City of MAUMEE

Patrick Burtch, Ph.D. | City Administrator

p 419.897.7103 | **c** 734.777.0624 | pburtch@maumee.org

February 17, 2025

TO: Uptown Maumee Liquor Permit Holders

RE: Suspension of DORA on March 2, 2025

Good morning,

I wanted to make sure everyone was aware that the Maumee DORA will be suspended for Acoustics for Autism this year, which is taking place on Sunday, March 2, 2025. Since there are several streets that will be closed, and as the F5 liquor permit for the event will overlap areas of the DORA, City Council provided for the suspension of the Maumee DORA for that day to avoid any liquor control violations that could otherwise occur. The following street areas are part of the F5 permit for Acoustics for Autism:

The 300 and 400 blocks of Conant Street including the sidewalks (between W. John St. and W. Wayne St.);
The public alleyway in between Conant Street and the MEWS parking lot;
The 100 block of W. Dudley Street, in between Conant Street and Allen Street, including the sidewalks.
The 100 block of W. Wayne Street, in between Conant Street and Allen Street, including the sidewalks.
The 400 block of Allen Street, in between W. Dudley and W. Wayne Street, including the sidewalks.
The MEWS parking lot, which can be described as including parts of the following:
319 Conant Street (Parcel number 3607191)
321 Conant Street (Parcel number 3607187)
116 W. Dudley Street (Parcel number 3607201)
118 W. Dudley Street (Parcel number 3607204)
120 W. Dudley Street (Parcel number 3607207)
124 W. Dudley Street (Parcel number 3607211)
126 W. Dudley Street (Parcel number 3607214)

If you have any questions, please let me know.

Sincerely,

Patrick Burtch

Patrick Burtch, Maumee City Administrator

Finance & Economic Development Committee Feb 3, 2025 @ 12pm Report/Notes:

In-person Attendance: Finance Chair Margo Puffenberger, Council President Gabriel Barrow, Council Person Joshua Harris, City Administrator Patrick Burtch, Finance Director Jennifer Harkey, Asst. Finance Director Donna Helle, Law Director Alan Lehenbauer, PIO Nancy Gagnet, Resident Ric Hardy, Resident Susan Hardy.

Margo Puffenberger called the meeting to order after proper advertisement to the public.

1. **2.Margo Puffenberger made a motion for the Finance Committee to recommend to council authorizing community support in the amount of $58,425 for the Maumee Valley Historical Society and Gabriel Barrow second the motion. The motion carried with an unanimous vote:**
   There are a few items for the grounds and buildings of the Wolcott House that will be included as Capital Projects such as repairs of the red barn and the construction of a new storage building.
2. **A. Gabriel Barrow made a motion for the Finance Committee to recommend to council authorizing moving forward with High Street improvements to both the Street and Storm Sewer Systems and Joshua Harris second the motion. The motion carried with an unanimous vote:**
   It was discussed that around 30% - 40% oppose the project but it was also mentioned that of those people, the majority live on River Road and also have access to their homes from River Road. Margo mentioned hearing from residents how the road has been inaccessible for over 30 years due to the lack of drainage during rain events. Mayor Jim MacDonald commented that emergency access is very difficult. The assessment will likely be around $9,000 per property owner. The homeowner has the option to assess the $9,000 to be paid over the course of 15 years along with interest to do so.
   B. Gabriel Barrow left the room as he has conflict for the item of business for Street improvements to Inwood. Margo Puffenberger made a motion for the Finance Committee to recommend to council authorizing moving forward with Inwood Street improvements and Joshua Harris second the motion. The motion carried with an unanimous vote from the 2 remaining voting members of the committee:
   It was discussed that Inwood is slated to get the addition of curbs along with resurfacing of the street. It was noted that a lot of money can be saved by repaving now as waiting too long would compromise the street enough to require a complete rebuild of the base and repavement. Margo mentioned that both she and Council Member Jon Fiscus had heard from a resident on the street in opposition of the project. The resident claimed that she and many others did not want the improvement. Margo asked that the resident of whom contacted her have the neighbors that are opposed contact her to share their opposition to the project. Margo was not contacted by any other residents on the street. Meanwhile she had taken time to visit the street a couple times since then to assess the need for the street repair. The potential assessment for homeowners would come out to

around $653/year for 15 years (excluding interest). A few residents have complained about cars being parked off the side of the road and in their lawns which is one of the reasons why curbs were added to prevent vehicles from doing so. Both of these projects have been in the planning/design stages for a while and the city administrator feels that staff is capable of moving forward with managing these projects along with the current sewer projects. It was noted that there are still at least a couple other streets on an ever growing list of streets that need repaired and the city needs to keep forward movement on street repair projects to keep the streets within the city of Maumee in proper working order.

3. **Gabriel Barrow made a motion for the Finance Committee to recommend to council authorizing Mayor MacDonald's request to increase the senior discount and increase the income level for qualification for the discount. Joshua Harris second the motion. The motion carried with an unanimous vote:**
   Mayor Jim MacDonald asked finance to increase the senior discount from $10/quarter for qualifying seniors/disabled residents to $30/quarter. This discount is in theory equivalent to approximately 1K gallons of usage. This increase in discounts will likely have a $60K budgetary impact. A resident in attendance noted that the increase in discount and qualifications is much needed and appreciated. In addition, it was stated that .
4. **Margo Puffenberger made a motion for the Finance Committee to recommend the use of OpenGov for increased transparency of municipal finances to residents of Maumee. Joshua Harris second the motion. The motion carried with an unanimous vote:**
   Finance Director Jennifer Harkey gave a presentation to the finance committee. She presented 3 potential softwares for use by the city to increase financial transparency to residents of Maumee. OpenGov and Questica were the top two of the bunch and she took us through a mockup to show us how the dashboard would look to the public and some of the visuals and details they offer. OpenGov was a hands down favorite of the finance team, has similar annual costs as Questica but costs considerable more at set up. With that being said, the quality of the dashboard and offerings and thoroughness in setup make it seem worth the extra up front cost. OpenGov also has the capabilities of doing some things with bidding

The meeting was adjourned with an initial motion made by Joshua Harris and a second by Margo Puffenberger. The motion carried with a unanimous vote.

Mr. Dan Arnold
City of Maumee Prosecutor
400 Conant Street
Maumee, OH 43537

Dear Mr. Arnold:

Thank you for your continuing participation in the Northwest Ohio Regional Information System (NORIS) through the Criminal Justice Coordinating Council. NORIS continues to strive to provide the most current and complete shared integrated criminal justice information system in the State of Ohio.

Please be advised that NORIS will be making adjustments to the contractual services pricing structure to help offset the increasing costs of maintaining our growing network. I understand that price increases can have a substantial impact on an agency's budget, and I will be providing a follow-up communication in April of 2025 with your agency's estimated costs for the 2026 contract year.

Enclosed is the Statement of Agreement between City of Maumee Prosecutor Office and the Criminal Justice Coordinating Council / Northwest Ohio Regional Information System for the coming year to continue offering your agency NORIS applications and services. Please sign and return the agreement **by October 31, 2024.**

If there are any questions or concerns about your agencies NORIS services, please do not hesitate to contact me. For questions regarding general invoicing or billing please contact Liz Cappelletty, Director of Administrative Services at 567.200.6833 or liz.cappelletty@noris.org.

Sincerely,

Shane Marie McCracken

Shane Marie McCracken
Director, Northwest Ohio Regional Information System (NORIS)
shane.mccracken@noris.org
O: 567.200.6808
C: 419.469.4940

STATEMENT OF AGREEMENT
BETWEEN
CITY OF MAUMEE PROSECUTOR OFFICE
AND
CRIMINAL JUSTICE COORDINATING COUNCIL

WHEREAS, the Criminal Justice Coordinating Council (CJCC) provides criminal justice information services through the Northwest Ohio Regional Information System (NORIS); and

WHEREAS, the City of Maumee Prosecutor Office (CUSTOMER) desires to implement NORIS software and applications.

NOW THEREFORE, it is agreed as follows:

I. NORIS shall provide access for the services listed in Section V and provide training to Customer for this purpose.

II. CUSTOMER shall provide to the CJCC the sum of **$3,105.00** for NORIS SOFTWARE application and maintenance during **calendar year 2025 starting January 1, 2025 and ending December 31, 2025.**

III. NORIS will provide a perpetual non-exclusive license for the right to use the NORIS applications listed in Section IV provided CUSTOMER maintains software maintenance. This license is limited to use by the CUSTOMER for internal needs and may not be resold, transferred or shared. As used in this section, the term license refers only to the NORIS applications listed. **This agreement does not include LEADS fee.**

IV.

Application Description	Set-Up Cost (One Time Fee)	Annual Cost
Case Log Information Processing (CLIP) Read Only Access (MMC)		$ 525.00
Buckeye Telesystems - High Speed Data Transmission		$ 2,580.00
2025 Contract Total		$ 3,105.00

IV Cont.

Annual maintenance will consist of:

A. Maintenance of user accounts.

B. First level telephone support available 24 X 7 through the NORIS Data Center.

C. Respond within 8 hours to business-critical issues 24 x 7. Routine support issues will be handled Monday through Friday during normal business hours.

D. Periodic upgrades to NORIS software and applications.

E. Repair of identified software bugs.

F. Database software to support NORIS software and applications.

G. 24 X 7 hardware support for equipment in the NORIS Data Center used to support NORIS software and applications.

H. Reorganizing and optimizing databases and files when necessary to maintain system performance.

I. Performing daily file and database backups and/or database file recoveries.

J. Periodic installation of fixes, updates and new releases of operating system and database software.

K. Integration of CUSTOMER'S data in data sharing applications.

L. Monitoring the network for reasonable performance, intrusions, and outages.

V. NORIS contracts may be subject to an annual increase not to exceed 5%.

VI. CUSTOMER is responsible for the procurement of all computer supplies not covered in this agreement.

VII. Any equipment owned by NORIS at the CUSTOMER's site shall be maintained by NORIS. Optionally, NORIS may maintain CUSTOMER owned equipment. This may include but is not limited to PC terminals, printers, routers, LAN extenders and CSU/DSU equipment. NORIS will repair or replace, at its option, any NORIS owned equipment that fails to work as required. CUSTOMER is required to pay for any repairs that arise from any component not being used as specified or damaged through fire, flood, war or other natural or manmade disasters. Further, any repair cost caused by malicious and/or negligent treatment of the equipment or use of the equipment for the purpose other than those intended by the manufacturers shall be the responsibility of the user.

VIII. NORIS will not allow any non-NORIS installed software to be used on its NORIS/LEADS terminals without prior written approval from NORIS.

IX. The end-user may NOT decompile, reverse engineer, disassemble or otherwise reduce the software to a human readable form. The end-user may NOT modify, adapt, translate, rent, lease, load, resell for profit, distribute, or otherwise assign or transfer the software.

X. The CUSTOMER will be invoiced on an annual basis.

XI. ITEMS NOT INCLUDED

Software maintenance and CUSTOMER support does not include:

A. Maintenance of CUSTOMER owned PCs.

B. Maintenance of CUSTOMER owned network equipment such as routers, switches and hubs.

C. Maintenance of printer parts.

D. Installation of hardware or software, except as noted above, on CUSTOMER owned PCs for the purpose of providing a connection to the NORIS network. NORIS software, established between the NORIS and CUSTOMER network with two level authentication, allows customer access to NORIS.

Remainder of page left intentionally blank.

TERMS AND CONDITIONS

I. LIMITATION OF LIABILITY

A. CUSTOMER'S LIMITATION OF LIABILITY

1. The CUSTOMER, its employees, agents and subcontractors will not be liable to NORIS or any other person for any claim or damages arising directly or indirectly from the information technology (IT) services, or any documentation relating to such services described hereunder, or from any other cause, except for claims resulting from bodily injury or damage to personal property unrelated to the delivery of it services and due to the sole negligence of the CUSTOMER'S employees.

    a) In no event will the CUSTOMER be liable to any party for indirect, incidental, special or consequential damages of any kind arising hereunder even if the CUSTOMER has been advised of the possibility of such damages.

    b) The CUSTOMER specifically disclaims any responsibility for performance and suitability for purpose, or software provided by any third-party provider.

B. NORIS's LIMITATION OF LIABILITY

1. NORIS makes no other warranties or representations, express or implied, in fact or in law with regard to their services provided under this agreement. NORIS shall have no further liability of any kind on this agreement, whether direct or indirect for any loss or damage suffered by CUSTOMER's employees, agents, representatives or CUSTOMER's customers, clients or licensees, invitees or inmates using the facilities or retaining the services of the CUSTOMER as a result of or arising out of NORIS provision of services under this agreement. In no event shall NORIS or its employees be liable for any incidental, indirect, special or consequential damages whatsoever, including, but not limited to, loss of use, revenue or profit arising out of or otherwise relating to this agreement or the use of performance of the systems relating to this agreement even if NORIS has been advised or knew of the possibility of such damages.
2. The CUSTOMER shall indemnify, defend and hold CJCC/NORIS and all officers harmless from any and all claims, actions, damages and liabilities, costs and expenses, including attorney's fees, which CJCC/NORIS may incur due to or in connection with claims by any third party to the contrary.
3. The CUSTOMER shall indemnify, defend, and hold CJCC/NORIS harmless from any claim, action, damage, liability, cost or expense, including attorney's fees, arising from any loss, damage, injury or death caused by the negligent or reckless performance of any agent, employee, customer, business invitee or business visitor of the CUSTOMER or of any duties or obligations of the CUSTOMER pursuant to this agreement. The indemnification provided for in the foregoing sentence shall apply whether the claim relating to such loss, damage, injury or death arises in tort, contract or otherwise.

II. Resolution of Issues

For any issues relating to unsatisfactory work production or severe defects by the project team, the NORIS Director will endeavor to first understand and then resolve the issue directly with CUSTOMER. If for any reason the NORIS Director does not manage any issue to the CUSTOMER's satisfaction, the issue may be escalated to:

Holly Matthews, Executive Director, CJCC
CJCC@noris.org
Tel: (567) 200.6828

The process of Binding Arbitration will settle disputes, which may arise between the CUSTOMER and NORIS with regard to this Agreement. The parties will utilize the services of a certified Arbitrator appointed by the Court of Common Pleas of Lucas County, and will abide by the ruling of the court appointed Arbitrator.

III. Disclaimer

NORIS makes no warranties of any kind, either expressed or implied, and disclaims the implied warranties of merchantability and fitness for a particular purpose with respect to technical information or technical assistance provided by NORIS under and pursuant to this AGREEMENT.

IV. Limitation of Damages

CJCC/NORIS will not be liable for any delay in or failure to provide services if due to any cause or conditions beyond NORIS's reasonable control, whether foreseeable or not. NORIS's entire liabilities for damages for any cause whatsoever, and regardless of the form of action, shall be limited to CUSTOMER's actual direct damages not to exceed the amount paid to NORIS under this AGREEMENT. In no event shall CJCC/NORIS, its officers, agents and employees, be liable under or in connection with this AGREEMENT under any theory or tort, agreement, strict liability or other legal or equitable theory for lost profits, special, incidental or consequential damages.

V. Confidentiality

Without the prior written consent of the CUSTOMER, NORIS shall maintain the confidentiality of and shall not disclose any information disclosed to, obtained by or created by NORIS in connection with its performance of the services or otherwise in connection with this AGREEMENT. The obligations of confidentiality and non-disclosure imposed under this AGREEMENT shall not apply to:

A. Information which is published or otherwise becomes available to the general public as part of the public domain without breach of this AGREEMENT;

B. Information which has been furnished or made known to NORIS by a third party which does not involve a breach of the third party's obligations to CUSTOMER;

C. Information that was in NORIS's possession without proprietary restrictions prior to the date of disclosure to NORIS;

D. Information that NORIS establishes was developed independently of any information furnished to it; and

E. General information of a nonproprietary nature.

VI. **ASSIGNMENT**

This AGREEMENT may not be assigned or transferred by either party, in whole or in part, either voluntarily or by operation of law, without the prior written consent of the other party.

VII. **OWNERSHIP**

NORIS retains all marketing and resell rights to all software, components, methodologies and documentation developed in conjunction with the application covered by this AGREEMENT.

VIII. **WAIVER**

The failure of either party to exercise any of its rights or to enforce any of the provisions of this AGREEMENT on any occasion shall not be a waiver of such rights or provisions, nor affect the right of such party thereafter to enforce each and every provision of this AGREEMENT.

IX. **INDEPENDENT CONTRACTOR STATUS**

NORIS is performing the services and duties required of it pursuant to this AGREEMENT as an independent contractor and not as an employee, agent, partner of or joint venture. NORIS shall not have authority to bind or obligate the CUSTOMER in any manner. CUSTOMER shall neither have nor exercise any control over the methods by which NORIS accomplishes the performance of the services. The sole interest of CUSTOMER is to assure that the services shall be provided in a competent, efficient, and satisfactory manner. NORIS will be solely responsible for the payment or withholding of all federal, state or local income taxes, Medicare taxes, unemployment taxes, workers' compensation and other insurance required by law arising from NORIS's compensation hereunder. NORIS will maintain Worker's Compensation and comprehensive general liability coverage in form, in amount, and with carriers, which it deems satisfactory to the prudent operation of its business.

X. **SEVERABILITY**

If any provision of this AGREEMENT is invalid or unenforceable under any applicable statute to rule of law, then the affected provision shall be curtailed and limited only to the extent necessary to bring said provision within legal requirements, and this AGREEMENT as so modified shall continue in full force and effect.

XI. **NOTICES**

All notices required by or relating to this AGREEMENT shall be in writing and shall be sent to the addresses set forth below. A notice shall be deemed duly given 1) if deposited, postage prepaid in the United States mail and directed to the below-described address or as changed if notice is provided to the other party or 2) if it is delivered by email, the other party acknowledges receipt of the email.

CITY OF MAUMEE PROSECUTOR OFFICE
400 CONANT STREET
MAUMEE, OH 43537
ATTN: MR. DAN ARNOLD

CJCC / NORIS
640 JACKSON STREET, SUITE 1720
TOLEDO, OHIO 43604-2230
ATTN: HOLLY K. MATTHEWS
EMAIL: CJCC@NORIS.ORG

XII. **Entire Agreement**

This AGREEMENT and all appendices attached hereto and all associated work authorization documents accepted hereunder, constitute the entire AGREEMENT between the parties and shall supersede all proposals or prior AGREEMENT, oral or written, and all other communications between the parties relating to the subject matter of this AGREEMENT.

XIII. **Rights and Authority**

The CUSTOMER warrants and represents that it has full right and authority to enter into this AGREEMENT and that neither the act of doing so nor its conduct as contemplated hereby shall be in violation of any AGREEMENT or obligation to which it is a party or by which it is bound.

XIV. **Governing Law**

This AGREEMENT shall be governed and construed in accordance with the laws of the Lucas County, State of Ohio, of the United States.

XV. **Relationship**

Nothing contained in this AGREEMENT shall be constructed to imply a joint venture or principal and agent relationship between NORIS and the CUSTOMER and neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party.

XVI. **Termination**

A. This AGREEMENT is effective until terminated by either party. Written notice of intent to terminate shall be provided ninety (90) days prior to the date of actual termination. The notice should specify the extent to which performance of work under this AGREEMENT is terminated, and the future date upon which such termination becomes effective. The CUSTOMER agrees to pay NORIS for all work performed up to the date of such termination, including any prepaid items or cancellation fees to third party suppliers. Any CUSTOMER owned equipment, located within the NORIS Data Center or elsewhere, will be returned to the CUSTOMER upon termination of this AGREEMENT.

B. This AGREEMENT may be amended from time-to-time in writing by the parties provided that such amendments shall be attached hereto and become a part thereof. Any changes in fees, services, conditions or guidelines shall be dealt with under this paragraph.

Remainder of page left intentionally blank.

CONTRACT AGREEMENT SIGNATURES

HOLLY K. MATTHEWS EXECUTIVE DIRECTOR, CJCC	Holly K. Matthews SIGNATURE	9/6/2024 DATE
SHANE MARIE MCCRACKEN DIRECTOR, NORIS	Shane Marie McCracken SIGNATURE	08/29/2024 DATE
CITY OF MAUMEE PROSECUTOR OFFICE REPRESENTATIVE NAME (PRINTED)	SIGNATURE	DATE
REPRESENTATIVE TITLE		

CUSTOMER BILLING INFORMATION

CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE
CONTACT NAME (PRINTED)	EMAIL ADDRESS	PHONE

CJCC/NORIS BILLING QUESTIONS, PLEASE CONTACT:
LIZ CAPPELLETTY, DIRECTOR OF ADMINISTRATIVE SERVICES
P: 567.200.6833
E: LIZ.CAPPELLETTY@NORIS.ORG

WIRELESS NOTIFICATION SYSTEM (WENS) – CITY OF MAUMEE PROSECUTOR OFFICE

PROSECUTOR	EMAIL ADDRESS	CELL PHONE#
TERMINAL AGENCY COORDINATOR (TAC)	EMAIL ADDRESS	CELL PHONE#
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#
AGENCY CONTACT	EMAIL ADDRESS	CELL PHONE#

INTERGOVERNMENTAL AGREEMENT 2025-01

By and Between

THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

And

THE LUCAS COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

For

US 20A at I-475 Interchange Project –MAUMEE Pathway Change Order

Dated as of February 20, 2025

INTERGOVERNMENTAL AGREEMENT 2025-01

This Intergovernmental Agreement 2025-01 (this "Agreement") is made and entered into as of February 20, 2025 (the "Effective Date"), by and between the City of Maumee, a political subdivision located in Lucas County Ohio and pursuant to Ohio Revised Code ("ORC") Chapters 715 and its Charter ("MAUMEE"), and THE LUCAS COUNTY TRANSPORTATION IMPROVEMENT DISTRICT, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "LCTID"). (MAUMEE and the LCTID are collectively referred to herein as the "Parties".)

Recitals:

A. The LCTID is acting as the Local Project Agency or LPA for the *US 20A at I-475 Interchange Project*, also known as *LUC – 475-1.85 (PID 99731)*, as further set forth and designed per plans and documents on file with LCTID, the Lucas County Engineer's Office ("LCEO") and the Ohio Department of Transportation ("ODOT") (further defined herein as the "Project" or the "US 20A Interchange Project"), which Project is currently under construction.

B. MAUMEE has requested that the Project pathway, located on the east side of the interchange (the "Pathway"), now be constructed of concrete rather than the asphalt currently provided for and specified in the Project plans and documents on file with the LCTID, LCEO and ODOT, and the Parties acknowledge and agree that to make this change from asphalt to concrete will require the LCTID to authorize a change order in coordination with ODOT in the amount of One Hundred Twenty Seven Thousand Eight Hundred Eighteen Dollars and .55/1.00 ($127,818.55) (the "*Pathway Change Order*" as defined hereafter).

C. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any project from the federal or any state or local government and MAUMEE is specifically authorized by ORC § 5540.02(f) to make appropriations from monies available to MAUMEE and not otherwise appropriated to pay cost incurred by the LCTID in the exercise of its functions under ORC Chapter 5540.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, MAUMEE and the LCTID do hereby agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article I Definitions

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

"Council" means the City Council of MAUMEE.

"Day" means a calendar day, unless specifically designated as a Business Day.

"LCEO" means the Lucas County Engineer's Office, an elected office located in the County.

"LCTID Board" means the LCTID Board of Trustees.

"MAUMEE Pathway Change Order Pledged Amount" means MAUMEE's funding pledge, in the amount of One Hundred Twenty Seven Thousand Eight Hundred Eighteen Dollars and .55/1.00 ($127,818.55), which amount is required to fund the Pathway Change Order requested by MAUMEE as specified and required by ODOT, to be paid by MAUMEE to the LCTID by the Payment Date (defined hereafter) and as set forth in the MAUMEE Invoice attached hereto as *Exhibit A,* which is on or before March 15, 2025, and receipt by the LCTID of such payment shall be required prior to the LCTID authorizing the Pathway Change Order with ODOT.

"Pathway Change Order" means the change order requested by MAUMEE to the Project plans, so as to modify the composition of the Pathway from asphalt to concrete and related actions and costs, as set forth herein and in the documents and plans on file with the LCTID, LCEO, and ODOT.

"Payment Date" means the date of March 15, 2025, which is the date the *MAUMEE Pathway Change Order Pledged Amount* and the *TID Project Management Fee* are due and payable to the LCTID, as further set forth in *Exhibit A ~ Maumee Invoice,* attached hereto and made part hereof.

"*Project*" or "*US 20A Interchange Project*" means the transportation improvement project referred to as the I-475 at US 20A Interchange Project, also known as LUC-475-1.85 (PID 99731), as further set forth, described, and designed per plans and documents on file with the LCTID and ODOT.

"Term" has the meaning given to such term in Section 4.01.

"TID Project Management Fee" means the fee, in the amount of Five Thousand Dollars and no cents ($5,000.00), payable by MAUMEE to the LCTID as a fee for its services, acting as the LPA with ODOT, in relation to the Pathway Change Order requested by MAUMEE, which amount is due and payable to the LCTID on or before the Payment Date and as set forth in Exhibit A.

Section 1.02. Exhibits.

(a) The following Exhibits are attached to and made a part of this Agreement:

Exhibit A ~ MAUMEE Invoice

Section 1.03. References to Parties. Any reference in this Agreement to MAUMEE or the Council, the LCTID or the LCTID Board, or to any officers of MAUMEE or the LCTID, includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of MAUMEE, or the LCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either entity by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article II Scope of Agreement

Section 2.01. General Agreement Regarding Pathway Change Order. The Parties acknowledge and agree as follows:

(a) MAUMEE explicitly agrees to make payment to the LCTID of the MAUMEE Pathway Change Order Pledged Amount, as is required to fund the costs of the Pathway Change Order and MAUMEE explicitly agrees to make payment to the LCTID of the MAUMEE Pledged Amount and the TID Management Fee by the Payment Date defined herein and set forth in the Maumee Invoice attached hereto as *Exhibit A*. MAUMEE further agrees that it is solely responsible for all the Pathway Change Order costs.

(b) The LCTID explicitly agrees to:

i) authorize the Pathway Change Order, contingent upon receipt of the MAUMEE Pathway Change Order Pledged Amount and TID Management Fee by the Payment Date defined herein and set forth in the Maumee Invoice attached hereto as *Exhibit A*, and execute the necessary documents required by ODOT to authorize the Pathway Change Order.

ii) only utilize the MAUMEE Pathway Change Order Pledged Amount for the Pathway Change Order and will allocate those funds further in accordance with Section 2.02 below.

(c) In the event the LCTID does not receive the payment due, pursuant to (a) above, the LCTID will immediately notify MAUMEE in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately.

Section 2.02. Application of MAUMEE Pathway Change Order Pledged Amount.

(a) The LCTID will apply the MAUMEE Pathway Change Order Pledged Amount for the sole purpose of funding the cost of the Pathway Change Order.

(b) The MAUMEE Pathway Change Order Pledged Amount shall be deposited and maintained by the LCTID, unless or until disbursed to ODOT, in such accounts and accounted for as mutually agreed upon by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

(d) The Parties acknowledge and agree (1) that the MAUMEE Pathway Change Order Pledged Amount constitutes a specific commitment of necessary funding by MAUMEE for the Pathway Change Order; and, (2) that the LCTID is relying upon this funding commitment by MAUMEE to facilitate and fund the Pathway Change Order work, and will apply such funds solely for same, in accordance with ORC Chapter 5540 and other applicable law and regulations.

Section 2.03. Relationship of the Parties.

(a) Neither this Agreement nor the relationship among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other Party, and neither Party shall bind, or be liable for the debts or obligations of, the other Party. In the performance of its services hereunder, the LCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the other Party, except as specifically provided herein. The number of employees, consultants and contractors used by the LCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be reasonably determined by the LCTID in good faith and in the best interests of the successful completion of the preliminary engineering, environmental, and detailed design work. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either MAUMEE or the LCTID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.04. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, commissioner, officer, agent, or employee of any Party in other than his or her official capacity; and neither MAUMEE or the Mayor, Council or any member of MAUMEE or any member of the LCTID or the LCTID Board, nor any official executing this Agreement, shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.05. Liability of the Parties. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that such act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

Section 2.06. No Third Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities, shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement provided, however, and to the extent applicable, that the LCTID Board Members shall have rights under this Agreement with respect only to the enforcement of the payment obligations of MAUMEE.

Article III Representations and Further Agreements

Section 3.01. Representations of the LCTID. To induce MAUMEE to enter into this Agreement, the LCTID represents to MAUMEE as follows:

(a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;

(b) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the LCTID and its Board Members; and this Agreement, when executed and delivered by the LCTID, will constitute a legal, valid, and binding obligation of the LCTID; and

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the LCTID or (2) result in a default under any agreement or instrument to which the LCTID is a party or by which it is bound.

Section 3.02. Representations of MAUMEE. To induce the LCTID to enter into this Agreement, MAUMEE represents to the LCTID as follows:

(a) it is the duly constituted body of MAUMEE under the laws of the State;

(b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;

(c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of MAUMEE; and this Agreement, when executed and delivered by the Council, will constitute a legal, valid, and binding obligation of MAUMEE;

(d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to MAUMEE or (2) result in a default under any agreement or instrument to which either the Council or MAUMEE is a party or by which either the Council or MAUMEE is bound; and

Section 3.03. Challenge to Agreement.

(a) Each Party waives any and all rights it may have to commence or to maintain any civil action or other proceeding to contest, to invalidate, or otherwise to challenge this Agreement or any of the actions required or contemplated by this Agreement, or to take any actions, either directly or indirectly, to oppose in any other way, or to initiate, promote, or support the opposition of, this Agreement or any of the actions required or contemplated by this Agreement.

(b) In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to vigorously defend the Agreement.

Section 3.04. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Party, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by all Parties. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after the Effective Date to and including the date of completion of the Pathway Change Order work (the "Term").

Section 4.02. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by all Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by any other Party, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article V Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or

(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Lucas County Transportation Improvement District
Attn: Mike Pniewski, P.E. /P.S., Secretary/Treasurer
1049 S. McCord Road
Holland, Ohio 43528
Facsimile: (419) 213-2829
Electronic Mail: mpniewski@co.lucas.oh.us

(c) All notices to be given to MAUMEE pursuant to this Agreement shall be sent to MAUMEE at the following address:

The City of Maumee
Attn: Patrick Burtch, PhD., City Administrator
400 Conant Street
Maumee, Ohio 43537

Facsimile: (419) 897-7114
Electronic Mail: PBurtch@maumee.org

(d) Any Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.02(a) hereof.

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings among the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions of assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures. The terms of this Agreement are hereby agreed to by both Parties, as shown by the signatures of representatives of each. Each Party represents that the signatories hereto have been duly authorized to execute this Agreement on behalf of the Party. The delivery of a signed copy of this Agreement by Facsimile Transmission (fax) or by e-mail transmission in Portable Digital Format (pdf) shall constitute effective execution and delivery of this Agreement as to the Parties; and will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such fax or pdf signature page were an original Agreement. Signatures of the Parties to this contract transmitted by facsimile or PDF will be deemed to be their original signatures for all purposes.

[Signature pages to follow]

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Parties by their duly authorized officers, all as of the Effective Date.

City:

THE CITY OF MAUMEE, LUCAS COUNTY, OHIO

____
James McDonald, Mayor

Attest:

____
Municipal Clerk

Date:__________________________

Approved as to form:

____
Law Director

Date:__________________________

LCTID:

THE LUCAS COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By:____________________________
Mike Pniewski, P.E., P.S.
Secretary-Treasurer

Date:__________________________

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Finance Director of the City of Maumee, Lucas County, Ohio (the "City"), hereby certifies that the moneys required (if any) to meet the obligations of the City for the year 2025 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the City, or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Dated: ________________, 2025

____
Jennifer Harkey, CPA, Director of Finance

Exhibit A

LUCAS COUNTY
Transportation Improvement District
LCTID

1049 S. McCORD ROAD
HOLLAND, OH 43528
Phone 419-213-2860 Fax 419-213-2829

INVOICE

FEBRUARY 10, 2025

TO:

Patrick Burtch, City Administrator
City of Maumee
400 Conant Street
Maumee, OH 43537

US 20A @ I-475 Interchange Project: City of Maumee payment amount for Pathway Change Order	$ 127,818.55
LCTID Project Management Fee	$ 5,000
Total	**$132,818.55**

Make check payable to **LUCAS COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ON OR BEFORE MARCH 15, 2025.**

If you have any questions concerning this invoice, contact Kelleigh Decker 419-213-4649.

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RESOLUTION NO. 004 -2025

A RESOLUTION IN SUPPORT OF AND AUTHORIZING THE FINANCE DIRECTOR ACCEPT THE OHIO DEPARTMENT OF NATURAL RESOURCES NATUREWORKS GRANT IN THE AMOUNT OF $91,544 AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources ("ODNR"), provides financial assistance to political subdivisions for the purpose of providing public recreation through the State of Ohio NatureWorks Grant Program; and

WHEREAS, the City of Maumee has received a grant from the NatureWorks Grant Program to replace play structures and surface material at Robert S. Hoag (Ford) field;

WHEREAS, this recreation project would promote the health, safety, and welfare of all residents of the City of Maumee

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

Section 1. That the City of Maumee approves the acceptance of financial assistance for this recreation projects with the ODNR in the amount of $91,544.00.

Section 2. That Finance Director, Jennifer Harkey is hereby authorized and directed to sign and approve the Grant Agreement and file the same with the Ohio Department of Natural Resources, through the State of Ohio NatureWorks Grant Program, and to provide all information and documentation required for said grant.

Section 3. The City of Maumee hereby obligates the funds required to satisfactorily complete the recreation project and become eligible for reimbursement under the terms of the NatureWorks Grant Program.

Section 4. That it is found and determined that all formal actions of the Council of the City of Maumee concerning and relating to the adoption of this Resolution were taken in an open meeting of the Council of the City of Maumee and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including the Maumee City Charter and the Ohio Revised Code.

Section 5. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare of the citizens of the City of Maumee, the immediate emergency being the necessity to accept the grant from the State of Ohio's NatureWorks Grant Program, prior to its predetermined deadlines; therefore, this Resolution shall be in full force and effect upon its passage.

Motion to Suspend the Rules and adopt as an Emergency
Moved: Second:
YEAS: NAYS:
Vote on Passage
Moved: Second:
YEAS: NAYS:
Passed February 17, 2025

ATTEST: ____________________________
Mayor.

____
Municipal Clerk.

APPROVED AS TO FORM:

____
Law Director.

CERTIFICATE OF RECORDING OFFICER

I, Kasey Van Wormer, the Clerk for the City of Maumee, do hereby certify, that the foregoing is a true and correct copy of Resolution 004 -2025 adopted by Maumee City Council at a meeting held on February 17, 2025, and that I am duly authorized to execute this certificate.

____

Kasey Van Wormer-Maumee Clerk

NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES,** acting through its Office of Real Estate and Land Management, **("ODNR")** with offices located at 2045 Morse Rd., Bldg. E, Columbus, OH, 43229, and **City of Maumee**, which is located at 400 Conant Street, Maumee, OH 43537 **("Grantee")**.

Grantee is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01 and §1557.06, ODNR may provide grants to eligible applicants for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital projects that enhance the use and enjoyment of natural resources by individuals. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant:

Replace play structures and surface material at Robert S. Hoag (Ford) Field.

The parties therefore agree as follows:

1. **AWARD.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed **$ 91,544.00** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill No. 687, and pursuant to Ohio Revised Code Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs incurred in the performance and completion of the deliverables detailed in the attached Exhibit A, Boundary Map (the "Project").

2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit to the ODNR such reports and documents as ODNR may request; (4) establish a separate special account for the funds for the acquisition and/or development of the Project; (5) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR; (6) report any and all income gained on the Property or facilities during the Project Period; and (7) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to Section 15, either during or after completion of the Project.

3. **NOTICE.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Grantee Contact:	ODNR Contact:
Jennifer Harkey Local Project Coordinator City of Maumee 400 Conant Street Maumee, OH 43537 419-897-7124 jharkey@maumee.org	Dee Burlison Program Manager ODNR Office of Real Estate & Land Management 2045 Morse Road, E-2 Columbus, Ohio 43229 614-265-6834 Dolores.Burlison@dnr.ohio.gov

4. **PERIOD OF PERFORMANCE.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on December 31, 2026, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The period between the Effective Date and the Termination Date shall be referred to herein as the "Project Period." Grantee shall complete all work on the Project on or before December 31, 2026.

5. **COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide" and "Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. ODNR may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.

6. **NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the property as described in Exhibit A (the "Boundary Map") attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the "Property"). If the Property is to be acquired with the funding assistance granted pursuant to this Agreement, Grantee shall not permit any

encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the Property for the Project as approved. Grantee shall provide a final Boundary Map for the Property prior to the acquisition of the Property. Grantee represents that it is, and/or covenants that it will be, the fee simple owner of the Property, or has, or will have, a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are, or will be: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A.

7. **USE OF PROPERTY.** Grantee agrees to operate, maintain, and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in the Boundary Map. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Article VIII, Section 2l of the Ohio Constitution.

8. **MAINTENANCE OF PROPERTY**. The Property will be operated and maintained to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.

9. **ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age, or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. Grantee agrees that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require that any facility on the Property be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17) and will be responsible to ensure compliance with these specifications by the contractor.

10. **USER FEES.** User fees charged for use of the Property or facilities on the Property shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Revenues occurring from non-recreational uses of the Property (Ex. Income from sales of timber, oil, gas, or minerals) shall be (a) returned to the public in the form of expanded facilities or services on the Property or (b) offset the reimbursement basis.

11. **QUALIFICATION TO RECEIVE GRANT**. Grantee affirms that it duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

12. **BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid. If competitive bidding for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents shall not be designed so as to restrict or preclude open competitive bidding. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

13. **UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.

14. **APPROPRIATION OF PROPERTY.** Grantee shall comply with the terms of Ohio Revised Code Chapter 163 for all real property acquisitions and, where applicable, shall assure compliance with those requirements for the Property to be developed with assistance under this Agreement.

15. **REPORTS AND RECORDS**. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be the sole responsibility of Grantee, and that no funds provided under this Agreement will be used by Grantee for payment of any audit expenses for any reason at any time.

16. **TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

17. **TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. Grantee shall return

any unused grant funds to ODNR within thirty (30) days of termination. In the event of termination, all unused funds shall be retained by ODNR.

18. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee's termination, Grantee shall repay ODNR all funds transferred under this Agreement.

19. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

    Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

20. **AFFIRMATIVE ACTION PROGRAM.** Grantee shall require the prime contractor(s) on the project have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division before awarding a construction contract. Grantees can look up those contractors with a valid Certificate of Compliance at https://eodreporting.oit.ohio.gov/certification-compliance.

21. **WORKERS' COMPENSATION.** Grantee shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.

22. **COMPLIANCE WITH LAWS.** Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

23. **LIABILITY; INDEMNIFICATION.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed

that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

24. **DRUG-FREE WORKPLACE.** If applicable to Grantee as a "contracting authority'" Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.

25. **USE OF MBE AND EDGE VENDORS.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.

26. **EVENTS OF SIGNIFICANT IMPACT.** Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

27. **PUBLIC RECORDS.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Ohio Public Records Law R. C. §§ 149.43 and 149.431.

28. **DEEBARMENT AND SUSPENSION.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.

29. **FINDINGS FOR RECOVERY.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.

30. **OHIO ETHICS LAW.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.

31. **CAMPAIGN CONTRIBUTIONS.** The Grantee affirms that, if applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or the Governor's campaign committees.

32. **NON-APPROPRIATION.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

33. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

34. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

35. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.

36. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.

37. **SEVERABILITY**. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

38. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

40. **ENTIRE AGREEMENT.** This Agreement, including any attachments referenced and made a part hereof, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

Each party is signing this Agreement on the date stated below that party's signature.

GRANTEE	OHIO DEPARTMENT OF NATURAL RESOURCES
City of Maumee	OFFICE OF REAL ESTATE & LAND MANAGEMENT
By: Jennifer Harkey	By: ______________________
Printed Name: Jennifer Harkey	Printed Name: ______________________
Title: Finance Director	Title: ______________________
Date: 2/3/25	Date: ______________________

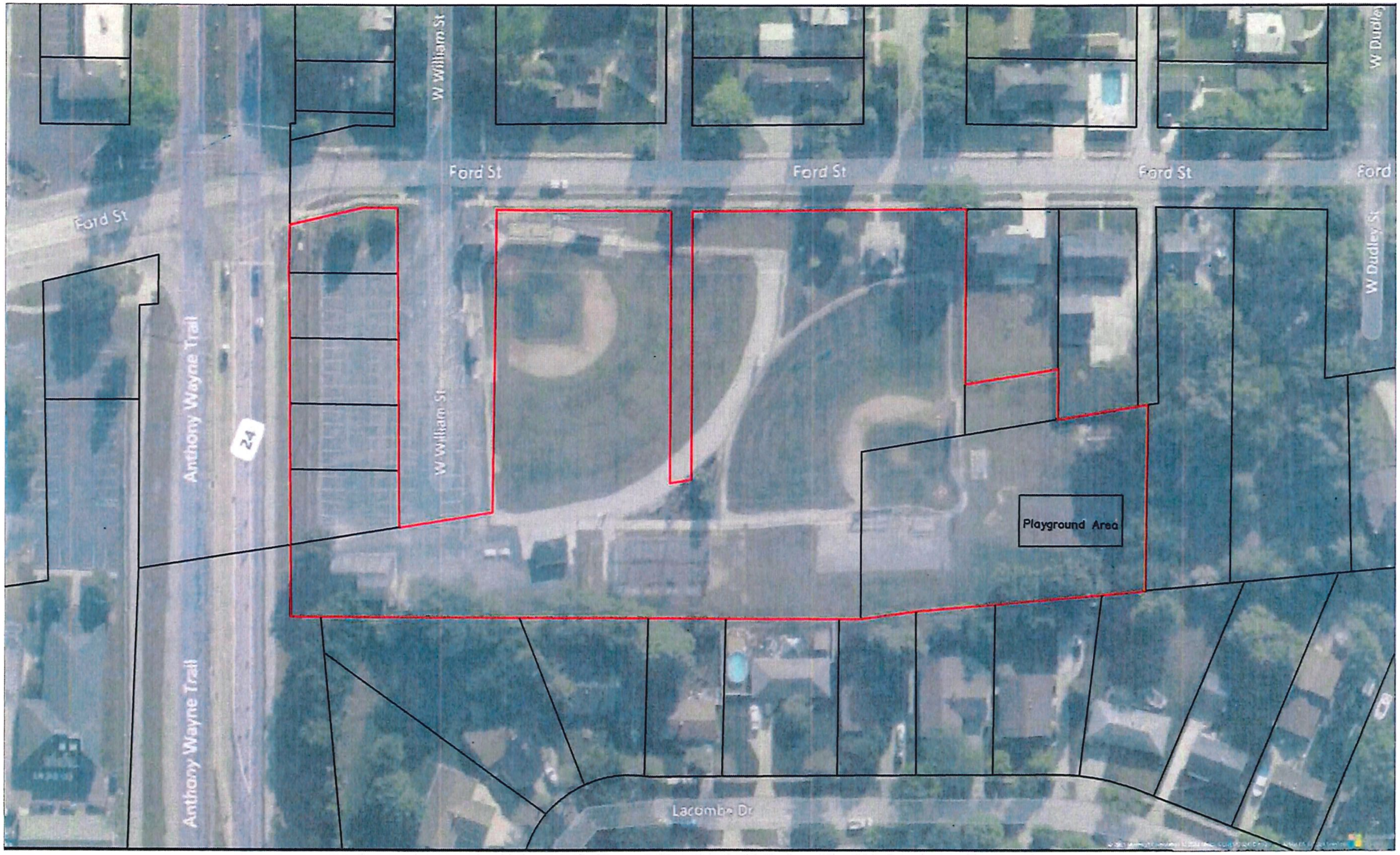
LUCA-051 Exhibit A

Location: Robert S. Hoag (Ford) Field, 501 Ford Street, Maumee, OH 43537

Project Sponsor: City of Maumee

Project Title: Robert S. Hoag (Ford) Field Play Structure **Project Acreage: 3.69 Acres (red outline)**

N



0 100 200 Feet

As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this Boundary Map cannot be converted from public outdoor recreation during the COMPLIANCE period without the written approval of the Director of the Ohio Department of Natural Resources.

Jennifer Harkey

Local Coordinator - Printed Name

Jennifer Harkey

Local Coordinator - Original Signature

1/16/25

Date

RESOLUTION NO. 005 - 2025

A RESOLUTION RATIFING AND APPROVING TENTATIVE AGREEMENT WITH THE FRATERNAL ORDER OF POLICE AND DECLARING AN EMERGENCY.

WHEREAS, the Administration has conducted negotiations with The Fraternal Order of Police, Ohio Labor Council, Inc., as the bargaining representative for certain police employees of the City; and

WHEREAS, such negotiations have provided a Tentative Agreement between parties that has been ratified and approved by the members of The Fraternal Order of Police on January 13, 2025; and

WHEREAS, Council has reviewed such Tentative Agreement and desire to ratify and approve such tentative Agreement which shall supersede the prior labor agreement of the parties.

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

SECTION 1. That the Tentative Agreement with The Fraternal Order of Police, Ohio Labor Council Inc., is hereby ratified and approved. The Mayor is hereby authorized to sign and approve the tentative agreement negotiated between the City of Maumee, Ohio and The Fraternal Order of Police, which is effective with the period commencing January 1, 2025, and terminating December 31, 2027, and is also authorized to sign the final agreement once the same incorporates the terms of this tentative agreement.

SECTION 2. Any and all prior agreements in conflict with the express provisions of this Tentative Agreement and final agreement are superseded by these new agreements, effective January 1, 2025.

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

SECTION 4. This Resolution is hereby declared to be an emergency measure and shall take effect and be in force at the date so indicated in the attachment. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health and safety in that the Agreement should be effective forthwith for the efficient conduct of municipal affairs and to provide adequate compensation and other benefits to the employees of the City of Maumee in a timely manner.

MOTION TO DECLARE AN EMERGENCY: Second:
Yeas: Nays:
Motion to Pass: Second:
Yeas: ___ Nays:
Passed as an emergency measure: February 17, 2025.

____
Mayor

____
ATTEST: Municipal Clerk.
Approved: ____________________________
Law Director

City of Maumee Tentative agreement

DMS 2/10/25

APP

1. Wages
   a. Yearly increases
      i. 2025 - $7,400 wage adjustment starting payroll 1 2025
      ii. 2026 – 4% increase starting payroll 1 2026
      iii. 2027 – 4% increase starting payroll 1 2027
   b. Steps A and B will be removed from the pay scale upon signing. No one in steps C-H will advance as a result of the elimination of steps A and B.
   c. Remove support Lieutenant.

2. FTO rate will be $30 per day.

3. On-call pay will be increased to $30 per day.

4. Starting payroll 1 in 2026, education pay will be $600 for a bachelor's degree and $900 for a master's degree and will be rolled into the employee's base rate of pay. In 2025, the education premium will continue as-is. No stacking of educational pay.

5. Travel reimbursement will be increased to $60, with no other language changes to travel reimbursement.

6. MOUS
   a. Parties will continue right of first refusal MOU as written in the current CBA.
   b. Parties will continue the Roll-call MOU as written in the current CBA.
   c. Parties will continue the 10-hour shift MOU as written in the current CBA.

7. Uniforms
   a. Increase shoe stipend to $250
   b. Incorporate the current uniform MOU into the contract. $400 plain clothes reimbursement to be paid as a stipend.

8. Health insurance –
   a. Add MOU to meet once between April-June of each year and then again before November 1, through the life of the contract.

9. Discipline
   a. 120 days to investigate and issue discipline. If the City needs more time, they shall issue notice to the union and provide rational and justification for extending the time beyond 120 days.

10. Perrysburg township language for traumatic leave with addition of language stating that the first three days of traumatic incident leave will not count against sick leave bonus.

11. Training
    a. Ineligible for call-out on the C shift the night before training, and A, B, C shift day of training, except for in cases where the training is local (within the City).

12. Payroll dates to be updated for 2025, 2026, and 2027.

13. Duration will be a three-year contract.

14. All other proposals not previously tentatively agreed upon are withdrawn.

FRATERNAL ORDER OF POLICE OHIO LABOR COUNCIL, INC.	CITY OF MAUMEE
Date: 2/10/2025	Date: 2/10/25

PROPOSALS
CITY OF MAUMEE
AND
FRATERNAL ORDER OF POLICE (FOP)
COMMAND OFFICERS AND PATROL

DATE: FEBRUARY 6, 2025

ACTING TIME

ARTICLE 49

~~49.02 When a Lieutenant position is vacant for a minimum of thirty (30) calendar days, the Chief of Police shall have the discretion as to the appointment of a Sergeant to fill this position. Sergeants who fill the Lieutenant's vacancy may be required to assume the duties of this regular position and will receive the Lieutenant's hourly rate of pay at Step F, for the actual number of hours worked.~~

~~49.03 An appointment to Acting Lieutenant will be mandatory upon absences of the Chief of Police, Line Lieutenant, and Support Lieutenant that all occur on the same day.~~

49.01 still open.

FOP

2/6/2025

City

DMS

2/6/25

750041 (002)

PROBATIONARY PERIOD

ARTICLE 36

36.01 All newly hired employees will be required to serve a probationary period while in the field training officer program and for a period of ~~260~~ **two-thousand-eighty (2,080)** actual work **hours** ~~days~~ following completion of the program, excluding any period of leave, paid or unpaid, and any days spent performing light duty**, court time, and hours spent working police reimbursed details.** , and Roll-call During such period, the Employer shall have the sole discretion to discipline or discharge such employees and any such action shall not be appealable through any grievance or appeal procedure contained herein. Probationary periods may be extended upon notification to the Union and the affected employee, provided that such extension not exceed an additional six month period and the reasons for the extension are included.

36.02 A probationary employee shall have no seniority until satisfactorily completing the probationary period, when at that time, said probationary period will be added to the total length of continuous service.

36.03 If any employee is discharged or quits while on probation and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of Sections 36.01 and 36.02 above.

FOP

City

2/6/2025

2/6/25

PROPOSALS
CITY OF MAUMEE
AND
FRATERNAL ORDER OF POLICE (FOP)
COMMAND OFFICERS AND PATROL

DATE: FEBRUARY 6, 2025

15.07 ~~Effective January 1, 2019, f~~For leave provided pursuant to this Article, Personal Leave, and compensatory time of Section 34.02 of Article 34, employees shall have the right to request leave on December 1 to December 10 for leave occurring in the following year. The Employer shall notify employees regarding the approval/disapproval of leave on or about December 15th. If approved, such requests shall be honored on the basis of seniority, subject to the following limitations and expectations and subject to the conditions set forth in Sections 15.05, 15.07 and 15.09; requests for leave received after December 15 shall be on a first come first approved basis subject to the conditions set forth in Sections 15.05, 15.07, and 15.09:

All Other Sections still open in article 15.

FOP

2/6/2025

City

2/6/25

750041 (002)

Patrick Burtch

'rom:	Josh Sprow
Sent:	Monday, February 10, 2025 12:33 PM
To:	Patrick Burtch
Subject:	Traumatic Leave PBTPD

TRAUMATIC EVENT IN THE LINE OF DUTY

A "traumatic event" occurs when an employee acting in the line of duty is involved in any incident that would cause a person of reasonable sensibilities to experience mental or emotional trauma. An employee who experiences a traumatic event may be required by the Employer to undergo a psychological evaluation and/or participate in psychological therapy or treatment. An employee who experiences a traumatic event will be afforded a reasonable amount of paid leave time to recover from the traumatic event and/or participate in therapy or treatment, which will generally be three days. The Employer has the right to require the employee to take paid leave and the discretion to approve an employee's request for paid leave following involvement in a traumatic event. In addition to any paid leave granted, an employee who experiences a traumatic event may, in connection with the traumatic event, use any accumulated sick time, vacation, or compensatory time, all subject to employer approval.

WON'T COUNT AGAINST SICK LEAVE BONUS

FOP

2025

Step	Patrolman	Sergeant	Animal Control
	7,400	*	7,400
C	$76,588.99	$87,924.16	$60,172.47
D	$79,010.79	$90,704.38	$61,897.71
E	$81,517.29	$93,581.85	$63,666.42
F	$84,111.83	$96,560.38	$65,523.16
G	$86,796.65	$99,642.56	$67,442.33
H	$89,575.09	$102,832.20	$69,421.67

2026

Step	Patrolman	Sergeant	Animal Control
	4.00%	4.00%	4.00%
C	$79,652.55	$91,441.13	$62,579.37
D	$82,171.22	$94,332.56	$64,373.62
E	$84,777.98	$97,325.12	$66,213.07
F	$87,476.31	$100,422.80	$68,144.09
G	$90,268.52	$103,628.26	$70,140.02
H	$93,158.09	$106,945.49	$72,198.54

2027

Step	Patrolman	Sergeant	Animal Control
	4.00%	4.00%	4.00%
C	$82,838.65	$95,098.77	$65,082.55
D	$85,458.07	$98,105.86	$66,948.56
E	$88,169.10	$101,218.13	$68,861.59
F	$90,975.36	$104,439.71	$70,869.85
G	$93,879.26	$107,773.39	$72,945.62
H	$96,884.42	$111,223.31	$75,086.48

	Not 14.8%	
patrol	sgt	animal
76588.99	86830.09	60172.47
79010.79	89609.64	61897.71
81517.29	92487.27	63666.42
84111.83	95465.2	65523.16
86796.65	98547.89	67442.33
89575.09	101737.6	69421.67

Step	2024		
	Patrolman	Sergeant	Animal Control
C	69188.99	79430.09	52772.47
D	71610.79	82209.64	54497.71
E	74117.29	85087.27	56266.42
F	76711.83	88065.2	58123.16
G	79396.65	91147.89	60042.33
H	82175.09	94337.58	62021.67