree survival is critical to the success and credibility of community forestry programs. As a result, two common approaches to tree selection have surfaced. The first is to plant only tough tree species that have proven themselves in the most difficult sites. This approach limits the diversity of the urban forest and increases the susceptibility of the forest to catastrophic loss to pests. The second approach is to plant only the better quality sites. This approach retains species diversity, but limits the number of tree sites in the urban forest thus reducing canopy volume and the ecological, social and economic benefits provided by the urban forest.

Urban Site Index is a systematic approach for evaluating sites with a corresponding species evaluation. The Urban Site Index (USI) pays homage to traditional forestry's site index. Site index is a measurement used in silviculture (forest management) to gauge soil quality and better predict tree future growth. Foresters use site index to decide which species to plant or favor in a forest stand.

History

In August of 2009 Alan Siewert and Stephanie Miller, Urban foresters with the Ohio Division of Forestry, developed the Urban Site Index (USI) process, a rapid assessment tool that utilizes eight observations, four soil and four street, to assess the quality of the planting site on a tree lawn. The USI assessment assigns a number between 0 and 20 for a street or site. An entire community can be surveyed in a relatively short time. Stephanie and Alan presented the USI process at the Urban Tree Growth Conference at Morton Arboretum, Lisle, IL in September 2011. In 2012 Oleksandre Dramova, a masters candidate at the University of Toronto, Supervisor Dr. Sandy M. Smith, used the USI process as her masters project. Ms. Dramova used the USI and concluded there is a significant relationship between USI scores and tree conditions. Dr. Burnell (Burney) Fischer of Indiana University, Bloomington is using USI protocols to test its use and correlate with their tree growth research data.

Dr. Bryant Scharenbroch, Soil Scientist, The Morton Arboretum began a study with Stephanie and Alan to assess the ability of the eight measurements to quantify the limiting factors to tree growth. In this study Dr. Scharenbroch collected the 8 USI measurements along with additional field measurement soil samples and increment cores to take back for further laboratory analyses.

Who Developed the Urban Site Index and the Master Planting Design process? The Ohio Division of Forestry's Regional Urban Foresters created these tools in 2009 to help local tree commissioners and urban forest managers in the aftermath of the Emerald Ash Borer outbreak. It has since been utilized in other states and countries. Research and field implementation continue to refine processes and develop regionally appropriate tree lists.

Why aren't we identifying planting sites when doing the USI inventory? Many of your planting sites will be planted years from now. This management tool allows you to have a large-scale plan and take the guess work out of your annual tree selection process. However, you will still need to responsibly site your trees every year before ordering as is necessary for all tree planting. A lot can

change between the time you complete your Master Planting Design and you plant your trees and identifying underground utilities must be part of the annual planting process.





MEMO TO: Mayor and City Councilmembers

FROM: Alan Lehenbauer-Law Director

DATE: December 9, 2025

SUBJECT: Facade Grant-133 East John- Holmes Law Office

Recommendation:

The property at 133 East John Street submitted an application for a Façade Grant that meets the terms of the Façade Grant Program as approved by City Council and should be approved by this council. The purpose of the program is to maintain Maumee's Uptown competitiveness by filling vacancies and rehabilitation of existing structures. The Holmes Law Office has purchased and is renovating the property at 133 East John and making the following exterior improvements:

- 1) 13 New Windows (entire building) and entrance doors
 - a. Replace all windows with fiberglass Andersen Windows - \$27,042
 - b. Replace front and side entrance doors (2); Therma true Flash glazed Fiberglass door with clear glass and Smooth-Satr fiberglass door with simulated divided lite low E glass - \$4,291
- 2) Siding exterior building; James Hardie material color Sun Tint, install black metal roofing on porch roof (Gibb St)
 - a. Install craftsman style pillars to replace existing pillars
 - b. Cost - \$18,977
- 3) Labor, additional materials supplied, and dumpster - \$29,500

The total investment in this project is \$79,810 which will allow Maumee to retain a highly regarded Law Firm in the Uptown Area and greatly improve the property at 133 East John in Maumee which previously was vacant. The owner is providing the 30% match for this work (\$ 23,943.00) and will have an obligation to remain in Maumee and repay a portion of this grant provided the terms of the grant are maintained. The grant was mentioned at several meetings and between the retirement of the Administrator and the upcoming meeting, the final agreement had not been brought to council for final approval. In the past the Administrator would bring these to council. I apologize as I reviewed this and thought this façade agreement was one that was already approved. No previous grants have been turned down by this council and this one fits well within the parameters of the Grant Program.

City of Maumee DEPARTMENTAL REPORT

MEMO TO: Mayor Ziss and Law Director Lehenbauer

FROM: Gina Schell, Assistant to the City Administrator

DATE: December 4, 2025

RECOMMENDATION: Authorize Façade Grant to Martin Holmes Jr in the amount of \$60,000.

SUMMARY

Authorize Façade Grant/Loan to Martin Holmes for the exterior improvements at 133 E John Street. The total of the grant equals \$60,000. The repayment of the loan portion per grant equals \$200 per month for five years. The City requires the applicant to enter into a contractual commitment to pay the loan monthly. Failure to pay may result in a 100% grant reimbursement to the City. If the applicant makes timely loan payments, as directed in the contractual commitment, for the five years, the balance of the loan will be forgiven by the City.

BUDGETARY CONSIDERATIONS

These facade grants were approved and included in the 2025 General Appropriation Measure (budget).

HISTORY, BACKGROUND and DISCUSSION of the ISSUE

The City of Maumee Façade Grant program is designed to maintain Maumee's Uptown competitiveness by filling vacancies, promoting retail, restaurant, second-floor or above residential conversion, and office rehabilitation proposed or existing throughout the local Uptown Maumee business community. The goal of the Maumee Uptown Mini-Loan/Grant program is to provide an incentive to address office, above first floor residential, retail, and restaurant tenant and owner space within the City of Maumee Uptown area covering approximately 55 acres boarded on the North by the Anthony Wayne Trail, on the south by Broadway Street, to the East by the westerly right of way line of Elizabeth Street, and the East by the Easterly right of way line of Cass Street. The specific grant to any one company is based upon the company's commitment to Uptown, gross payroll, and the amount of municipal income tax such a payroll will generate in the City of Maumee. The maximum granted is up to \$60,000 per face and requires a minimum of 30% private match. Loan/Grant funds are paid upon completion of the project. Grant recipients are required to enter a 5-year loan with the city, and a monthly payment determined by the amount of the grant received.

POSITIONS

The requested action is for the Maumee City Council to authorize the Façade Grant.

NOTICE OF AWARD
CITY OF MAUMEE
MINI - LOAN/GRANT-FACADE PROGRAM

Martin Holmes Jr.
133 E John Street
Maumee, Ohio 43537

RE: Property located at 133 E. John Street, Maumee, Ohio, 43537

Congratulations. The City of Maumee has approved your application for the Mini-Loan/ grant program in an amount up to \$55,867. The loan/grant will be used for improvements to your property located at 133 E John Street, Maumee, Ohio as follows:

- 1) 13 New Windows (entire building) and entrance doors
 - a. Replace all windows with fiberglass Andersen Windows - \$27,042
 - b. Replace front and side entrance doors (2); Thermatru Flash glazed Fiberglass door with clear glass and Smooth-Sat fiberglass door with simulated divided lite low E glass - \$4,291
- 2) Siding exterior building; JamesHardie material color Sun Tint, install black metal roofing on porch roof (Gibb St)
 - a. Install craftsman style pillars to replace existing pillars
 - b. Cost - \$18,977
- 3) Labor, additional materials supplied, and dumpster - \$29,500

The award is conditioned upon your agreement to follow the terms of the Facade Program attached hereto and incorporated herein by reference. By agreeing to this award, the City will provide Martin Holmes a loan/grant in an amount up to \$55,867 for purposes of the replacement of the windows, replacement of doors, siding, and pillars on porch as outlined herein and pursuant to plans to be submitted to the City of Maumee for final approval for the law office at this location. All project drawings and project materials shall be approved by the Chief Building Official, Zoning Manager, and/or the City Administrator. Martin Holmes Jr. agrees to contribute thirty (30) percent towards the total cost of the above renovations as part of this grant or \$23,943 and provide proof of payment of this amount to the City of Maumee.

The Project must be substantially completed not more than 6 months after the date of this agreement, or by April 30, 2026, whichever is first.

The owner must obtain a permit, if necessary, before commencement of work and pay all permit fees.

Any transfer or other change of ownership of the Property will not release, in any manner, the Owner or Owner's successors in interest, from any obligation under this Agreement accrued before such transfer or change of ownership, unless the City releases the Owner or its successors in interest in writing. This agreement may be recorded or a summary of this agreement may be recorded with the Lucas County Recorders Office to reference this ongoing obligation on the part of the property owner and any subsequent owner of the property. Martin Holmes Jr. agrees

to cooperate with the City of Maumee for the recording of this agreement or a summary of this agreement.

Owner shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Owner or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with this agreement.

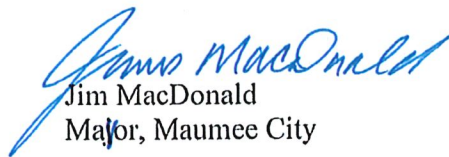
The terms of the loan/grant are that you will pay the sum of \$200 per month for five years to the City of Maumee, and provided you do not default in repayment of the loan, do not remove the improvements, or fail to maintain the premises for the next five years the balance of the loan/grant will be forgiven after the five years of timely payments.

The City of Maumee has also agreed that the premises, after the improvements made as required herein, will not be considered as a nonconforming use during the next five years, unless the property is converted to another use.

You also agree that you must comply with all City of Maumee zoning and nuisance regulations, anti-discrimination provisions, and stay current on all other taxes, utilities, and assessments for the duration of the loan grant period.

The laws of the State of Ohio govern this Agreement, and the venue for all proceedings in connection with this Agreement shall be Lucas County, Ohio.

If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law


Jim MacDonald
Mayor, Maumee City

We hereby accept the foregoing award and agree to the conditions and terms set forth herein for this award.


Martin Holmes Jr.

CITY OF MAUMEE UPTOWN MINI – LOAN/GRANT PROGRAM
APPLICATION

APPLICANT Company/owner

Name: Martin Holmes, Law office of
Address: 133 E. John St. Maumee
Contact Person: Martin Holmes Jr
Telephone: 419-261-5380 / 419-794-3101

COMPANY INFORMATION

Type: Law Firm
Principal Product/Service: Law office
Date Established: 2024
Owner(s): Martin J. Holmes Jr

PROPOSED PROJECT

Location: 133 E. John St.
Project Description: See attached. New windows,
siding, pillars, etc.
Total Funds to be invested: 79,809.—

JOBS/PAYROLL INFORMATION

Current Number of Jobs: 4
Most Current Tax Year's Annual Payroll: 600,000
Estimated New or Retained Jobs at Project Completion: 1
Estimated Property Value at Projection Completion: 350,000—

PROJECT FINANCING

Name of Bank Financing the Project if applicable: Self Financed
Contact Person: Martin Holmes Jr
Phone: 419-261-5380

Are there any federal, state, or local funding agencies involved in the financing of this project? NO

If yes, please list.

SUBMISSION ACKNOWLEDGEMENTS

As an authorized agent of the applicant company, I hereby submit this application. I understand that any false statement in this application may subject the applicant company and signer to criminal prosecution. I also understand that additional information may be required to complete the application. By signing this application, I am authorizing the financing agencies to provide the City of Maumee, on a confidential basis, with any information required as part of the funding package. Furthermore, I understand that I am absent any conflict of interest, especially those related to potential contractor collusion in pricing and familiar relationship to those city officials associated with this program. The City Law Director shall have the authority to make final determination as to the applicability of potential conflicts of interest.

	<u>Owner</u>
Signature	Title
<u>Martin J. Holmes Jr</u>	<u>5-16-2025</u>
Typed Name	Date

(2026 FISCAL YEAR BUDGET)
City of Maumee

WHEREAS, prior to December 15, 2025, the Mayor and Finance Director have submitted to the City Council an estimate of expenditures of the City of Maumee for the Fiscal Year period from January 1, 2026, through December 31, 2026, from detailed information furnished to said officials by departments of the City, and has made recommendations as to the amounts to be appropriated to each of the various funds provided for in the City Charter; and

WHEREAS, the City Council has prepared Temporary Appropriation Budget for said period which is attached herein; and

NOW, THEREFORE, BE IT ORDAINED, that the Temporary Appropriation Measure of the City of Maumee, Ohio for the period from January 1, 2026, to December 31, 2026, including Exhibit A, representing per Fund appropriation measures as required by Ohio Revised Code (ORC) and Maumee Charter is hereby adopted; and all expenditures herein are hereby appropriated; and

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

BE IT FURTHER ORDAINED that said ordinance of General Appropriations shall take effect upon its passage as provided by the Maumee Charter and be in effect from January 1, 2026, to December 31, 2026.

Motion to pass: _____ Seconded: _____
Yeas: _____ Nays: _____
Passed this 15th day of December 2025.

Mayor Chelsea Ziss

ATTEST:

Municipal Clerk

Approved as to form by:

Law Director

2026 Operating Budget 12.09.25

Expenses	101 General Fund			\$19,115,550
Expenses	General Fund	Council		\$140,749
Expenses	General Fund	Finance		\$1,010,054
Expenses	General Fund	Mayor		\$50,283
Expenses	General Fund	Solicitor		\$246,509
Expenses	General Fund	Court		\$1,722,316
Expenses	General Fund	Admin Building		\$184,400
Expenses	General Fund	City Admin		\$779,839
Expenses	General Fund	IT		\$480,049
Expenses	General Fund	Economic Developement		\$593,307
Expenses	General Fund	Police		\$7,042,588
Expenses	General Fund	Dispatch		\$577,000
Expenses	General Fund	Prosecutor		\$425,406
Expenses	General Fund	Service		\$443,500
Expenses	General Fund	Public Service		\$2,736,792
Expenses	General Fund	Inspection		\$671,842
Expenses	General Fund	Pool		\$335,275
Expenses	General Fund	Recreation		\$322,109
Expenses	General Fund	Cemetery		\$49,145
Expenses	General Fund	Public Health		\$187,547
Expenses	General Fund	Storm Sewer		\$454,210
Expenses	General Fund	Refuse Collection		\$806,000
Expenses	General Fund	Refuse Collection	Materials and Supplies	\$1,000
Expenses	General Fund	Refuse Collection	Services	\$805,000
Expenses	661 Income Tax A (1%)			\$15,410,939
Expenses	210 Street Construction Maint&Rep			\$592,685
Expenses	211 State Highway			\$69,000
Expenses	212 Permissive			\$0
Expenses	213 Street Lighting Fund			\$297,500
Expenses	214 Law Enforcement Trust Fund			\$24,000
Expenses	215 Mandatory Drug Fine Fund			\$10,000
Expenses	216 Enforcement & Education Fund			\$10,000
Expenses	217 Indgnt Driver Alcohol Tmnt Fnd			\$1,000
Expenses	218 Court General Special Projects			\$101,000
Expenses	220 Cmty Hsg Improv Program			\$6,116
Expenses	222 Job Creation & Retention			\$127,700
Expenses	226 Ind Driver Alcohol Trmt Surplu			\$17,000
Expenses	227 Indigent Driver Interlock Moni			\$15,000
Expenses	228 Probation Services Fund			\$59,100
Expenses	229 Court Clerk Computer Fund			\$20,000
Expenses	230 Police Pension			\$812,520
Expenses	231 Oneohio Opioid Settlement Fund			\$43,217
Expenses	235 Fire And Ems			\$5,895,905
Expenses	251 Fallen Timbers TIF Fund			\$727,433
Expenses	252 Arrowhead TIF			\$22,000
Expenses	253 Tollgate Dr TIF- Forever Real			\$71,000
Expenses	254 Mingo Dr TIF- Us Coexcell			\$10,191
Expenses	255 Ns (Sidecut) TIF			\$381,000
Expenses	447 Sidewalk Construction			\$87,323

Expenses	449 Permanent Improvement		\$233,993
Expenses	663 Income Tax B (.5%)		\$1,978,946
Expenses	337 Sewer Debt Service		\$381,788
Expenses	338 Water Debt Service		\$283,535
Expenses	441 Sanitary Sewer Capital		\$0
Expenses	443 Water Capital		\$0
Expenses	751 Indoor Theater		\$683,400
Expenses	771 Water Operating		\$5,493,979
Expenses	Water Operating	Water	\$5,301,639
Expenses	Water Operating	Utility Billing	\$192,340
Expenses	775 Sanitary Sewer Operating		\$8,180,245
Expenses	Sanitary Sewer Operating	Sanitary Sewer	\$5,164,167
Expenses	Sanitary Sewer Operating	Utility Billing	\$192,340
Expenses	Sanitary Sewer Operating	SSES	\$2,823,738
Expenses	777 Med.Care- Self-Insured		\$3,084,615
			\$64,247,680

ORDINANCE NO. 043 – 2025

AN ORDINANCE AMENDING ORDINANCE 08-2025 AS
TO 2025 APPROPRIATIONS

WHEREAS, the Annual Budget adopted in Ordinance 08-2025 needs to be revised due to increases in revenue and changes in capital project costs and operational costs;

WHEREAS, these changes, set forth hereinafter, are for the final revision of the 2025 appropriations measure and are necessary due to increases in revenue and changes in operational costs to meet budgetary needs for the year 2025.

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

SECTION 1. The following increases in 2025 appropriations are indicated hereunder:

211-351-5366 \$25,000 Maintenance of Streets

777-101-5561 \$200,000 Health Care Claims

SECTION 2. That Ordinance 08-2025 is hereby amended in part, to reflect the foregoing changes to the 2025 Annual Budget.

SECTION 3. This Ordinance shall take effect and be in full force and effect immediately after its passage, pursuant to the provisions of the Charter of the City of Maumee.

Motion to Pass:

Second:

Yeas: Nays:

Passed this 15th day of December 2025.

Mayor

ATTEST:

Municipal Clerk

Approved as to form by:

Law Director

ORDINANCE NO. 044 - 2025

AN ORDINANCE ADOPTING ADDITIONAL UPDATES TO
THE MAUMEE SANITARY SEWER OVERFLOW AND
REMEDATION POLICY AND PROGRAM AND DECLARING
AN EMERGENCY

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

WHEREAS, there are additional modifications to the program that have been proposed that extend certain timelines and other modifications 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

Motion: Second:

Yeas: Nays:

Motion to pass: Seconded:

Yeas: Nays:

PASSED: December 15, 2025

Mayor.

ATTEST:

Municipal Clerk.

Approved as to form by:

Law Director

City of
MAUMEE ©

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, 11/26/2025, **12/09/2025**)

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.

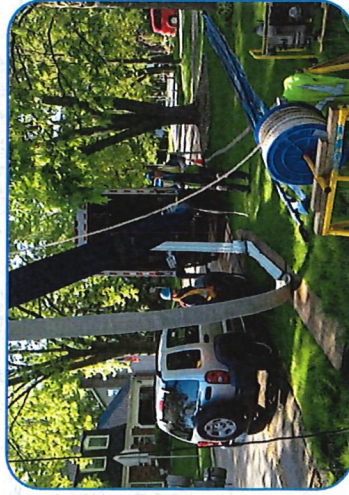
(Please Note: Structures greater than 15,000 square feet do not qualify for grant funding for internal correction measures).



2025 City of Maumee Area Median Income (AMI)

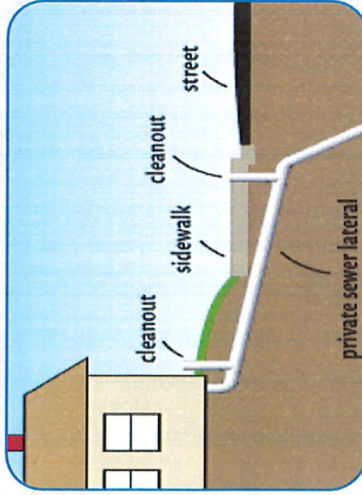
100%	125%	200%	250%
\$79,203	\$99,904	\$158,406	\$198,008

PRIORITIZATION



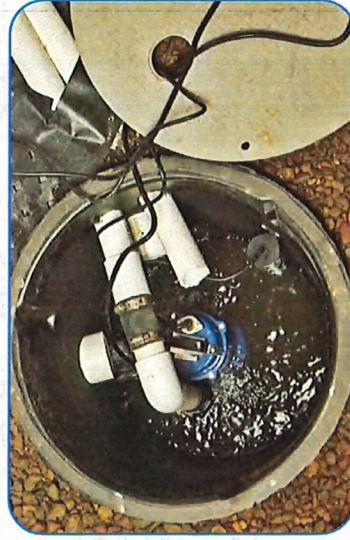
Public Sanitary Sewer Main & Manhole lining (Uptown & Turnpike Area)

- \$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)



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 calendar year after 1/30/2026 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.*



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 by 1/30/2026; 90% grant/10% (0%) interest loan after 1/30/2026, 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 by 1/30/2026; 80% grant/20% (0%) interest loan, after 1/30/2026, 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 by 1/30/2026; 70% grant/30% loan after 1/30/2026, 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 by 1/30/2026; 60% grant/40% Loan after 1/30/2026, 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 by 1/30/2026 & 25%/75% Loan after 1/30/2026. (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

(Note: In all cases, where property owners have signed a commitment form and had an inspection completed, the time to complete interior work will be extended until April 8, 2026 or one year from their inspection date, whichever is later.) Purchasers of residential properties in 2026 at an arms length transaction will be offered the opportunity to sign a commitment form and receive the 2025 grant or loan funding rate for corrective measures based upon the eligibility guidelines for 2025 provided they sign a commitment form and schedule an inspection* within 30 days of the closing of the property. *inspections scheduled/completed by prior owner are transferable.



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 property owner will have one of two options for payment for internal work that is approved by the City:

1. The City will pay the contractor after the work is completed and inspected provided the property owner and contractor sign a written agreement that acknowledges when payment to the contractor will occur. The contract for work must be between the property owner and contractor and the City payment will only be for work approved by the City and is authorized by this program.

2. The City shall reimburse the property owner either through "proof of contractor payment" or through a contractor signed "full conditional waiver of lien" for authorized work. (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. This program only provides funds for the redirection of footer drains, redirection or correction of downspouts or other drains, and the installation, correction, or redirection of sump pumps. Funds for repairs to lateral sewer lines is limited to those required to allow relining to be completed.)

City council will establish a three-member appeal board to address any decisions of the Capital Project Manager related to this program.

(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 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 January 30, 2026 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 before 1/30 2026 0%;

After 1/30/2026 2%;

During calendar year 2027 3%;

During calendar year 2028 5%;

During calendar year 2029 7%.

During calendar year 2030 9%.

No funding will be provided for those who wait until after 1/30/2026 and calendar year 2027 respectively for 250% and 200% AMI to sign commitment form, schedule an inspection, and complete interior work within a year there from.

(NOTE) (For residential property sales after 2026 at an arm length transaction, if the seller signed a commitment form, has complied with the program for inspections and repair requirements, the buyer shall be eligible for funding based upon their income in the year the seller signed the commitment form.

(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)



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