



MEMO TO: Mayor and City Councilmembers
FROM: Patrick H. Burtch, City Administrator
DATE: November 22, 2023
SUBJECT: Public Defender Agreement

Recommendation:

Authorize an annual renewal contract with the Public Defender Commission for indigent defense in an amount of \$8,250.00.

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, 2024 to December 31, 2024.
2. The City of Maumee will pay "the County" Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00) for 2024. The City of Maumee shall deposit with Lucas County in February, 2024 Eight Thousand Two Hundred and Fifty Dollars (\$8,250.00) 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

**LUCAS COUNTY PUBLIC
DEFENDER COMMISSION**

By: _____
Mayor

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

By: _____
Municipal Clerk

By: _____
Director of Law

**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: _____



MEMO TO: Mayor and City Councilmembers
FROM: Patrick Burtch, City Administrator
DATE: November 22, 2023
SUBJECT: Tollgate Sign License Agreement

Recommendation:

Authorize the City Administrator to enter into a license agreement with Forever Real Estate Holding, LLC for placement of sign.

LICENSE AGREEMENT FOR USE OF PORTION OF CITY OF MAUMEE RIGHT OF WAY

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of 4 December 2023 (“Effective Date”), by and between the City of Maumee, Lucas County Ohio (“Licensor”), and Forever Real Estate Holding LLC an Ohio Limited Liability Company (“Licensee”). Licensee and Licensor are referred to collectively below as the “Parties.

Whereas, Licensee, Forever Real Estate Holding LLC an Ohio Limited Liability Company own real property located at 1701 Tollgate Drive, in the City of Maumee, Lucas County Ohio;

Whereas the City of Maumee owns a road right of way over a portion of real property located at 1639 Tollgate Drive, Maumee Ohio;

Whereas Licensee is in the process of constructing a new sign along that portion of the property adjacent to 1639 Tollgate Drive.

Whereas Licensor, City of Maumee has agreed to grant Licensee a revocable license so it can construct said sign, a portion of which will be in the City of Maumee right of way, subject to the terms and conditions hereinafter set forth.

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

1. Grant of Revocable License. Subject to the terms and General Conditions set forth in this Agreement, Licensor hereby grants to Licensee a revocable license for the Term of this Agreement to use that portion of Licensor’s Property/ Right of way located along the northerly portion of the real property located at 1639 Tollgate Drive, Maumee Ohio as set forth on Exhibit A and as shown on the Plan submitted to the city of Maumee, attached hereto as Exhibit B, for the sole purpose of installing and maintaining a sign at said location. The license area will be an area that is where the current sign is located on 1639 Tollgate Drive, Maumee Ohio and as set forth in Exhibit B.

2. Term. This License shall be for a term of twenty five (25) years. This License shall automatically renew for an additional one (1) year term upon each anniversary of the Effective Date, unless a Party provides notice of its intent not to renew at least six months prior to the end of the then current term.

3. GENERAL CONDITIONS

- A. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation of the sign shall be accomplished in a manner satisfactory to the City of Maumee.

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

L. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of the City of Maumee.

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

5. Indemnification by Licensee. Licensee agree to defend, hold harmless, and indemnify the Licensor and its enterprises, officers, employees, and agents, from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, or damages to any person, arising in any way related to this License Agreement, or any default or breach of any term of this Agreement by Licensee. Licensee shall not do anything that may cause liability or harm to any person or property by reason of the installation, use or maintenance of the sign. The provisions of this paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

WHEREAS, Licensor and Licensee have executed this agreement on the 4 day of December, 2023

LICENSOR:

CITY OF MAUMEE, an Ohio Municipal Corporation

By: _____

Patrick Burtch

Its: Administrator _____

LICENSEE:

FOREVER REAL ESTATE HOLDING LLC
an Ohio Limited Liability Company by
its Managing Member

State of Ohio, County of Lucas } ss.

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

Notary Public

State of Ohio, County of Lucas } ss.

The foregoing instrument was acknowledged before me this day of November 2023 by of Forever Real Estate Holding LLC an Ohio Limited Liability Company, its Managing Member.

Notary Public

EXHIBIT A

A parcel of land being part of the east one-half (1/2) of the southeast one-quarter (1/4) of Section twenty-six (26), Town two (2) United States Reserve in the City of Maumee, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Beginning at the intersection of the west line of said east one-half (1/2) of the southeast one-quarter (1/4) of Section twenty-six (26) with a line drawn fifty and zero hundredths (50.00) feet northerly of and parallel with the centerline of Dussel Drive, as it now exists;

Thence in a northerly direction along said west line of the east one-half (1/2) of the southeast one-quarter (1/4) of Section twenty-six (26) having an assumed bearing of north three (03) degrees sixteen (16) minutes three (03) seconds west a distance of three hundred sixty-seven and eighty-one hundredths (367.81) feet to a point;

Thence north forty-two (42) degrees forty-nine (49) minutes thirty (30) seconds east along a line, a distance of three and ten hundredths (3.10) feet to a point;

Thence north eighty-seven (87) degrees fifty-two (52) minutes twenty-one (21) seconds east along a line, a distance of two hundred fifty and seventy-eight hundredths (250.78) feet to the intersection of the westerly line of Tollgate Drive, as recorded in Volume 114, pages 37-38, Lucas County Plat Records; said westerly line of Tollgate Drive also being a line drawn thirty and zero hundredths (30.00) feet westerly of and parallel with the centerline of said Tollgate Drive, as it now exists. The following three courses follow on and along said westerly line of Tollgate Drive, as recorded in Volume 114, pages 37-38, Lucas County Plat Records;

Thence south two (02) degrees seven (07) minutes thirty-nine (39) seconds east, a distance of sixty-four and sixty-one hundredths (64.61) feet to a point of curve;

Thence in a southerly to southeasterly direction, along a arc of curve to the left, an arc distance of ninety-six and fifty-five hundredths (96.55) feet to a point of tangency, said arc of curve to the left having a radius of two hundred thirty and zero hundredths (230.00) feet, a central angle of twenty-four (24) degrees three (03) minutes four (04) seconds, a chord distance of ninety-five and eighty-four hundredths (95.84) feet, and a chord bearing of south fourteen (14) degrees nine (09) minutes eleven (11) seconds east;

Thence south twenty-six (26) degrees ten (10) minutes forty-three (43) seconds east, a distance of fifty and twenty-five hundredths (50.25) feet to the intersection of said line drawn fifty and zero hundredths (50.00) feet northerly of and parallel with the centerline of Dussel Drive, as it now exists; said point of intersection being a point on curve;

Thence in a westerly to southwesterly direction, along an arc of curve to the left, along said line drawn fifty and zero hundredths (50.00) feet northerly of and parallel with the centerline of Dussel Drive, as it now exists, an arc distance of three hundred thirty-one and five hundredths (331.05) feet to the point of beginning; said arc of curve to the left having a radius of one thousand eight hundred fifty-nine and thirty-four hundredths (1859.34) feet, a central angle of ten (10) degrees twelve (12) minutes four (04) seconds, a chord distance of three hundred thirty and sixty-one hundredths (330.61) feet, and a chord bearing of south fifty-seven (57) degrees forty-seven (47) minutes forty-seven (47) seconds west.

EXHIBIT B

APPLICATION FOR SIGN PERMIT
CITY OF MAUMEE - DIVISION OF BUILDING AND ZONING
400 CONANTST. MAUMEE, OH 43537

OFFICE: 419-897-7075

FAX: 419-897-7182

JURISDICTION (check one) MAUMEE WHITEHOUSE HOLLAND

SIGN LOCATION: 1600 TOLL GATE DR

SIGN CONTRACTOR NAME AND PHONE: TOLEDO SIGN CO 419 244-4444

CONTRACTOR ADDRESS: 2021 ADAMS ST. TOLEDO, OH 43604

SIGN OWNER NAME AND PHONE: HOLIDAY INN 419 304-4949

OWNER ADDRESS: 1705 TOLLGATE

NUMBER OF SIGNS BEING INSTALLED: 1 (if more than 1, a "Multiple Sign Form" must be completed and attached to application)

SIGN TYPE: (check one)

WALL GROUND PROJECTING MARQUIS FACE CHANGE TEMPORARY

SIGN HEIGHT ABOVE GRADE: 7 - q ABOVE CURB (Arrowhead Architectural District only):

SET-BACK FROM PROPERTY LINE: 1' TOTAL SQUARE FOOTAGE OF BUILDING OR LEASED SPACE: _____

TOTAL LINEAR FOOTAGE OF FACADE THAT SIGN WILL BE MOUNTED TO (or width of tenant space): _____

TOTAL SQUARE FOOTAGE OF SIGN: 26 TYPE OF BUSINESS: (check one) NEW EXISTING

TOTAL NUMBER OF OTHER SIGNS AT THIS BUSINESS OR PROPERTY: (existing and included with this application)

WALL GROUND PROJECTING MARQUIS OTHER



APPLICATION MUST INCLUDE EACH OF THE FOLLOWING FOR EVERY SIGN:

- DETAILED RENDERING OF PROPOSED SIGN CLEARLY SHOWING DIMENSIONS OF AREA USED TO DETERMINE THE TOTAL SQUARE FOOTAGE OF THE SIGN
- ELEVATION AND SITE PLAN CLEARLY SHOWING PROPOSED SIGN LOCATION ON BUILDING OR LOT AND INCLUDING OVERALL LENGTH OF FACADE FOR WALL SIGNS AND PROPERTY LINE SET BACKS FOR MONUMENT SIGNS
- IF LOCATED ON A CORNER LOT, SITE PLANS MUST ALSO INCLUDE DISTANCE FROM NEAREST INTERSECTION FOR MONUMENT SIGNS
- ADDITIONAL INFORMATION, AS NECESSARY, THAT MAY BE REQUIRED BY THE CITY OF MAUMEE DEPARTMENT OF BUILDING AND ZONING IN ORDER TO COMPLETE A REVIEW OF THIS APPLICATION



Brian Heil

9/14/23

9/1%/23

Contractor Signature

Registration Number

Date

Approved By

Date

Multi Tenant Sign

7'-4" x 4'-0" Overall Size Sign

7'-0" x 4'-0" Cabinet (1.5" Retainers & Dividers)

(6) 12.25" x 45" V.O. Flat Tenant Panels

Reflective Vinyl Graphics

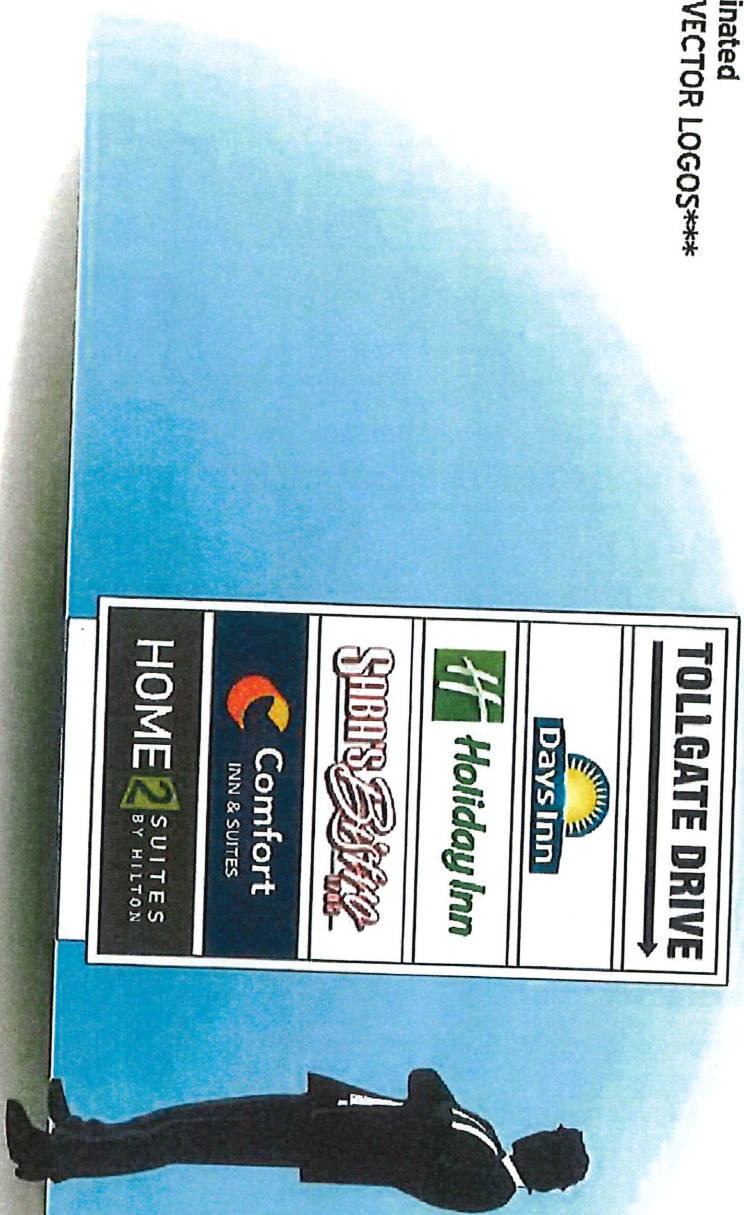
4" x 42" Base

Double Sided Sign

Non Illuminated

NEED VECTOR LOGOS

1/2" = 1'



White



TOLEDO SIGN

WWW.TOLEDOSIGN.COM

ALL SIGN DESIGNS AND CONCEPTS SHOWN HERE ARE CONFIDENTIAL AND THE PROPERTY OF TOLEDO SIGN COMPANY. NO USE OR DISCLOSURE THEREOF MAY BE MADE WITHOUT OUR WRITTEN PERMISSION. ALL COLORS AND IMAGES SHOWN HERE ARE REPRESENTATIVE AND MAY DIFFER FROM THE FINISHED PRODUCT. TSC © 2013

PAGE: 1 OF 1 DATE: 04/04/2023

IC#: 037036-Multi Tenant Sign RV2

CLIENT: Holiday Inn

LOCATION: Maumee, OH

SALES: Brian J. Heil

APPROVED BY:

SIGNATURE _____

DATE _____



PHOTO: 415-244-2222 FAX: 419-244-6200 • 103 Madison Street • Toledo, OH 43604

1/25/23, 12:42 PM

1600 Toll Gate Dr - Google Maps

Google Maps 1600 Toll Gate Dr

Maumee, Ohio

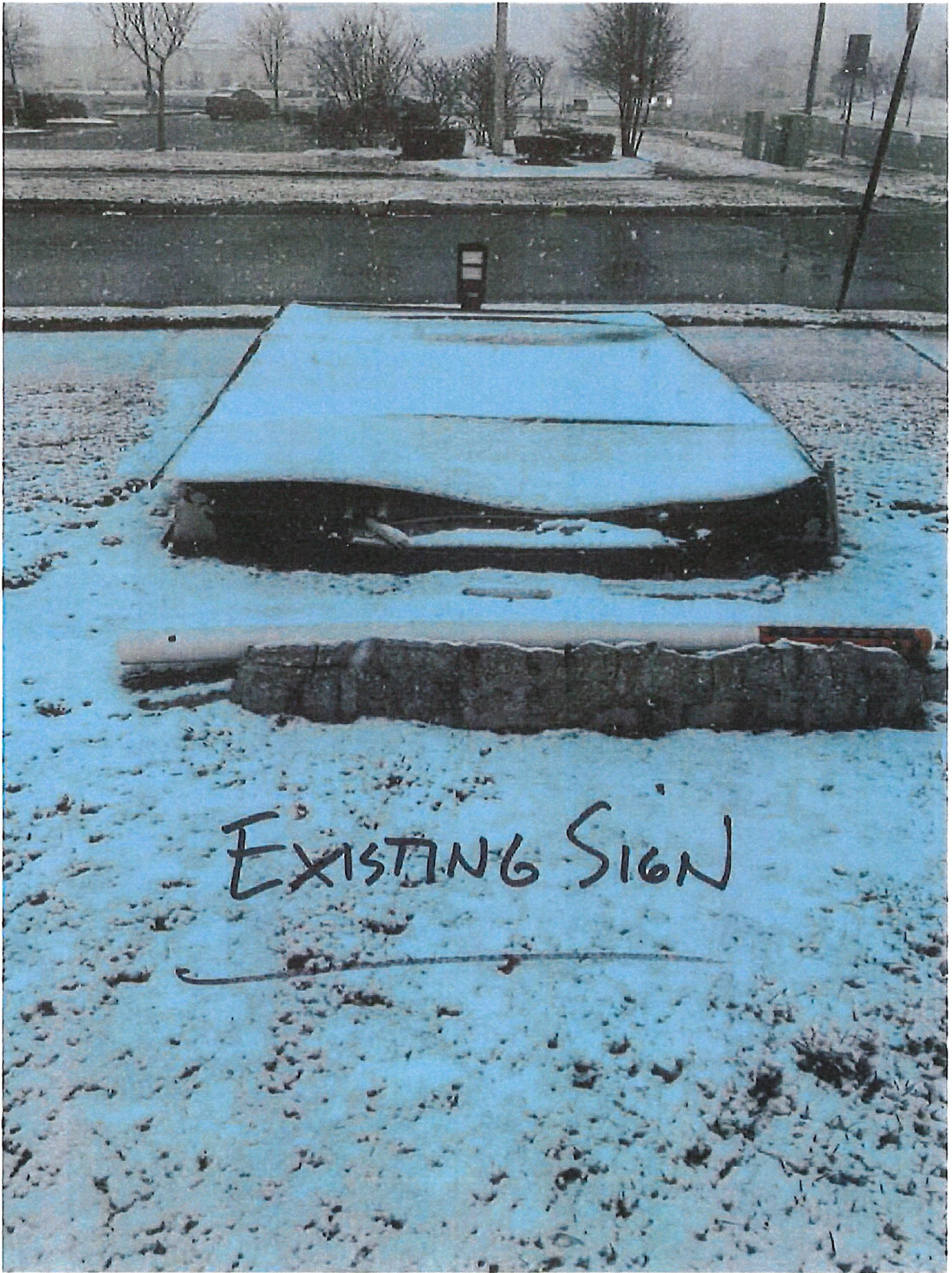
Google Street View

Jun 2022 See more dates



Image captured Jun 2022 © 2023 Google

<https://www.google.com/maps/@41.5851975,-83.6685086,3a,37.5y,250.19h,84.87t/data=!3m6!1e1!3m4!1sMn-cXdkfa9nTYmK6GRYwEO!2a0!7T!639d4!8k!199>



RESOLUTION NO. 023 - 2023

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE TO ESTABLISH A SPECIAL REVENUE FUND FOR FIRE AND EMS, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code section 5705.09 and 5705.12 requires the City of Maumee to establish a special fund for each class of revenue derived from a source other than general property tax;

WHEREAS, the City of Maumee desires to establish a Special Revenue Fire and EMS Fund to collect and pay monies from the Fire and EMS levy passed on November 7, 2023, and seek approval from the Auditor of the State of Ohio for said fund and be in compliance with the Ohio Revised Code;

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

SECTION 1. The Director of Finance is hereby authorized and instructed to establish a Special Revenue Fire and EMS Fund and request approval of said fund with the Ohio Auditor of State as set forth on the attached request for approval.

SECTION 2. Proceeds from such revenues shall be expended for payment of Fire and EMS expenses including payments for providing and maintaining fire apparatus, mechanical resuscitators, underwater rescue and recovery equipment, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent, part-time, or volunteer firefighting, emergency medical service, administrative, or communications personnel to operate the same, including the payment of any employer contributions required for such personnel under section 145.48 or 742.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs.

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 Section 121.22 of the Revised Code of Ohio.

SECTION 4. This Resolution is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health, and safety in that such deposits are required, the approval and establishment of such fund is needed immediately so that such revenues can be receipted and segregated from the general fund and applied only to their lawful purposes, and to further insure the effective operation of the City of Maumee.

Motion to declare an emergency:

Yeas ____ Nays ____

Motion to Pass:

Yeas ____ Nays ____

Passed: December 4, 2023

Seconded:

Seconded:

Mayor

ATTEST:

Municipal Clerk.

APPROVED AS TO FORM:

Law Director

ORDINANCE NO. 047-2023

AN ORDINANCE AUTHORIZING THE LEVY OF THE 5.6 MILL PROPERTY TAX FOR FIRE AND EMERGENCY SERVICES FOR THE CITY OF MAUMEE AS APPROVED BY THE VOTERS ON NOVEMBER 7, 2023, AND DECLARING AN EMERGENCY

WHEREAS, On July 10, 2023, Maumee City Council declared by resolution that the amount of taxes which may be raised within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City and that it is necessary to levy a tax in excess of that limitation for the purpose of operating and maintaining the Fire and Emergency Medical Services departments and all other purposes authorized by Ohio Revised Code 5705.19(I) and certified the resolution to the Lucas County Board of Elections declaring the necessity to levy a 5.6 mill property tax on the all real property within the City of Maumee;

WHEREAS, on the election of November 7, 2023 the question of levying this 5.6 mill tax was presented to the voters in Maumee as authorized by law and a majority of the electors voting on said levy, voted in favor of the tax, which authorized an additional property tax to be made outside of the ten-mill limitation for the benefit of the City of Maumee, Lucas County Ohio for the purpose of operating and maintaining the Maumee Fire and Emergency Services Departments and all other purposes authorized by Ohio Revised Code Section 5705.19(I) that the Lucas County Auditor estimates will collect \$2,936,000 annually, at a rate not exceeding 5.6 mills for each \$1 of taxable value, which amounts to \$196.00 for each \$100,000 of the county auditor's appraised value, which will be levied for a continuous period of time beginning in tax year 2023, to be first collected in calendar year 2024.

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

Section 1. That there be, and hereby is, levied on all taxable property in the City of Maumee, Lucas County Ohio, for the purpose of operating and maintaining the Maumee Fire and Emergency Services Departments and all other purposes authorized by Ohio Revised Code Section 5705.19(I), a real property tax of 5.6 mills upon the tax lists for the City of Maumee to be levied for a continuous period of time beginning in tax year 2023, to be first collected in calendar year 2024.

Section 2. That the Clerk of Council be, and hereby is, directed to certify a copy of this Ordinance to the County Auditor of Lucas County, Ohio.

Section 3. That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. 121.22

Section 4. That this Ordinance is hereby declared to be an emergency measure, necessary for the public health, safety, and welfare and for the further reason that the funds to be derived from the tax levies hereby provided are necessary for the fiscal operation of the City for the year 2023 and thereafter, that the certification is required to be timely made to the Lucas County Auditor. In accordance with the Charter of the City of Maumee, Ohio, this ordinance shall be in full force and effect immediately following its adoption.

Motion to declare an emergency:

Yeas ____ Nays ____

Motion to Pass:

Yeas ____ Nays ____

Seconded:

Seconded:

Passed: December 4, 2023

ATTEST:

Municipal Clerk

Mayor

Approved as to form by:

Law Director

DRAFT