



City of Toledo

One Government Center
Toledo, OH 43604

Formal Agenda City Council

Tuesday, October 7, 2025

4:00 PM

Council Chambers

APPOINTMENTS FROM THE OFFICE OF THE MAYOR:

[A-443-25](#)

Comfort Heating Cooling & Refrigeration Board of
Control(HVAC)

Attachments: [Comfort Heating, Cooling, and Refrigeration Board of Control_C
HVAC_Rob Voight new appt
HVAC_Rob Voight](#)

[A-444-25](#)

Re-Appointments - Comfort Heating Cooling & Refrigeration
Board of Control(HVAC)

Attachments: [Comfort Heating, Cooling, and Refrigeration Board of Control_C
HVAC_attendance](#)

NEW ITEMS FROM COUNCIL:

COUNCIL PRESIDENT HARTMAN PRESENTS THE FOLLOWING 2 ITEMS:

[R-445-25](#)

Declaring October 2025 as Domestic Violence Awareness
Month in the City of Toledo.

[R-446-25](#)

Adopting a calendar for 2026 for City Council; and
declaring an emergency.

Attachments: [2026 Calendar List TCC tentative 9.23.25](#)
[2026 Calendar TCC tentative 9.23.25](#)
[2026 Calendar List, TCC amended 10.2.25](#)
[2026 Calendar, TCC amended 10.2.25](#)

COUNCILMAN HOBBS PRESENTS THE FOLLOWING ITEM:[O-447-25](#)

Authorizing an additional expenditure of \$35,000 from the Capital Improvement Fund District Improvement Program District 1's available balance for design and construction of public access to the Ottawa Ice Rink Restrooms; authorizing the Mayor to amend the necessary contracts; and declaring an emergency.

COUNCILWOMAN WILLIAMS PRESENTS THE FOLLOWING 2 ITEMS :[O-448-25](#)

Authorizing the expenditure of \$28,000 from the Capital Improvement Fund District Improvement Program for the Permanent Blue Light Cameras Project; authorizing the Mayor to execute the necessary contracts; waiving the formal competitive bidding provisions of TMC Chapter 187; and declaring an emergency.

Attachments: [District Improvement Program Review Committee Meeting Min](#)

[O-449-25](#)

Authorizing the expenditure of \$17,500 from District 4's available balance of the Capital Improvement Fund District Improvement Program for purchase and installation of a new Englewood Historic District Monument Sign; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

Attachments: [District Improvement Program Review Committee Meeting Min](#)

COUNCILMEMBERS KOMIVES, GADUS, JONES, McPHERSON, MORRIS, WILLIAMS PRESENT THE FOLLOWING ITEM:[O-450-25](#)

Amending Chapter 1725 of the Toledo Municipal Code (TMC) to Require a Dumpster or Container for Eviction Setouts.

ITEM FROM TOLEDO MUNICIPAL COURT:[O-451-25](#)

Amending multiple sections of Chapter 2134 of the Toledo Municipal Code to modernize its terms and reflect current practices, policies, and procedures.

NEW ITEMS FROM THE ADMINISTRATION:**COUNCILWOMAN WILLIAMS PRESENTS THE FOLLOWING 5 ITEMS FROM THE DEPARTMENT OF PARKS AND YOUTH SERVICES:**

- [O-452-25](#) Authorizing the re-appropriation of \$169,497.10 within the Local Fiscal Recovery Fund; authorizing the expenditure of same for development of park and recreation facilities and youth engagement programming; authorizing the Mayor to enter into necessary agreements for these initiatives; and declaring an emergency.
- [O-453-25](#) Authorizing the expenditure of an amount not to exceed \$25,000 from the Capital Improvement Fund for renovation of the athletic field at Robinson Park; authorizing the Mayor to accept bids and award contracts for said purpose; and declaring an emergency.
- [O-454-25](#) Authorizing the Mayor to enter into an agreement with the Arts Commission of Greater Toledo to implement the 2025 Municipal Art Plan; authorizing the expenditure of funds for the 2025 1% For the Arts allocation from the Capital Improvement Fund; and declaring an emergency.
- [O-455-25](#) Authorizing the Mayor to accept a donation from the Owens Corning Foundation in the amount of \$100,000 to support renovations at H.V. Savage Park; authorizing the deposit, appropriation and expenditure of \$100,000 in the Capital Improvement Fund for the project; and declaring an emergency
- [O-456-25](#) Authorizing the Mayor to accept a grant from the Helping Hens Foundation in the amount of \$25,000 to support renovations at H.V. Savage Park; authorizing the deposit, appropriation and expenditure of \$25,000 in the Capital Improvement Fund for the project; authorizing the Mayor to accept bids and award contracts for said project; and declaring an emergency.

COUNCILMAN HOBBS PRESENTS THE FOLLOWING ITEM FROM THE DEPARTMENT OF LAW:

[O-457-25](#)

Authorizing the settlement of claims brought in Brandon Upchurch v. City of Toledo, et al.; authorizing the expenditure of \$35,000 from the Risk Management Fund; and declaring an emergency.

COUNCILMAN HOBBS PRESENTS THE FOLLOWING 4 ITEMS FROM THE DEPARTMENT OF POLICE OPERATIONS:

[O-458-25](#)

Authorizing the expenditure in an amount not to exceed \$81,000 from the Capital Improvement Fund for the purchase of radios; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

[O-459-25](#)

Authorizing the Mayor to enter into a three-year subscription agreement with Leads Online for information services; authorizing the General Fund expenditure of an amount not to exceed \$174,598.76 over the life of the agreement; waiving the competitive bidding provisions of TMC Chapter 187; and declaring an emergency.

[O-460-25](#)

Authorizing the Mayor to enter into a one-year School Resource Officer Program agreement with the Washington Local Schools; authorizing the acceptance and deposit of \$45,232.29 into the General Fund in payment for services provided by Toledo Police Department; and declaring an emergency.

[O-461-25](#)

Authorizing the Mayor to enter into an agreement with the Bureau of Justice Assistance (BJA) through the Office of Criminal Justice Services (OCJS) and to accept and deposit a 2022-PS-PSN-439A grant in the amount of \$4,418 for the Toledo Police Department; authorizing the appropriation and expenditure of funds from the Operation Grants fund; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

COUNCILMEMBER KOMIVES PRESENTS THE FOLLOWING ITEM FROM THE DEPARTMENT OF TRANSPORTATION:

[R-462-25](#)

Declaring the official intent and reasonable expectation of the City of Toledo on behalf of the State of Ohio (The Borrower) to reimburse its Capital Improvement Fund for the Dura Avenue project with the proceeds of tax-exempt debt of the State of Ohio; and declaring an emergency.

COUNCILMAN MARTINEZ PRESENTS THE FOLLOWING 2 ITEMS FROM THE DEPARTMENT OF PUBLIC UTILITIES:

[O-463-25](#)

Authorizing an annual expenditure of an amount not to exceed \$150,000 for the renewal of the Public Water System License from the State of Ohio Environmental Protection Agency for operation of the Water Treatment Facility at 3040 York St. from the Water Operating Fund; and declaring an emergency.

[O-464-25](#)

Authorizing the mayor to apply for and enter into loan agreements with the Water Supply Revolving Loan Account (WSRLA), and to accept, deposit, appropriate, and expend loan proceeds in an amount not to exceed \$75,000,000 into the Water Replacement Loan Fund for the Distribution System Improvements Project; authorizing various adjustments and transfers of expenses to comply with the loan agreements; authorizing a dedicated source for repayment of said loans; authorizing the mayor to accept bids and execute necessary agreements related to the project; and declaring an emergency.

THE CLERK REPORTS:

[R-465-25](#)

Declaring the intent to vacate the twenty-five (25) foot wide alley located behind 2024 Champlain Street, located in the City of Toledo, Lucas County, Ohio; and declaring an emergency.

The Clerk of Council's Office supports the provisions of the Americans' with Disabilities Act. If you need special accommodations, please call 48 hours prior to meeting time at 419-245-1060 for arrangements.



Legislation Text

File #: A-443-25, Version: 1

Comfort Heating Cooling & Refrigeration Board of Control(HVAC)

Apointee:	Rob Voight
Replacing:	Richard Salisbury
Term:	3 years, expiring 10/07/2028
Section 61 waiver:	no
Reserved Slot/type:	At-large
Recommended by:	Carl Cochenour
Attendance Record:	n/a
Resumé Attached:	yes

To: Carrie Hartman, President, and Members of City Council
From: Wade Kapszukiewicz, Mayor
Subject: Appointment to the Comfort Heating, Cooling, and Refrigeration Board of Control (HVAC)
9/30/2025

I Recommend the Following Appointments to the Comfort Heating, Cooling, and Refrigeration Board of Control (HVAC)

Appointee	Appointee Replaced	Proposed Term of Office	Section 61 waiver as a special engagement	Reserved Slot / Type	Recommended by (if applicable)	Attendance Record	Resume attached
Rob Voight	Richard Salisbury	3 years, expiring 10/07/2028	no	At-large	Carl Cochenour	n/a	yes



Wade Kapszukiewicz
Mayor

Good morning, I would like to submit Mr. Voight's resume to replace Rich Salisbury on the HVAC BOC. Mr. Voight has over twenty years' experience within the industry he has had held multiple positions, including being an installer through supervisory positions and he has also been an instructor in the apprenticeship program. His current address is 1295 Glenview Rd. Toledo Ohio 43614. If you need anymore information please let me know.

***Thank you,
Carl Cochenour
Carl Cochenour
Commisioner of Building Inspection
Division of Building Inspections
One Government Center, Suite 1600
Toledo, Ohio 43604
Office# 419-245-1220
Fax# 419-245-1329
ToledoBI@toledo.oh.gov***

ROB VOIGHT

Robert@UAlocal50.com

(419)350-3699

OBJECTIVE | To obtain a position as a member of the HVAC/R Board of Control for the City of Toledo. With close to 20 years of experience in the Heating, Air Conditioning and Refrigeration industry, along with my instructor background. I feel I am a strong candidate for this position and will like your consideration for the position.

CERTIFICATIONS | EPA 608 Universal EPA Certification
 State of Ohio Backflow Certification
 OSHA 30
 Aerial Work Certification
 City of Toledo Licenses (Refrigeration and HVAC)
 Daikin Centrifugal Chiller Certification
 Daikin VRV certification
 UA Instructors Training Certificate
 MSCA Managers Training

EXPERIENCE | 2007 – present

UA Local 50 HVAC/R Technician

- Perform yearly backflow inspections on backflow devices per the state of Ohio.
- Install, Replace, Service, and Maintenance of HVAC/R and associated piping systems.
- Install, startup and service refrigeration systems.
- Perform maintenance and service repairs on centrifugal, screw, scroll chillers.
- Understand building controls used to operate HVAC/R equipment and process equipment. Troubleshoot issues with these controls and perform repairs.
- Problem solving of multiple HVAC/R systems when not working as designed and fixing the issues.

2016-Present

Instructor at the Piping Industry Training Center

- Teach union apprentices about how to become journeyman in the HVAC/R field.
- Instructor of Electrical, Customer Service and Mechanical Controls Classes.
 1. Instruction to students about electrical theory and components, wiring and schematics, and properly troubleshooting equipment using a multi-meter.
 2. Instruction to students about good customer service as a technician and the importance of it.
 3. Instruction to students about mechanical components and controls and introduction to building automation and digital signals.
- Completed the United Association Instructors Training Program at Washtenaw Community College.

2019 - 2022

Service Shop Field Foreman/Service Manager

- I was directed to manage multiple service contracts for optimal revenue and profit.
- I managed manpower scheduling and ensured preventative maintenance and service calls were performed on a timely manner.
- I had to set up service procedures to optimize workers' efficiency in the field.

EDUCATION | Owens Community College
 HVAC/R classes and Building Maintenance
 2002-2006

UA Local 50 HVAC /R Apprenticeship
 SEPTEMBER 2007 - June 2012

UA Instructors Certificate at Washtenaw Community College

REFERENCES

Eric Osborn – 419-266-0779

Chad Bolander – 419-376-9237

Mike Short – 419-346-4853

Ed VanAtta – 419-722-7239

Paul Cordell – 419-450-5510



Legislation Text

File #: A-444-25, Version: 1

Re-Appointments - Comfort Heating Cooling & Refrigeration Board of Control(HVAC)

Apointee:	Craig Gabel
Replacing:	Re-Appointment
Term:	3 years Expiring 10/7/2028
Section 61 waiver:	no
Reserved Slot/type:	Master
Recommended by:	Ken Fischer
Attendance Record:	yes
Resumé Attached:	no

Apointee: William McKinney	
Replacing:	Re-Appointment
Term:	3 years Expiring 10/7/2028
Section 61 waiver:	no
Reserved Slot/type:	Master
Recommended by:	Ken Fischer
Attendance Record:	yes
Resumé Attached:	

To: Carrie Hartman, President, and Members of City Council

From: Wade Kapszukiewicz, Mayor

Subject: Reappointments to the Comfort Heating, Cooling, and Refrigeration Board of Control (HVAC)

9/30/2025

I Recommend the Following Reappointments to the Comfort Heating, Cooling, and Refrigeration Board of Control (HVAC)

Appointee	Appointee Replaced	Proposed Term of Office	Section 61 waiver as a special engagement	Reserved Slot / Type	Recommended by (if applicable)	Attendance Record	Resume attached
Craig Gabel	Reappointment	3 years expiring, 10/07/2028	no	Master	Ken Fischer	yes	no
William McKinney	Reappointment	3 years expiring, 10/07/2028	no	Master	Ken Fischer	yes	no



Wade Kapszukiewicz
Mayor

From: Welter, Donna
Sent: Wednesday, October 1, 2025 8:59 AM
To: Cochenour, Carl <Carl.Cochenour@toledo.oh.gov>
Cc: Meek, Annette <Annette.Meek@toledo.oh.gov>; Rowilson, Kylee <Kylee.Rowilson@toledo.oh.gov>
Subject: FW: HVAC BOC

HVAC BOARD OF CONTROL MEETINGS
Attendance

	<u>Wm (Scott) McKinney</u>	<u>Craig Gabel</u>
9/17/2025	Yes	No
6/11/2025 - cancelled		
4/2/2025	Yes	No
1/15/2025 - cancelled		
9/11/2024	Yes	No
7/17/2024	No	No
3/20/2024	Yes	Yes
1/10/2024	Yes	No

Donna Welter
Clerk Specialist II
Division of Building Inspection
Office 419-245-1220
Fax 419-245-1329
One Government Center, Suite 1600
Toledo, Ohio 43604
OFFICE HOURS 8:00 AM – 3:00 PM
* donna.welter@toledo.oh.gov
toledo.oh.gov





Legislation Text

File #: R-445-25, Version: 1

October, Domestic Violence Awareness Month
Hartman
L. Frank x1417

Declaring October 2025 as Domestic Violence Awareness Month in the City of Toledo.

SUMMARY & BACKGROUND:

WHEREAS, the “Day of Unity”, first observed in the October of 1981, was created by the National Coalition Against Domestic Violence to spread awareness about domestic violence and unite advocates, survivors, and the community around the cause; and

WHEREAS, in October of 1987, the first national observance of Domestic Violence Awareness Month took place marking a significant milestone in recognizing the widespread issue of domestic violence; and

WHEREAS, Domestic Violence Awareness Month serves as an opportunity to recognize the devastating impact of domestic violence on individuals and communities, and to honor the strength and resilience of survivors; and

WHEREAS, raising public awareness about the signs of abuse, available resources, and prevention strategies is vital to reducing domestic violence and supporting those affected; and

WHEREAS, each October, events are planned throughout the country to observe Domestic Violence Awareness Month; and

WHEREAS, on October 1st, the City of Toledo along with community partners will hold a summit entitled, “Breaking the Cycles of Violence Summit” to raise awareness and provide training for community members on how to prevent gender based and teen dating violence; and

NOW THEREFORE, Be it resolved that:

SECTION 1: Toledo City Council hereby recognizes the importance of Domestic Violence Awareness Month and promotes the activities in the City of Toledo surrounding the month. The Council hereby declares the month of October 2025 as Domestic Violence Awareness Month in the City of Toledo.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Adopted _____: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: R-446-25, Version: 1

2026 Calendar
City Council
Hartman

Adopting a calendar for 2026 for City Council; and declaring an emergency.

WHEREAS, Toledo City Council needs to adopt a calendar for 2026;

NOW, THEREFORE, Be it resolved by the Council of the City of Toledo:

SECTION 1. That Toledo City Council adopts a calendar for 2026 listed in Schedule A attached hereto and made a part hereof as if fully rewritten herein be and the same is hereby adopted.

SECTION 2. That this Resolution hereby is declared to be an emergency measure and shall be in force and effect from and after its adoption. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this Resolution must be immediately effective for planning purposes for 2026.

Vote on emergency clause: yeas _____, nays _____.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council

2026 LEGISLATIVE CALENDAR
Toledo City Council

AGENDA REVIEW

Meeting Dates

Tuesdays, 2:00 P.M.

January 13, 2026
January 27, 2026
February 10, 2026
February 24, 2026
March 10, 2026
March 24, 2026
April 7, 2026
April 21, 2026
May 6, 2026(Wednesday)
May 19, 2026
June 2, 2026
June 16, 2026
July 7, 2026
August 4, 2026
September 1, 2026
September 15, 2026
September 29, 2026
October 13, 2026
October 27, 2026
November 10, 2026
November 24, 2026
December 8, 2026

CITY COUNCIL

Meeting Dates

Tuesdays, 4:00 P.M.

January 2, 2026(Friday @ 5:30p)
January 20, 2026
February 3, 2026
February 17, 2026
March 3, 2026
March 17, 2026
March 31, 2026
April 14, 2026
April 28, 2026
May 12, 2026
May 26, 2026
June 9, 2026
June 23, 2026
July 14, 2026
August 11, 2026
September 8, 2026
September 22, 2026
October 6, 2026
October 20, 2026
November 4, 2026(Wednesday)
November 17, 2026
December 1, 2026
December 15, 2026

2026 Council Meeting Calendar

January <table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr></table>							Su	Mo	Tu	We	Th	Fr	Sa					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	February <table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr></table>							Su	Mo	Tu	We	Th	Fr	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	March <table><tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr><tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr><tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr><tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr></table>							Su	Mo	Tu	We	Th	Fr	Sa	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1-Jan New Years 19-Jan MLK Day 16-Feb Presidents Day																					
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KEY:

Agenda Review

Council Meeting

Holiday

Election

2026 LEGISLATIVE CALENDAR
Toledo City Council

AGENDA REVIEW

Meeting Dates

Tuesdays, 2:00 P.M.

January 13, 2026
January 27, 2026
February 10, 2026
February 24, 2026
March 10, 2026
March 24, 2026
April 7, 2026
April 21, 2026
May 6, 2026(Wednesday)
May 19, 2026
June 2, 2026
June 16, 2026
July 7, 2026
August 18, 2026
September 1, 2026
September 15, 2026
September 29, 2026
October 13, 2026
October 27, 2026
November 10, 2026
November 24, 2026
December 8, 2026

CITY COUNCIL

Meeting Dates

Tuesdays, 4:00 P.M.

January 2, 2026(Friday @ 5:30p)
January 20, 2026
February 3, 2026
February 17, 2026
March 3, 2026
March 17, 2026
March 31, 2026
April 14, 2026
April 28, 2026
May 12, 2026
May 26, 2026
June 9, 2026
June 23, 2026
July 14, 2026
August 25, 2026
September 8, 2026
September 22, 2026
October 6, 2026
October 20, 2026
November 4, 2026(Wednesday)
November 17, 2026
December 1, 2026
December 15, 2026

2026 Council Meeting Calendar

January							February							March							1-Jan New Years 19-Jan MLK Day 16-Feb Presidents Day						
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April							May							June							3-Apr Good Friday 5-May Primary Election 25-May Memorial Day 19-Jun Juneteenth						
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KEY:

Agenda Review

Council Meeting

Holiday

Election

Amended 10.2.25



Legislation Text

File #: O-447-25, Version: 1

Ottawa Park Ice Rink Restrooms - Additional \$35,000
Councilmember Hobbs
Revised

Authorizing an additional expenditure of \$35,000 from the Capital Improvement Fund District Improvement Program District 1's available balance for design and construction of public access to the Ottawa Ice Rink Restrooms; authorizing the Mayor to amend the necessary contracts; and declaring an emergency.

SUMMARY & BACKGROUND:

Ordinance 109-25 authorized a \$60,000 expenditure for the design and construction of public access to the Ottawa Park Ice Rink restrooms in District #1. This project will provide public flush restrooms for individuals utilizing the tennis courts and disk golf course even when the ice rink is closed. The project was competitively bid with 3 contractors submitting bid proposals. This ordinance authorizes the additional expenditure of \$35,000. The total cost of implementing the project will be approximately \$95,000.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That a sum of \$35,000 is authorized for expenditure from Account Code 5040-10100-8CP2222DNGPRO from the District Improvement Program for design and construction of public access to the Ottawa Ice Rink restrooms.

SECTION 2. That the Mayor is authorized to amend the existing contracts for the purposes authorized above , upon such terms and conditions as shall be approved by the Director of Parks & Youth Services and the Director of Law.

SECTION 3. That the Director of Finance is authorized to draw warrant or warrants against the above account code in payment of the above authorized obligations in an amount not to exceed that authorized in Section 1 upon presentation of the proper voucher or vouchers.

SECTION 4. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this Ordinance must be immediately effective in order to limit interruption to rink program sessions.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-448-25, Version: 1

DIP Surveillance Cameras
Toledo City Council
Councilmember Vanice Williams
Revised

Authorizing the expenditure of \$28,000 from the Capital Improvement Fund District Improvement Program for the Permanent Blue Light Cameras Project; authorizing the Mayor to execute the necessary contracts; waiving the formal competitive bidding provisions of TMC Chapter 187; and declaring an emergency.

SUMMARY & BACKGROUND:

An application for the District Improvement Program has been submitted for the purchase and installation of surveillance cameras at the corner of Ontario and Walnut and in the 3000 Block of Monroe Street.

On September 19, 2025, the District Improvement Review Committee reviewed the application and recommended its approval for \$28,000 in funding.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the expenditure of an amount not to exceed \$28,000 is authorized from the Capital Improvement Fund Account Code 5040-10100-8CP2318DNGPRO for the Permanent Blue Light Cameras Project.

SECTION 2. That the Mayor is authorized to execute the necessary contract for the purpose authorized in Section 1, upon such terms and conditions as shall be approved by the Chief of Police and the Director of Law.

SECTION 3. That the Director of Finance is authorized to draw warrant or warrants against the above Account Code in payment of the above authorized obligations in an amount not to exceed that authorized in Section 1 upon presentation of the proper voucher or vouchers.

SECTION 4. That this council finds and determines that it is in the best interest of the City to waive the formal competitive bidding provision of TMC Chapter 187 for the reason that the vendor has significant knowledge of the Toledo Police Department's surveillance network and has provided and installed the City's surveillance cameras.

SECTION 5. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this

Ordinance must be immediately effective to install the cameras in a timely manner.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



District Improvement Program Review Committee

Meeting Minutes – 9/19/2025 at 12:00 p.m. via Zoom

I. Attendees

Voting Members:

- Council President: Carrie Hartman
- District Councilmember: Vanice Williams
- Director of Economic Development: Brandon Sehlhorst

Non-Voting Members:

- Toledo City Council Chief of Staff: Lucy Frank

II. Applications

a. Surveillance Cameras Application

Williams presented a thorough overview of the proposed project. The Police Department plans to purchase two surveillance cameras that will tie into their network and be installed in the 3000 block of Monroe Street and at the intersection of Ontario and Walnut. Williams highlighted the importance of these cameras to the businesses and residents in the two areas and investment occurring at the Swayne Field Shopping Center. Williams also explained the need to waive competitive bidding because this is the same vendor the City has utilized for other surveillance cameras.

Motion: Motion was made by Hartman and seconded by Williams to recommend approval of the Surveillance Camera District Improvement Program application to Toledo City Council authorizing the expenditure of an amount not to exceed \$28,000 from District 4's available DIP balance.

Vote:

Yeas: Hartman, Williams and Sehlhorst

Nays: None

Abstentions: None

b. Englewood Historic District Sign Replacement Application

Sehlhorst presented a thorough overview of the proposed project, which is being led by the Lincoln School Coalition. The project involves the replacement of the Englewood Historic District sign in the Englewood neighborhood. The Department of Economic Development competitively bid the plans, which have been approved by the neighborhood. Williams highlighted the importance of this project to the neighborhood.

Motion: Motion was made by Hartman and seconded by Sehlhorst to recommend approval of the Englewood Historic District Sign Replacement District Improvement Program application to Toledo City Council authorizing the expenditure of an amount not to exceed \$17,500 from District 4's available DIP balance.

Vote:

Yeas: Hartman, Williams and Sehlhorst

Nays: None

Abstentions: None



Legislation Text

File #: O-449-25, Version: 1

DIP Englewood Historic District Sign
Toledo City Council
Councilmember Vanice Williams
Revised

Authorizing the expenditure of \$17,500 from District 4's available balance of the Capital Improvement Fund District Improvement Program for purchase and installation of a new Englewood Historic District Monument Sign; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

SUMMARY & BACKGROUND:

A District Improvement Program application for \$17,500 has been approved by the District Improvement Program Internal Committee to provide funding for the purchase and installation of a neighborhood sign for the historic Englewood neighborhood in District #4. This project will replace the old deteriorated wooden neighborhood sign that has reached the end of its useful life and no longer reflects the pride nor vibrancy of the neighborhood.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That a sum of \$17,500 is authorized for expenditure from the Capital Improvement Fund Account Code 5040-10100-8CP2318DNGPRO from the District Improvement Program for the purchase and installation of a new monument neighborhood sign near the intersection of Forest Ave and Lincoln Ave. in the Englewood neighborhood.

SECTION 2. That the Mayor is authorized to accept bids and award contracts for the purpose authorized in Section 1, upon such terms and conditions as shall be approved by the Director of the Department of Economic Development and the Director of Law.

SECTION 3. That the Director of Finance is authorized to draw warrant or warrants against the above account code in payment of the above authorized obligations in an amount not to exceed that authorized in Section 1 upon presentation of the proper voucher or vouchers.

SECTION 4. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this Ordinance must be immediately effective in order to help preserve the integrity of the historic Englewood neighborhood.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



District Improvement Program Review Committee

Meeting Minutes – 9/19/2025 at 12:00 p.m. via Zoom

I. Attendees

Voting Members:

- Council President: Carrie Hartman
- District Councilmember: Vanice Williams
- Director of Economic Development: Brandon Sehlhorst

Non-Voting Members:

- Toledo City Council Chief of Staff: Lucy Frank

II. Applications

a. Surveillance Cameras Application

Williams presented a thorough overview of the proposed project. The Police Department plans to purchase two surveillance cameras that will tie into their network and be installed in the 3000 block of Monroe Street and at the intersection of Ontario and Walnut. Williams highlighted the importance of these cameras to the businesses and residents in the two areas and investment occurring at the Swayne Field Shopping Center. Williams also explained the need to waive competitive bidding because this is the same vendor the City has utilized for other surveillance cameras.

Motion: Motion was made by Hartman and seconded by Williams to recommend approval of the Surveillance Camera District Improvement Program application to Toledo City Council authorizing the expenditure of an amount not to exceed \$28,000 from District 4's available DIP balance.

Vote:

Yeas: Hartman, Williams and Sehlhorst

Nays: None

Abstentions: None

b. Englewood Historic District Sign Replacement Application

Sehlhorst presented a thorough overview of the proposed project, which is being led by the Lincoln School Coalition. The project involves the replacement of the Englewood Historic District sign in the Englewood neighborhood. The Department of Economic Development competitively bid the plans, which have been approved by the neighborhood. Williams highlighted the importance of this project to the neighborhood.

Motion: Motion was made by Hartman and seconded by Sehlhorst to recommend approval of the Englewood Historic District Sign Replacement District Improvement Program application to Toledo City Council authorizing the expenditure of an amount not to exceed \$17,500 from District 4's available DIP balance.

Vote:

Yeas: Hartman, Williams and Sehlhorst

Nays: None

Abstentions: None



Legislation Text

File #: O-450-25, Version: 1

Require a Dumpster or Container for Eviction Setouts
Komives, Gadus, Jones, McPherson, Morris, Williams
Evan x1363

Amending Chapter 1725 of the Toledo Municipal Code (TMC) to Require a Dumpster or Container for Eviction Setouts.

SUMMARY & BACKGROUND

Chapter 1725 of the Health Code governs nuisances; what conduct is considered a nuisance, and what penalties may be imposed when a nuisance exists. Nuisances can vary widely, including issues like blight, illegal dumping, improper setouts, or other activities that degrade the quality of life for residents. Nuisance abatement is crucial for maintaining the well-being of neighborhoods and fostering a sense of security among residents. The City's leadership has investigated and researched regional, state, and national strategies to reduce blight; the enactment of this legislation provides updates to the TMC based on some of these findings.

In September of 2025, community meetings concerning waste collection were held for residents to share their experiences, suggest improvements, and voice concerns about waste services and blight in the City of Toledo. An overall recommendation received from these talks was to require landlords to secure setout materials in a container for the eviction process. Residents overwhelmingly are displeased with the number of setouts they see in their community and the ways in which these piles of personal belongings eventually blight their neighborhood.

The proposed amendment makes it a requirement for landlords to provide a dumpster to collect the property removed from the premises; the dumpster or container must be provided or a civil penalty will apply.

When TMC 1725.14 and 1725.99 were passed in 2013, this was an adequate solution which put responsibility for removal of personal property on the owner of that property, the evictee, and allowed a system where landlords or building managers could remove personal properties from the dwelling and then relinquish control over it once it was in the public right-of-way. The resulting additional blight in our neighborhoods causes numerous issues for our trash collection teams and blight cleanup teams, demonstrating that the existing code does little to prevent the personal property and trash from becoming a public nuisance.

A solution for these issues, out of the intensive process of research and comparison, is to follow the example of other cities in Ohio and around the United States and hold the property owners or landlords accountable for the personal property left behind after an eviction before it becomes blight and a public nuisance. This represents a necessary cost of doing business for property owners, who also have a responsibility for keeping neighborhoods free of blight.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1: That TMC Chapter 1725.14 which currently reads as:

- a) No owner of personal property which has been placed on public or private property as a result of a court ordered eviction set out shall fail to remove said property within seventy-two (72) hours of the set out. Personal property which has not been removed as required above shall constitute a public nuisance.
- b) If the owner of personal property set out after an eviction fails to remove such property or any garbage, rubbish or trash within seventy-two (72) hours of the set out, the owner of the premises where the set out occurred shall immediately remove such property, garbage, rubbish or trash.

Is repealed.

SECTION 2: That a new TMC Chapter 1725.14 shall read as follows:

- a) It shall be the duty of any owner or lessor of any dwelling unit where a court supervised setout is performed to arrange for the collection and disposal of the evictee's property through an authorized licensed commercial waste hauler. Waste resulting from such setout shall be placed in a dumpster or other large container which prevents trash or personal property from becoming blight on the premises, public right-of-way or street.
- b) The City of Toledo shall not assume any liability of any type for any personal property abandoned on the street or sidewalk or disposed of as provided above.
- c) A property owner or person in control of property who allows a setout to remain on the premise, public streets or sidewalks without a proper container commits a civil offense and shall be subject to the associated civil fines of Section 1725.99.

SECTION 3: That TMC Chapter 1725.99 which currently reads as:

1725.99. Penalty.

- a) Whoever violates any provision of this chapter for which no other penalty is provided, is guilty of a misdemeanor of the third degree.
- b) Whoever violates any provision of Section [1725.11](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-111912 is guilty of a misdemeanor of the first degree.
- c) Each day's violation shall constitute a separate offense.
- d) The violator shall also be liable for the cost of remaining materials placed or found on the public or private property in violation of this Chapter.
- e) The violator shall be liable for the investigation of such violations and the associated penalties in accordance with the schedule of penalties and fines found in [1319.04](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-109438, which funds shall be deposited in the Building Inspection Trust Fund.

Is repealed.

SECTION 4: That TMC Chapter 1725.99 shall read as follows:

- a) Whoever violates any provision of this chapter has contributed to a public nuisance and is subject to a civil offense and civil fine as assessed by the Director of Building and Code Compliance, the Director of Public Service, or their designees.
- b) Failure to provide a dumpster or container for the setout shall result in a civil fine of \$1,500.00
- c) Every month after the civil fine is not paid shall result in an increase of \$50 on the fine.
- d) Civil fines shall be deposited in the Nuisance Abatement Trust Fund.
- e) In addition to any civil fines imposed, the City may collect any costs for work to abate the public nuisance

that results from a violation of this chapter. Reference **955.04. Costs of abatement; liens on property.**

SECTION 5: Definition

- a) "Setout" is hereby defined as any personal belongings, trash, debris, or other materials taken out of a dwelling as the result of any eviction actions.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-451-25, Version: 1

Chapter 2134 Update
Toledo Municipal Court
Bryan Latta (x6425)

Amending multiple sections of Chapter 2134 of the Toledo Municipal Code to modernize its terms and reflect current practices, policies, and procedures.

SUMMARY & BACKGROUND:

Chapter 2134 of the Toledo Municipal Code governs the administrative operations of the Toledo Municipal Court. The Court has implemented numerous policy updates by way of Administrative Journal Entries, aimed at improving clarity, inclusivity, and administrative efficiency. These practices must now be formally codified to align TMC Chapter 2134 with current court policies and operational standards.

The revisions include the use of gender-neutral language, updated timekeeping methods to reflect alternative work schedules, classification of employees, background checks, educational reimbursement, benefits and leave usage, and removal of outdated or obsolete provisions. Further, the amendments also include language improvements, grammatical updates, and formatting revisions to promote consistency, accessibility, and legal clarity throughout the chapter.

Over the years many updates were made in coordination with the City of Toledo Human Resources Department and City of Toledo Law Department for legal sufficiency and compliance with citywide practices.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION:: 1. That Toledo Municipal Code Section 2134.01 which states as follows:

2134.03. Job Classifications.

The classifications for the staff of the Toledo Municipal Court Judges Division shall be as follows:

(a) Classifications

<i>Classifications</i>	<i>Salary Group</i>
Administrative Assistant	10
Assignment Clerk	7
Assignment Clerk-Senior	8
Bailiff-Courtroom	5
Bailiff-Chief Courtroom	6
Bookkeeper/Payroll Clerk (423-13)	6
Building Operations Chief	13
Civil Bailiff-Assistant Commissioner	11

Civil Bailiff-Commissioner	13
Civil Bailiff-Deputy	9
Clerk	3
Community Service Officer (423-13)	7
Court Administrator	E4
Court Administrator-Deputy	E2
Court Intern	5
Court Reporter	8
Court Security-Bailiff	9
Court Services-Assistant Commissioner	11
Court Services-Commissioner	13
Court Services-Specialist (243-17)	7
Finance Officer	13
Housing Specialist	10
Housing Specialist-Senior (217-02)	11
Human Resource Officer (186-01)	13
Information Technology Officer (786-05)	14
Information Technology Specialist (432-12)	5
Intake Secretary (210-95)	5
Judges Secretary (18-89)	5
Judges Secretary-Senior (824-85)	6
License Intervention Specialist (432-12)	8
Mediator	10
Mediator-Senior	11
Probation Officer	10
Probation Officer-Assistant Chief	13
Probation Officer-Chief	E1
Probation - Fellow	8
Probation-Secretary	4
Probation-Unit Supervisor (694-88)	11
Quality Assurance Officer	11
Small Claims Assistant	1

(b) The classification of Courtroom Bailiff shall be considered a confidential at will employee of the individual appointing judge. If the judge who made the initial appointment is replaced, the replacement judge may retain or discharge the Courtroom Bailiff as she or he determines. The classification of the Chief Courtroom Bailiff shall be appointed by the majority of the judges serving on the court from among the qualified Courtroom Bailiffs, but remains the confidential at will employee of the individual appointing judge to whom he or she reports.

(c) Effective September 1, 2012, the classification of Chief Probation Officer shall be reclassified as a Salary Group E-1. This reclassification is for all employees hired, promoted, or reinstated into that position on or after September 1, 2012.

(d) The classifications of Magistrate and Housing Magistrate are authorized and shall be considered

confidential at will employees. Magistrate(s) or Housing Magistrate(s) may be full or part-time positions and are appointed by the majority of the Judges serving on the court. Magistrate(s) and Housing Magistrate(s) shall be paid at a rate and receive economic fringe benefits deemed by the court to be appropriate. All Standby Magistrate(s) will be paid economic fringe benefits as provided in Section [2134.28](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123588.

(e) Salary Group Assignment.

The classifications listed in paragraph (a) are assigned to the salary group shown opposite the classification. Employees in classifications listed herein shall be paid in the salary group to which the classification is assigned in accordance with the annual salary as set forth in Sections [2134.49](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123742 and [2134.50](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123780.

SECTION: 2. That a new Toledo Municipal Code Section 21341.01 is enacted as follows:

2134.03. Job Classifications.

The classifications for the staff of the Toledo Municipal Court Judges Division shall be as follows:

(a) Classifications

<i>Classifications</i>	<i>Salary Group</i>
Bailiff-Courtroom	8
Bailiff-Chief Courtroom	9
Bookkeeper/Payroll Clerk	7
Building Operations Chief	13
Civil Bailiff-Assistant Commissioner	11
Civil Bailiff-Commissioner	13
Civil Bailiff-Deputy	9
Court Administrator	E4
Court Administrator-Deputy	E-3
Court Reporter	10
Court Security-Bailiff	9
Court Services-Assistant Commissioner	11
Court Services-Commissioner	13
Court Services-Specialist Day Porter	7 1
Finance Officer	E-1
Housing Specialist	10
Housing Specialist-Senior	11
Human Resource Officer Human Resource Specialist	E-2 9
Information Technology Officer	E-2
Information Technology Specialist	9
Administrative Assistant	6
Judges Secretary	5
License Intervention Specialist	8
Mediator	10
Help Center Commissioner	E-1
Probation Officer	10

Probation Officer-Assistant Chief	13
Probation Officer-Chief	E-2
Probation - Fellow	8
Probation-Secretary	4
Probation-Unit Supervisor Project Manager	11 12
Quality Assurance Administrator	12
Court Resource Navigator	5

(b) The classification of Courtroom Bailiff shall be considered a confidential at will employee of the individual appointing judge. If the judge who made the initial appointment is replaced, the replacement judge may retain or discharge the Courtroom Bailiff as she or he determines. The classification of the Chief Courtroom Bailiff shall be appointed by the majority of the judges serving on the court from among the qualified Courtroom Bailiffs, but remains the confidential at will employee of the individual appointing judge to whom they report

(d) The classifications of Magistrate and Housing Magistrate are authorized and shall be considered confidential at will employees. Magistrate(s) or Housing Magistrate(s) may be full or part-time positions and are appointed by the majority of the Judges serving on the court. Magistrate(s) and Housing Magistrate(s) shall be paid at a rate and receive economic fringe benefits deemed by the court to be appropriate. All Standby Magistrate(s) will be paid economic fringe benefits as provided in Section [2134.28](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123588) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123588>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123588).

(e) Salary Group Assignment.

The classifications listed in paragraph (a) are assigned to the salary group shown opposite the classification. Employees in classifications listed herein shall be paid in the salary group to which the classification is assigned in accordance with the annual salary as set forth in Sections [2134.49](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123742) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123742>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123742) and [2134.50](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123780) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123780>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123780).

SECTION: 3. That Toledo Municipal Code Section 2134.09 which states as follows:

2134.09. Disciplinary Procedure.

(a) When an employee is to be disciplined, the Court Administrator or his designee shall have the charges against the employee reduced to writing, with two copies to be served on the employee. Delivery to the employee shall be deemed to have occurred if the charges are hand-delivered, or in the event that hand-delivery fails, placed in the U.S. Mail. Where resort to U.S. Mail occurs, the date of the posting shall control. The employee's last known address will be used.

(b) Charges must be served upon the employee within ten (10) work days of the Court having knowledge of the infraction, or within 10 days of the completion of an investigation substantiating the infraction. The hearing shall be held no more than ten (10) work days after the charges have been served on the employee. In the event the hearing cannot be held because of the absence of the employee, the Court Administrator or the individual referring charges for any reason, then it shall be held within five (5) work days after the return of the employee, the Court Administrator or the individual referring charges. The employee shall have the right to be represented by legal counsel at such hearing.

(c) The Court Administrator or his designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The Court Administrator or his designee shall make a recommendation to the Presiding/ Administrative Judge on the case within five (5) work days after the day of hearing. If the recommendation is for dismissal or demotion, the Presiding/Administrative Judge shall then cause a hearing to be held in the Presiding/Administrative Judge's office to review the matter, hear the evidence in support of the charges, and the evidence in defense of the charges, and render a fair and just decision based on the evidence submitted at the hearing.

(d) Any action taken against the employee shall be subject to appeal to a committee of all Judges of the Court, whose decision shall be final.

(e) Employees designated as confidential at will employees in Section [2134.03](#) <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123441> will not be covered by this procedure and will be subject to discipline at the discretion of the appointing authority.

SECTION: 4. That a new Toledo Municipal Code Section 2134.09 is enacted as follows:

2134.09. Disciplinary Procedure.

(a) When an employee is to be disciplined, the Court Administrator or their designee shall have the charges against the employee reduced to writing, with two copies to be served on the employee. Delivery to the employee shall be deemed to have occurred if the charges are hand-delivered, or in the event that hand-delivery fails, placed in the U.S. Mail. When resorting to U.S. Mail, the date of the posting shall control. The employee's last known address will be used.

(b) Charges must be served upon the employee within ten (10) work days of the Court having knowledge of the infraction, or within 10 days of the completion of an investigation substantiating the infraction. The hearing shall be held no more than ten (10) work days after the charges have been served on the employee. In the event the hearing cannot be held because of the absence of the employee, the Court Administrator or the individual referring charges for any reason, then it shall be held within five (5) work days after the return of the employee, the Court Administrator or the individual referring charges. The employee shall have the right to be represented by legal counsel, at the employee's expense, at such hearing.

(c) The Court Administrator or their designee shall hear the evidence in support of the charges and the evidence in defense of the charges and shall endeavor to ascertain the truth of the charges. The hearing officer shall use a "preponderance of the evidence standard" in evaluating the evidence in support and in defense of the charges. The employee shall be presumed innocent and the burden shall be upon the Court to show guilt. The employee shall further have the right to confront and question the accuser, the right to call witnesses and to examine them in the employee's behalf, the right to have all records of the employee pertinent to the charges at hand, as determined by the hearing officer, made available and the right to file a written answer to the charges. The Court Administrator or their designee shall make a recommendation to the Presiding/ Administrative Judge on the case within five (5) work days after the day of hearing. If the recommendation is for dismissal or demotion, the Presiding/Administrative Judge shall then cause a hearing to be held in the Presiding/Administrative Judge's office to review the matter, hear the evidence in support of the charges, and the evidence in defense of the charges, and render a fair and just decision based on the evidence submitted at the hearing.

(d) Any action taken against the employee shall be subject to appeal to a committee of all Judges of the Court, whose decision shall be final.

(e) Employees designated as confidential at will employees in Section [2134.03](#)

https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123441 will not be covered by this procedure and will be subject to discipline at the discretion of the appointing authority.

SECTION: 5. That Toledo Municipal Code Section 2134.11 which states as follows:

2134.11. Probationary Period; Fringe Benefits.

(a) Newly hired employees shall be probationary employees for a period of 2,080 hours for purpose of work performance. A newly hired probationary employee shall not receive any fringe benefits during the first 60 actual work days of the probationary period, unless the Court, due to exceptional circumstances, approves provision of any or all of these benefits during that period. The Court may evaluate the employee's performance to determine whether the 2,080 hour probationary period may be extended. As a result of that performance evaluation, at the Court's sole discretion, the probationary period may be extended up to an additional six (6) months.

(b) All full time continuous service as a part-time employee shall be counted for the purpose of determining the employee's entitlement to fringe benefits. If the employee had worked as a part-time employee continuously for the equivalent of 120 actual work days, then the employee shall be eligible for fringe benefits immediately upon appointment as a full-time or provisional employee.

(c) Current employees promoted to or within positions at the Court shall be probationary for a period of 360 hours for the purpose of work performance. They shall be eligible for fringe benefits throughout their probationary period.

(d) Employees who transfer or take a voluntary demotion shall be probationary for a period of 360 hours for the purpose of work performance. They shall be eligible for fringe benefits throughout their probationary period.

SECTION: 6. That a new Toledo Municipal Code Section 2134.11 is enacted as follows:

2134.11. Probationary Period; Fringe Benefits.

(a) Newly hired employees shall be probationary employees for a period of 2,080 hours for purpose of work performance. A newly hired probationary employee shall not receive any fringe benefits during the first 480 certified working hours of the probationary period, unless the Court, due to exceptional circumstances, approves provision of any or all of these benefits during that period. The Court may evaluate the employee's performance to determine whether the 2,080 hour probationary period may be extended. As a result of that performance evaluation, at the Court's sole discretion, the probationary period may be extended up to an additional 2,080 hours.

(b) All full-time continuous service as a part-time employee shall be counted for the purpose of determining the employee's entitlement to fringe benefits. If the employee had worked as a part-time employee continuously for the equivalent of 480 certified work hours, then the employee shall be eligible for fringe benefits immediately upon appointment as a full-time or provisional employee.

(c) Current employees promoted to or within positions at the Court shall be probationary for a period of 1,040 hours for the purpose of work performance. At the Court's sole discretion, the probationary period may be extended up to an additional 1,040 hours. Time spent in an acting position shall not be included when calculating probationary time. They shall be eligible for fringe benefits throughout their probationary period.

(d) Employees who transfer or take a voluntary demotion shall be probationary for a period of 1,040 hours for the purpose of work performance. At the Court's sole discretion, the probationary period may be extended up to an additional 1,040 hours. They shall be eligible for fringe benefits throughout their probationary period.

SECTION: 7. That Toledo Municipal Code Section 2134.12 which states as follows:

2134.12. Military Service.

(a) Regular employees who leave the service of the Court to enter that of the United States Armed Forces or the services of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian services shall upon their return within ninety days from release from such services be granted all rights of employment as if continuously employed by the Court during such service.

(b) Sick leave and vacation accrued prior to the date of an employee's entrance into military service shall be preserved until his or her return to the Court employment as provided in this section. Additional sick leave and vacation shall not be accrued during the employee's military service.

(c) Whenever vacancies occur in the Court by reason of military leave of absence, appointments may be made for the duration of the emergency or earlier return to service of employees granted such leave for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leave.

(d) A regular employee who is on short-term military training duty shall be paid in accordance with O.R.C § 5923.05 as it now exists and as it may be amended from time to time.

SECTION: 8. That a new Toledo Municipal Code Section 2134.12 is enacted as follows:

2134.12. Military Service.

(a) Regular employees who leave the service of the Court to enter that of the United States Armed Forces or the services of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian services shall upon their return within ninety days from release from such services be granted all rights of employment as if continuously employed by the Court during such service.

(b) Sick leave and vacation accrued prior to the date of an employee's entrance into military service shall be preserved until their return to the Court employment as provided in this section. Additional sick leave and vacation shall not be accrued during the employee's military service.

(c) Whenever vacancies occur in the Court by reason of military leave of absence, appointments may be made for the duration of the emergency or earlier return to service of employees granted such leave for military service. All such appointments shall be subject to the priority rights of the permanent employees granted military leave.

(d) A regular employee who is on short-term military training duty shall be paid in accordance with O.R.C § 5923.05 as it now exists and as it may be amended from time to time.

SECTION: 9. That Toledo Municipal Code Section 2134.13 which states as follows:

2134.13. Transfers; Voluntary Demotion.

(a) A transfer is a movement from a position in one classification to a similar position in the same classification in a different department.

(b) A voluntary demotion is the movement by an employee from his or her permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform. A voluntary demotion is differentiated from a regular demotion in that it requires that the employee initiate such action rather than the Court.

(c) The court may direct an employee be transferred when such a transfer would be for the good of the Toledo Municipal Court.

(d) An employee transferred or demoted voluntarily as provided herein, shall be for a period of forty-five (45) compensated work days. During this period the Court can direct that the employee be returned to his or her former position. If the employee's former position has been filled, the employee filling that position may be removed and reinstated to his former position, and so forth.

(e) If an employee serving a forty-five (45) work day probationary period established herein fails to work more than two (2) work days during this probationary period, then the employee's probationary period shall be extended by the additional number of work days that the employee did not work in excess of two (2).

SECTION: 10. That a new Toledo Municipal Code Section 2134.13 is enacted as follows:

2134.13. Transfers; Voluntary Demotion.

(a) A transfer is a movement from a position in one classification to a similar position in the same classification in a different department.

(b) A voluntary demotion is the movement by an employee from their permanent classification to a classification in a lower salary group that involves duties that the employee is qualified to perform. A voluntary demotion is differentiated from a regular demotion in that it requires that the employee initiate such action rather than the Court.

(c) The court may direct an employee be transferred when such a transfer would be for the good of the Toledo Municipal Court.

SECTION: 11. That Toledo Municipal Code Section 2134.16 which states as follows:

2134.16. Personal Leaves up to Five Days.

A personal leave of absence at the request of the employee may be granted upon the approval of the Court in accordance with the rules established herein. An approved leave of absence shall be required when the employee will be absent on his or her own accord for more than five consecutive work days. Any request for excused absence for a period of less than five consecutive work days may be granted by the employee's supervisor without the necessity of preparing formal leave request to the Court, however, routine time-off paperwork must be prepared and submitted. Formal requests for leave of absence shall be in writing, in

duplicate; shall be signed by the employee stating the reason for the leave; and shall be approved by the Court. One copy shall be retained by the employee and one copy by the Court Administrator's office.

Nothing in this chapter shall be construed to require the docking of pay from FLSA-exempt employees for partial-day absences when paid leave is not used.

SECTION: 12. That a new Toledo Municipal Code Section 2134.16 is enacted as follows:

2134.16. Personal Leaves up to Five Days.

A personal leave of absence at the request of the employee may be granted upon the approval of the Court in accordance with the rules established herein. An approved leave of absence shall be required when the employee will be absent on their own accord for more than five consecutive work days. Any request for excused absence for a period of less than five consecutive work days may be granted by the employee's Department Manager. Requests should be written, and shall not be granted unless all other applicable leave has already been exhausted. A Department Manager cannot grant more than five days of leave for an employee during a calendar year. .

Nothing in this chapter shall be construed to require the docking of pay from FLSA-exempt employees for partial-day absences when paid leave is not used.

SECTION: 13. That Toledo Municipal Code Section 2134.17 which states as follows:

2134.17. Personal Leave Up to Thirty (30) Calendar Days and Thirty (30) Days or More.

(a) A leave of absence may be granted for up to thirty (30) calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence, he or she shall return to the position in the service from which the leave was granted.

(b) A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position from which the leave was granted but shall be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists, except in the case of a leave of absence for the purpose of securing job-related educational experience, in which case the employee shall be returned to the department from which the leave was granted. In no case shall a leave of absence be granted for a period of more than one (1) year, except as otherwise provided herein.

(c) An employee who is on industrial injury leave and is participating in the City's Injury Pay Program (Section [2134.35 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123629>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123629)) will be entitled to return to his or her position when determined physically able to return to work in that classification. If an employee elects to go on Workers' Compensation and not participate in the City's Injury Pay Program, the Court may fill that position after thirty (30) calendar days. In such cases, this employee will be placed in the first available position for which he or she is determined qualified and physically able to perform such duties, at a salary group equal to or less than their current salary group.

(d) It is the express intent that this section of the Code shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits as provided therein, specifically including PL 103-3, known as the Family and Medical Leave Act of 1993; provided, however, that any remedy for violation of this

Act shall be as set forth in the Act.

SECTION: 14. That a new Toledo Municipal Code Section 2134.17 is enacted as follows:

2134.17. Personal Leave Up to Thirty (30) Calendar Days and Thirty (30) Days or More.

(a) A leave of absence may be granted for up to thirty (30) calendar days in any calendar year without loss of position by the employee. When an employee returns from an approved leave of absence, they shall return to the position in the service from which the leave was granted. Formal requests for leave of absence shall be in writing, in duplicate; shall be signed by the employee stating the reason for the leave; and shall be approved by the Court. One copy shall be retained by the employee and one copy by the Court Administrator's office.

(b) A leave of absence for more than thirty (30) calendar days may be granted, but the employee granted the leave of absence for more than thirty (30) calendar days shall not be entitled to be returned to the position from which the leave was granted but shall be placed in an open position in the same class or in a class at the same salary group provided a vacancy exists, except in the case of a leave of absence for the purpose of securing job-related educational experience, in which case the employee shall be returned to the department from which the leave was granted. In no case shall a leave of absence be granted for a period of more than one (1) year, cumulatively, during a five (5) year span, except as otherwise provided herein.

(c) An employee who is on industrial injury leave and is participating in the City's Injury Pay Program (Section [2134.35 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123629>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123629)) will be entitled to return to their position when determined physically able to return to work in that classification. If an employee elects to go on Workers' Compensation and not participate in the City's Injury Pay Program, the Court may fill that position after thirty (30) calendar days. In such cases, this employee will be placed in the first available position for which they is determined qualified and physically able to perform such duties, at a salary group equal to or less than their current salary group. Request must be accompanied by a statement from the attending physician verifying the necessity of such leave. The leave may be granted for periods of thirty (30) calendar days or more, depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick or injury pay has been exhausted, unless this period is extended in writing

(d) It is the express intent that this section of the Code shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits as provided therein, specifically the Family and Medical Leave Act; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

SECTION: 15. That Toledo Municipal Code Section 2134.18 which states as follows:

2134.18. Personal Leave and Fringe Benefits.

(a) An employee on an approved leave of absence shall maintain his seniority. Additional sick leave and vacation shall not be accrued during the employee's personal leave.

(b) An employee on any approved leave of absence of thirty (30) calendar days in any calendar year or less shall have his or her hospitalization and surgical insurance and death benefit continued in force by the City.

(c) An employee on an approved leave of absence for more than one full calendar month shall not receive fringe benefits during the period of such leave, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave. Life insurance benefits shall be maintained during the period of such a leave.

(d) An employee on an approved leave of absence for any partial months shall be responsible for all insurance co-premiums and shall arrange to prepay through payroll deductions the co-premiums necessary to

continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave.

SECTION: 16. That a new Toledo Municipal Code Section 2134.18 is enacted as follows:

2134.18. Personal Leave and Fringe Benefits.

(a) An employee on an approved leave of absence shall maintain their seniority. Additional sick leave and vacation shall not be accrued during the employee's personal leave.

(b) An employee on any approved leave of absence of thirty (30) calendar days in any calendar year or less shall have their hospitalization and surgical insurance and death benefit continued in force by the City.

(c) An employee on an approved leave of absence for more than one full calendar month shall not receive fringe benefits during the period of such leave, however, the employee may arrange to prepay through the Division of Accounts the premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave. Life insurance benefits shall be maintained during the period of such a leave.

(d) An employee on an approved leave of absence for any partial months shall be responsible for all insurance co-premiums and shall arrange to prepay through payroll deductions the co-premiums necessary to continue the employee's hospitalization and surgical insurance in force during the period of time the employee is on leave.

SECTION: 17. That Toledo Municipal Code Section 2134.19 which states as follows:

2134.19. Falsification of Request.

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the Court. If the employee fails or refuses to resign, then he or she may be discharged.

SECTION: 18. That a new Toledo Municipal Code Section 2134.19 is enacted as follows:

2134.19. Falsification of Request.

No employee shall be granted a leave of absence for the purpose of entering employment for another employer or becoming self-employed. If a leave of absence is falsely obtained and the employee is found to be employed by another employer or to be self-employed while on leave, the employee shall be given the opportunity to resign from service with the Court. If the employee fails or refuses to resign, then they may be discharged.

SECTION: 19. That Toledo Municipal Code Section 2134.20 which states as follows:

2134.20. Military Leave.

An employee who is called into military service shall be placed on approved leave of absence during the period of time that he or she is required to serve. Upon discharge from active military service, the employee shall have ninety (90) calendar days to report back to the Court to be reassigned in accordance with the law. The employee shall accrue service time with the Court while on such leave as provided herein.

SECTION: 20. That a new Toledo Municipal Code Section 2134.20 is enacted as follows:

2134.20. Military Leave.

An employee who is called into military service shall be placed on approved leave of absence during the period of time that they are required to serve. Upon discharge from active military service, the employee shall have ninety (90) calendar days to report back to the Court to be reassigned in accordance with the law. The employee shall accrue service time with the Court while on such leave as provided herein. In accordance with federal law, this leave is excluded from other leave limiting provisions within this chapter.

SECTION: 21. That Toledo Municipal Code Section 2134.22 which states as follows:

2134.22. Sick or Injury Leave.

An employee who is sick or is injured may apply for a leave without pay when the employee's sick or injury pay has been exhausted and extended sick or injury pay has not been granted. The request must be accompanied by a statement from the attending physician verifying the necessity of such leave. The leave may be granted for periods of thirty (30) calendar days or more, depending on the condition of the employee, not to exceed two (2) years from the date the employee's sick or injury pay has been exhausted, unless this period is extended in writing.

SECTION: 22. That a new Toledo Municipal Code Section 2134.22 is enacted as follows:

2134.22. Injury Leave.

An employee who is injured may apply for a leave without pay when the employee's sick or injury pay has been exhausted and extended injury pay has not been granted.

SECTION: 23. That Toledo Municipal Code Section 2134.23 which states as follows:

2134.23. Overtime; Compensatory Time.

(a) All work in excess of forty (40) hours-worked per week shall be overtime and compensated at the rate of one and one-half (1-1/2) the employee's wage rate or as compensatory time. This section is subject to the exemptions of Section 7 and Section 13 of the "Federal Fair Labor Standards Act of 1938," 29 U.S.C. 207, 213, as amended.

(b) An employee shall be permitted to take compensatory time off in lieu of receiving overtime pay at the option of the employee. Where the employee has elected to take compensatory time off in lieu of pay, he or she shall receive time at the appropriate overtime rate established herein. Such time shall be taken in a way that

shall not seriously impair the operations for which the employee is responsible. All compensatory time in excess of forty (40) hours must be taken by April 30 of the year following the year in which the time was earned. If the employee has not taken the compensatory time by that date, then he or she shall be paid for all hours not taken in excess of the forty (40) hours that he or she is authorized to retain.

SECTION: 24. That a new Toledo Municipal Code Section 2134.23 is enacted as follows:

2134.23. Overtime

(a) All work in excess of forty (40) hours-worked per week shall be overtime and compensated at the rate of one and one-half (1-1/2) the employee's wage rate or as compensatory time. This section is subject to the exemptions of Section 7 and Section 13 of the "Federal Fair Labor Standards Act of 1938," 29 U.S.C. 207, 213, as amended.

(b) An employee shall be permitted to take compensatory time off in lieu of receiving overtime pay at the option of the employee. Where the employee has elected to take compensatory time off in lieu of pay, they shall receive time at the appropriate overtime rate established herein. Such time shall be taken in a way that shall not seriously impair the operations for which the employee is responsible. All compensatory time in excess of forty (40) hours must be taken by April 30 of the year following the year in which the time was earned. If the employee has not taken the compensatory time by that date, then they shall be paid for all hours not taken in excess of the forty (40) hours that they are authorized to retain.

SECTION: 25. That Toledo Municipal Code Section 2134.24 which states as follows:

2134.24. Compensated Time Considered as Time Worked.

Holidays, vacations and other time off to which such person is entitled as a matter of rights under or by virtue of any ordinance of the City, shall be considered time worked, except when determining hours worked for purposes of compliance with the Fair Labor Standards Act or exemptions therefrom and the computation of probation periods.

SECTION: 26. That a new Toledo Municipal Code Section 2134.24 is enacted as follows:

2134.24. Compensated Time Considered as Time Worked.

Holidays, vacations and other time off to which such person is entitled as a matter of rights under or by virtue of any ordinance of the City, shall be considered time worked, except when determining hours worked for purposes of compliance with the Fair Labor Standards Act, the Family Medical Leave Act, or exemptions therefrom and the computation of probation periods.

SECTION: 27. That Toledo Municipal Code Section 2134.25 which states as follows:

2134.25. Injury at Work.

Any employee who may be injured during the course of his or her day's employment shall be paid a minimum

of eight (8) hours pay for the day on which the injury occurred, if such injury requires the employee to leave the job for medical treatment by a professional medical care provider.

SECTION: 28. That a new Toledo Municipal Code Section 2134.25 is enacted as follows:

2134.25. Injury at Work.

Any employee who may be injured during the course of their day's employment shall be paid a minimum of eight (8) hours pay for the day on which the injury occurred, if such injury requires the employee to leave the job for medical treatment by a professional medical care provider.

SECTION: 29. That Toledo Municipal Code Section 2134.26 which states as follows:

2134.26. Provisions for Safety and Health.

(a) The City shall continue to make provisions for the safety of its employees. The City shall provide protection devices as required by law to protect employees properly from injury.

(b) Employees are to comply with all general safety rules of the Court and any special departmental safety rules and shall be required to use safety equipment provided to them.

SECTION: 30. That a new Toledo Municipal Code Section 2134.26 is enacted as follows:

2134.26. Provisions for Safety and Health.

(a) The Court shall continue to make provisions for the safety of its employees. The Court shall provide protection devices as required by law to protect employees properly from injury.

(b) Employees are to comply with all general safety rules of the Court and any special departmental safety rules and shall be required to use safety equipment provided to them.

SECTION: 31. That Toledo Municipal Code Section 2134.27 which states as follows:

2134.27. Resignation.

Any employee whose removal from the service is sought may resign at any time and his or her records shall show that the employee resigned of his or her own accord. Any employee who wishes to leave the Court's service in good standing shall sign a written resignation with his or her department and/or division head at least two weeks in advance of the date he or she wishes his or her resignation to be effective.

SECTION: 32. That a new Toledo Municipal Code Section 2134.27 is enacted as follows:

2134.27. Resignation.

Any employee whose removal from the service is sought may resign at any time and their records shall show

that the employee resigned of their own accord. Any employee who wishes to leave the Court's service in good standing shall sign a written resignation to Court Administration and their department head at least two weeks in advance of the effective resignation date.

SECTION: 33. That Toledo Municipal Code Section 2134.28 which states as follows:

2134.28. Part-Time Employees' Benefits.

- (a) Toledo Municipal Court Judges' Division part-time employees have no bump or recall rights.
- (b) The following benefits shall be made available to all part-time employees, as of January 1, 1990 on a prorated basis based on actual hours worked during the preceding year:
 - Sick Days
 - Bonus Days
 - Vacation
- (c) The eligibility for holiday pay shall depend upon the Job Sharing Agreement between the job sharers, which is approved by the Court.
- (d) Newly hired part-time employees shall be probationary employees for a period of 2,080 hours.
- (e) If a part-time employee serving the initial 2,080 hours probationary period established herein fails to work for more than 32 scheduled hours during this initial probationary period, then the employee's probationary period shall be extended by the additional number of hours the employee did not work in excess of 32.

SECTION: 34. That a new Toledo Municipal Code Section 2134.28 is enacted as follows:

2134.28. Part-Time Employees' Benefits.

- (a) Toledo Municipal Court Judges' Division part-time employees have no bump or recall rights.
- (b) Sick and Vacation leave shall be made available to all part-time employees, on a prorated basis based on actual hours worked:
 - Bonus leave will be awarded based on a prorated basis based on actual hours worked the previous quarter.
- (c) Job Share employee's eligibility for fringe benefits shall depend upon the Job Sharing Agreement between the job sharers, which is approved by the Court.
- (d) Newly hired part-time employees shall be probationary employees for a period of 2,080 hours.
- (e) If a part-time employee serving the initial 2,080 hours probationary period established herein fails to work for more than 32 scheduled hours during this initial probationary period, then the employee's probationary period shall be extended by the additional number of hours the employee did not work in excess of 32.

SECTION: 35. That Toledo Municipal Code Section 2134.29 which states as follows:

2134.29. Outside Employment Compatibility.

No employee of the Court shall accept outside employment that is adverse to or in conflict with his or her municipal employment. Employees engaged in outside employment must disclose the nature and details of such employment to the Court Administrator in writing prior to undertaking such employment.

SECTION: 36. That a new Toledo Municipal Code Section 2134.29 is enacted as follows:

2134.29. Outside Employment Compatibility.

No employee of the Court shall accept outside employment that is adverse to or in conflict with their municipal employment. Employees engaged in outside employment must disclose the nature and details of such employment to the Human Resource Officer in writing prior to undertaking such employment.

SECTION: 37. That Toledo Municipal Code Section 2134.30 which states as follows:

2134.30. Change of Name and/or Address.

Employees shall report changes of name, phone number and/or address on appropriate forms, to their supervisors. Such changes shall be reported within fifteen (15) calendar days of occurrence and forwarded to the Court Administrator's Office who, in turn, will notify the Department of Human Resources who shall correct the employee's records and file such change in the employee's personal history file.

SECTION: 38. That a new Toledo Municipal Code Section 2134.30 is enacted as follows:

2134.30. Change of Name and/or Address.

Employees shall report changes of name, phone number and/or address on appropriate forms and through the appropriate mechanisms, to the Toledo Municipal Court Human Resource Officer and City of Toledo Human Resources.

SECTION: 39. That Toledo Municipal Code Section 2134.31 which states as follows:

2134.31. Accumulation of Sick Days.

(a) Regular full-time employees shall be credited with one and one-quarter (1 ¼) days for each month of services, not to exceed fifteen (15) days per calendar year. Such days shall continue to accumulate at such rate

without any maximum limitations. Provided the conditions of Section [2134.51](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused sick leave accumulated and shall be paid out as follows.

(i) Employees hired on or before December 31, 2012 shall be covered under the original severance plan, unless they opt out of the original severance plan in writing before March 1, 2013 to the Court Administrator. Provided the conditions of Section [2134.51](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused sick leave under the original severance plan will be paid out as follows: the bank of sick leave established effective December 31, 2012 will be paid out at the rate of one-half (1/2) the employee's regular rate of pay as of the date of separation for all banked sick time up to two hundred (200) days and full pay at the employee's regular rate of pay as of the date of separation for accumulated sick time in excess of two hundred (200) days. The total number of days to be paid is capped at the bank of sick leave the employee had available on December 31, 2012.

(ii) Employees hired after December 31, 2012, or employees who opt out of the original severance plan, shall be under the revised severance plan. Provided the conditions of Section [2134.51](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused accrued sick leave under the revised severance plan will be paid as follows at the employee's regular rate of pay as of the date of separation: thirty-three percent (33%) of salary for the first eighty (80) days and fifty percent (50%) of salary for the next eighty (80) days for a maximum of one hundred and sixty (160) days.

(b) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated herein or carried over until retirement or separation. The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at twenty five percent (25%). Employees with fewer than four hundred eighty (480) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(c) An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(d) An employee hired from another political jurisdiction within Ohio may transfer his or her unused sick time to his or her sick leave bank with the Court. Such time may be used and may be paid in accordance with the terms of this chapter.

(e) An employee may not be paid out sick leave on sick leave accumulated through the Court's Catastrophic Leave Donation Program.

SECTION: 40. That a new Toledo Municipal Code Section 2134.31 is enacted as follows:

2134.31. Accumulation of Sick Days.

(a) Regular full-time employees shall be credited with 10 hours for each month of services, not to exceed one hundred and twenty (120) hours per calendar year. These hours shall continue to accumulate at such rate without any maximum limitations. Provided the conditions of Section [2134.51](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810) [<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused sick leave accumulated and shall be paid out as follows.

(i) Employees hired on or before December 31, 2012 shall be covered under the original severance plan, unless they opted out of the original severance plan in writing before March 1, 2013 to the Court Administrator.

Provided the conditions of Section [2134.51 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused sick leave under the original severance plan will be paid out as follows: the bank of sick leave established effective December 31, 2012 will be paid out at the rate of one-half (1/2) the employee's regular rate of pay as of the date of separation for all banked sick time up to sixteen hundred (1600) hours and full pay at the employee's regular rate of pay as of the date of separation for accumulated sick time in excess of sixteen hundred (1600) hours. The total number of hours to be paid is capped at the bank of sick leave the employee had available on December 31, 2012.

(ii) Employees hired after December 31, 2012, or employees who opted out of the original severance plan, shall be under the revised severance plan. Provided the conditions of Section [2134.51 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123810), Termination and Severance Pay, have been met, unused accrued sick leave under the revised severance plan will be paid as follows at the employee's regular rate of pay as of the date of separation: thirty-three percent (33%) of salary for the first six hundred and forty (640) hours and fifty percent (50%) of salary for the next six hundred and forty (640) hours for a maximum of twelve hundred and eighty (1280) hours.

(b) Sick leave hours not used by the end of the year can either be turned in for payment of a percentage of salary as indicated herein or carried over until retirement or separation. The maximum number of sick hours allowed for year-end payment will be forty (40). Employees using twenty (20) hours or fewer of sick leave in the preceding calendar year shall be entitled to a conversion to pay at fifty percent (50%). Employees using more than twenty (20) but forty (40) or fewer hours shall be entitled to a conversion at twenty five percent (25%). Employees with fewer than four hundred eighty (480) hours of accrued sick time or who have used more than forty (40) hours in the preceding calendar year, shall not be eligible for this conversion privilege. The employee's accrued sick leave shall be reduced by the number of hours converted to cash.

(c) An employee granted a leave of absence without pay for thirty (30) calendar days or more shall not accumulate sick pay during the period the employee is on such leave.

(d) An employee hired from another political jurisdiction within Ohio may transfer their unused sick time to their sick leave bank with the Court. Such time may be used and may be paid in accordance with the terms of this chapter.

(e) An employee may not be paid out sick leave on sick leave accumulated through the Court's Catastrophic Leave Donation Program.

SECTION: 41. That Toledo Municipal Code Section 2134.32 which states as follows:

2134.32. Sick Pay Usage.

(a) Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury, medical appointments, or exposure to contagious disease suffered by the employee not in the course of his employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision.

(b) Sick pay shall be paid for illness or injury incurred as a result of outside employment. Sick pay shall not be paid to any employee as a result of use of drugs or alcoholic beverages, except for the treatment of abuse, nor for injuries sustained while committing a felony, or other similar action.

(c) For the purpose of this section, immediate family shall include only the employee's father, mother, step-father, step-mother, sister, brother, spouse or child. The immediate family illness provision shall be for a limited period of time, normally not to exceed seven (7) work days, to enable the employee to secure other

arrangements for the care of the member of the employee's immediate family. Usage of the immediate family illness provision for three (3) or more consecutive work days shall require a Statement of Attending Physician.

(d) Where a special relationship exists between the employee and any other person for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Court Administrator. An affidavit stating the existing relationship and certifying that the person resides at the employee's household and is dependent on the employee for their well-being must be approved by the Court Administrator prior to the utilization of any sick pay.

(e) It is the express intent that this section of the Code shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits provided therein, specifically including PL 103-3, known as the Family and Medical Leave Act of 1993; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

SECTION: 42. That a new Toledo Municipal Code Section 2134.32 is enacted as follows:

2134.32. Sick Pay Usage.

(a) Sick pay is pay to the employee for the necessary absence from duty on a regularly scheduled work day because of illness, injury, medical appointments, mental health, or exposure to contagious disease suffered by the employee not in the course of their employment, or illness in the employee's immediate family that necessitates the employee's absence from work or would result in serious hardship to the employee's family. Attendance to the immediate family member at a hospital while undergoing serious medical attention shall be included under this provision.

(b) Sick pay shall be paid for illness or injury incurred as a result of outside employment. Sick pay shall not be paid to any employee as a result of use of drugs or alcoholic beverages, except for the treatment of abuse, nor for injuries sustained while committing a felony, or other similar action.

(c) For the purpose of this section, immediate family shall include only the employee's father, mother, step-father, step-mother, sister, brother, spouse or child. The immediate family illness provision shall be for a limited period of time, normally not to exceed seven (7) work days, to enable the employee to secure other arrangements for the care of the member of the employee's immediate family. Usage of the immediate family illness provision for three (3) or more consecutive work days shall require a Statement of Attending Physician, or other approved documentation according to policy.

(d) Where a special relationship exists between the employee and any other person for whom the employee would not normally be granted sick pay, said sick pay will be granted upon pre-authorization of this relationship by the Human Resource Officer. An affidavit stating the existing relationship and certifying that the person is dependent on the employee for their well-being must be approved by the Human Resource Officer prior to the utilization of any sick pay.

(e) It is the express intent that this section of the Code shall not be applied in such a manner as to cause or constitute a violation of any law or a reduction in benefits provided therein, specifically the Family and Medical Leave Act; provided, however, that any remedy for violation of this Act shall be as set forth in the Act.

SECTION: 43. That Toledo Municipal Code Section 2134.33 which states as follows:

2134.33. Reporting; Proof of Illness.

(a) The employee, while absent on sick pay, must notify his or her supervisor under agreed practices. When claiming sick days, an employee must remain at home caring for his or her illness unless he or she is away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. Where an employee who is recuperating from surgery or some other major medical condition is advised by his or her physician that a change of location would hasten his or her recovery, he or she may do so with the approval of the Court. An employee who is recuperating from surgery or other medical condition and who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

(b) When an accumulation of sick days taken within a calendar year reaches five (5) days or forty (40) hours for an employee then the employee must document use of sick leave by the use of the Toledo Municipal Court Statement of Attending Physician for the remainder of the calendar year. The 5 day/40 hour limit shall include all days or portions of days. The Court's Statement of Attending Physician must set forth the employee's or family member's condition that requires his or her absence. Statements of Attending Physician must be prepared by a doctor or medical official (physician, nurse practitioner, nurse, dentist, chiropractor, or physical therapist, optometrist, and ophthalmologist). FMLA-approved leave is not included in the calculation of the 40 hours.

(c) Effective January 1, 2006, when an accumulation of sick days taken within a calendar year reaches six (6) days or forty-eight (48) hours for non-major illnesses or injuries, then the employee's usage record and attending circumstances will be subject to review to validate appropriate usage. Usage that cannot be validated will be subject to discipline for each additional sick leave usage for a non-major illness or injury. The 6 day/48hour limit shall include all days or portions of days. A major illness or injury shall be the same as one qualifying for FMLA leave. FMLA-approved leaves are not included in the calculation of the 48 hours.

(d) Any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized Court representative.

(e) Any employee found guilty of abusing the sick pay benefits set forth herein or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

(f) Funeral leave usage of sick pay in accordance with Section [2134.45](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123721) <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123721> shall not be used in the calculation of 40 and 48 hours used described above.

(g) Part-time employees shall be subject to this section on a pro-rata basis.

SECTION: 44. That a new Toledo Municipal Code Section 2134.33 is enacted as follows:

2134.33. Reporting; Proof of Illness.

(a) The employee, while absent on sick pay, must notify their supervisor under agreed practices. When claiming sick days, an employee must remain at home caring for their illness unless they are away receiving medical attention such as in a hospital, at a doctor's office or at a pharmacy, and be able to document the absence from home. Where an employee who is recuperating from surgery or some other major medical condition is advised by their physician that a change of location would hasten their recovery, they may do so with the approval of the Court. An employee who is recuperating from surgery or other medical condition and

who has not been released to return to work by a physician within ten (10) work days does not have to remain at home provided that their physician's statement indicates that remaining home is not necessary to their full and fast recovery. The employee then shall be allowed, under these conditions, to continue to receive sick pay benefits.

(b) When an accumulation of sick days taken within a calendar year reaches five (5) days or forty (40) hours, that is not FMLA-approved, or is not otherwise documented as specified below, then the employee shall be notified, in writing, that the use of more than six (6) days or forty-eight (48) hours of non FMLA or undocumented sick time that year may be cause for adverse administrative action. When the accumulation of non-FMLA approved or undocumented sick time exceeds six (6) days or forty-eight (48) hours, the employee may be subject to adverse administrative action as referenced in Toledo Municipal Code 2134.33 (f). then the employee must document use of sick leave by the use of the Toledo Municipal Court Statement of Attending Physician for the remainder of the calendar year. The 5 day/40 hour limit shall include all days or portions of days. The Court's Statement of Attending Physician must set forth the employee's or family member's condition that requires their absence. Statements of Attending Physician must be prepared by a doctor or medical official (physician, nurse practitioner, nurse, dentist, chiropractor, or physical therapist, optometrist, and ophthalmologist). FMLA-approved leave is not included in the calculation of the 40 hours.

(c) Sick time is defined as any sick time that is not FMLA-approved or is not otherwise documented. Documented sick time, for purposes of this section, shall be restricted to a "Statement of Attending Physician" form, notes or other documentation from a medical office (physician, nurse practitioner, nurse, dentist, chiropractor, physical therapist) school official or the city health care provider, all of which must be on official letter head.

(d) All documentation must be received by the Human Resource Department within 48 hours of returning to work. Failure to provide a "Statement of Attending Physician" or other documentation as noted above, will result in the in the absence being noted as "undocumented sick" time and will be treated as such.

(e) Failure to provide a "Statement of Attending Physician" or documentation when required by this agreement may subject the employee to adverse administrative action.

(f) Effective January 1, 2006, when an accumulation of sick days taken within a calendar year reaches six (6) days or forty-eight (48) hours for non-major illnesses or injuries, then the employee's usage record and attending circumstances will be subject to review to validate appropriate usage. Usage that cannot be validated will be subject to discipline for each additional sick leave usage for a non-major illness or injury. The 6 day/48hour limit shall include all days or portions of days. A major illness or injury shall be the same as one qualifying for FMLA leave. FMLA-approved leaves are not included in the calculation of the 48 hours.

(g) Any absence from duty as the result of a claimed illness or injury may be investigated during the employee's normal working hours by an authorized Court representative.

(h) Any employee found guilty of abusing the sick pay benefits set forth herein or whose reasons for absence are falsified shall be subject to appropriate disciplinary action.

(i) Funeral leave usage of sick pay in accordance with Section [2134.45](https://codebook.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123721) <https://codebook.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123721> shall not be used in the calculation of 40 and 48 hours used described above.

(j) Part-time employees shall be subject to this section on a pro-rata basis.

(k) Any employee found guilty of abusing sick pay benefits provisions hereto set forth or whose reasons for absence are falsified shall be subject to appropriate adverse administrative action.

SECTION: 45. That Toledo Municipal Code Section 2134.34 which states as follows:

2134.34. Sick Pay Extensions.

In the event the extended illness of an employee has exhausted all accumulated sick days, bonus days and vacation days, then a request may be made to the Court Administrator for the Court's Catastrophic Leave Program to the extent that the employee has approved unpaid FMLA available.

SECTION: 46. That a new Toledo Municipal Code Section 2134.34 is enacted as follows:

2134.34. Sick Pay Extensions.

In the event the extended illness of an employee has exhausted all accumulated paid leave, then a request may be made to the Human Resource Officer for the Court's Catastrophic Leave Program to the extent that the employee has approved unpaid FMLA available. If granted, the employee must continue to exhaust any subsequently accrued leave to maintain access to the Court's Catastrophic Leave Program.

SECTION: 47. That Toledo Municipal Code Section 2134.35 which states as follows:

2134.35. Injury Pay.

(a) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program.

(i) Employees sustaining a work-related injury that requires medical attention at a medical facility (i.e., sprains, simple fractures, etc.) will be transported and tested by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; the plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(ii) Employees sustaining a work-related emergency/trauma injury (i.e., life-threatening, severe bodily injury) may be treated at any medical facility to which emergency medical personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; the plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(iii) An employee may, after the initial evaluation by the Program Physician, elect to continue treatment with their personal physician provided the Program Physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the Program Physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

(b) Upon the Program Physician's determination that an injury requires the employee to be off work,

wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the City's Department of Human Resources for up to sixty (60) calendar days.

Should such disability exceed sixty (60) calendar days, the Director of Human Resources for the City, on application therefor and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

Injury pay extension requests, accompanied by a "Statement of Attending Physician" setting forth the nature of the illness or injury and the need for additional time, must be presented to the Director of Human Resources no later than one (1) week after expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the requests for injury pay extension may not be considered.

(c) Workers' Compensation: at the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

(d) If the opinion of the employees' treating physician conflicts with that of the Program Physician and such opinion is presented to the City in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The third opinion shall be determinative of the employee's injury pay status and shall not be subject to further appeal or review. If the third opinion is consistent with the Program Physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the City can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the City shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

(e) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the State of Ohio who choose not to be evaluated by the Program Physician or who choose not to follow the physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits. Notice of intent not to participate in the City's Injury Program must be given within three (3) work days of the injury. Any and all work related injury claims will be processed through and conform with the Workers' Compensation Act.

(f) False Claim: the City reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this section, or working for another employer while on injury leave, and may take disciplinary action.

(g) An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to overtime, etc., since the employee is not fit to perform all of the duties of the classification. Transitional work assignments for Court employees will be identified by the Department of Human Resources in consultation with the Court Administrator. It is not the intent of this section to require the Court to provide transitional work where no such appropriate tasks have been identified and recognized. The Court shall supervise transitional work assignments.

SECTION: 48. That a new Toledo Municipal Code Section 2134.35 is enacted as follows:

2134.35. Injury Pay.

(a) Employees injured in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Laws of the State of Ohio will be eligible to participate in the City's Injury Pay Program.

(i) Employees sustaining a work-related injury that requires medical attention at a medical facility (i.e., sprains, simple fractures, etc.) will be transported and tested by a program physician or medical facility. The program physician, along with rendering a diagnosis and prognosis, will determine if the employee is capable of returning to regular duties, whether a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; the plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(ii) Employees sustaining a work-related emergency/trauma injury (i.e., life-threatening, severe bodily injury) may be treated at any medical facility to which emergency medical personnel transport them. The employee will subsequently be examined by the Program Physician. The designated Program Physician will determine if the employee is capable of returning to regular duties or if a transitional work assignment is appropriate, and the necessary rehabilitation plan to be followed; the plan will include the duration of any transitional work assignment not to exceed thirty (30) calendar days and indicate any physical therapy the injured employee may require. The program physician(s) may require follow-up medical evaluations.

(iii) An employee may, after the initial evaluation by the Program Physician, elect to continue treatment with their personal physician provided the Program Physician's recommendations are followed. The employee will sign any necessary waivers to allow their personal physicians to release information to the Program Physician. The employee's personal physician will be the physician of record for Workers' Compensation purposes.

(b) Upon the Program Physician's determination that an injury requires the employee to be off work, wherein the employee reports said injury within twenty-four (24) hours of the incident of illness or injury, paid leave shall be granted by the Human Resource Officer for up to sixty (60) calendar days.

Should such disability exceed sixty (60) calendar days, the Human Resource Officer, on application therefor and proof of continued disability, may extend the period during which such person is carried on the regular payroll. The length of such extended period or periods shall not exceed two (2) years.

Injury pay extension requests, accompanied by a "Statement of Attending Physician" setting forth the nature of the illness or injury and the need for additional time, must be presented to the Human Resource Officer no later than one (1) week after expiration of the original sixty (60) day disability period. If the above requirements are not fulfilled, the requests for injury pay extension may not be considered.

(c) Workers' Compensation: at the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may elect in writing to use accumulated sick and other accrued time. If the employee is still unable to return to work, payment of normal wages will be stopped and the Industrial Commission will be requested to begin weekly payment under the provisions of the Workers' Compensation Act.

(d) If the opinion of the employees' treating physician conflicts with that of the Program Physician and such opinion is presented to the Court in seven (7) calendar days of the Program Physician's evaluation, and if the physicians cannot agree after consultation, the employee will be referred for a third opinion. The third opinion shall be determinative of the employee's injury pay status and shall not be subject to further appeal or review. If

the third opinion is consistent with the Program Physician's plan and the employee fails to abide by the rehabilitation plan, or if the employee enters and later drops out of the plan, then the Court can recoup injury pay advanced from the employee's sick time accumulation. If the employee does not have a sufficient sick time balance, the Court shall recoup the injury pay by reducing future sick leave earnings by one-half until the injury pay is fully recouped.

(e) Employees who sustain injuries in the course of and arising out of their employment under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation laws of the State of Ohio who choose not to be evaluated by the Program Physician or who choose not to follow the physician's recommended program and go only to the physician of their choice are not entitled to any paid injury leave benefits. Notice of intent not to participate in the Court's Injury Program must be given within three (3) work days of the injury. Any and all work related injury claims will be processed through and conform with the Workers' Compensation Act.

(f) False Claim: the Court reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, or abuse of the privileges covered in this section, or working for another employer while on injury leave, and may take disciplinary action.

(g) An employee working in a transitional work assignment will be compensated at their regular rate of pay. The employee will not be entitled to overtime, etc., since the employee is not fit to perform all of the duties of the classification. Transitional work assignments for Court employees will be identified by the Department of Human Resources in consultation with the Court Administrator. It is not the intent of this section to require the Court to provide transitional work where no such appropriate tasks have been identified and recognized. The Court shall supervise transitional work assignments.

SECTION: 49. That Toledo Municipal Code Section 2134.36 which states as follows:

2134.36. Bonus Days.

A full-time employee of the Court shall be given bonus vacation days in accordance with the Bonus Day Table set forth below if he or she earned sick pay benefits in the previous year.

<i>BONUS DAYS--CANCELLATION TABLE</i>											
<i>Months Worked</i>	<i>Sick Days Taken</i>										
	0	1	2	3	4	5	6	7	8	9	10
<i>BONUS DAYS--CANCELLATION TABLE</i>											
<i>Mon</i>	<i>Sick Days Taken</i>										
	0	1	2	3	4	5	6	7	8	9	10
12	5	5	5	4½	4	3½	3	2	1	½	0
11	4½	4½	4½	4	3½	3	2½	1½	½	0	
10	4	4	4	3½	3	2½	2	1	0		
9	3½	3½	3½	3	2½	2	1½	½	0		
8	3	3	3	2½	2	1½	1	0			
7	2½	2½	2½	2	1½	1	½	0			
6	2	2	2	1½	1	½	0				
5	1½	1½	1½	1	½	0					

4	1	1	1	1/2	0						
3	1/2	1/2	1/2	0							

Bonus vacation time must be used by those in the Executive Group in the year provided; such time may not be carried forward.

SECTION: 50. That a new Toledo Municipal Code Section 2134.36 is enacted as follows:

2134.36. Bonus Days.

A full-time employee of the Court shall be given bonus vacation -hours in accordance with the Bonus Day Table set forth below if they earned sick pay benefits in the previous quarter.

Quarter 1 - January 1 - March 31

Quarter 2 - April 1 - June 30

Quarter 3 - July 1 - September 30

Quarter 4 - October 1 - December 31

Sick Hours Used	Bonus Hours Earned
0 - 10	10
10.1 - 20	5
20.1 - Onward	0

Part-time employees will be eligible to earn bonus vacation hours on a prorated basis. The ratio is based on part-time employee's working hours compared to the full-time equivalent hours of 520 hours per quarter.

Maximum Bonus Vacation Leave Bank: Employees may accumulate bonus hours throughout the year. However, the bonus hours accrual bank may not exceed 40 hours at any given time, any bonus hours, in excess of 40 hours, will be forfeited.

New employees in pay grades 1-15 are not eligible to earn bonus days until they have reach 480 working hours. Once an employee has reached the 480 hours worked threshold, they will be eligible to earn bonus hours starting the following quarter. New employees in pay grades E1 - E4 will be eligible to earn bonus days starting the following quarter after their start date.

SECTION: 51. That Toledo Municipal Code Section 2134.37 which states as follows:

2134.37. Death Benefit.

(a) A death benefit as set forth in the schedule below shall be paid to the designated beneficiary of all full-time employees of the Court upon death, providing such death occurs after the employee has completed the probationary period. All full-time employees in Salary Groups 1 through 15, E1 through E4, and including full-

time Magistrates shall be granted insurance coverage one and one half (1½) times their annual salary. Annual salary shall be calculated using the rate in place at the date of death. Sitting Judges, meaning all judges currently holding judicial office by reason of election or gubernatorial appointment, and the Clerk of Court shall be granted fifty thousand (\$50,000.00) dollars insurance coverage.

(b) Each employee shall furnish the City with a designation of beneficiary. In the event the employee fails to designate a beneficiary, then the benefit shall be paid in accordance with the inheritance laws of the State of Ohio.

(c) Employees shall be permitted to convert this benefit at the time of their retirement from the City at their own expense.

(d) The Mayor shall be authorized to enter into in an agreement or agreements with a qualified insurance carrier or carriers to provide said death benefits herein set forth for Court officials and Court employees upon compliance with established City bidding procedures. The Director of Finance shall be authorized to issue his or her warrant or warrants in those amounts necessary to pay the cost of said death benefit insurance.

SECTION: 52. That a new Toledo Municipal Code Section 2134.37 is enacted as follows:

2134.37. Death Benefit.

(a) A death benefit as set forth in the schedule below shall be paid to the designated beneficiary of all full-time employees of the Court upon death, providing such death occurs after the employee has completed the probationary period. All full-time employees in Salary Groups 1 through 15, E1 through E4, and including full-time Magistrates shall be granted insurance coverage one and one half (1½) times their annual salary. Annual salary shall be calculated using the rate in place at the date of death. Sitting Judges, meaning all judges currently holding judicial office by reason of election or gubernatorial appointment, and the Clerk of Court shall be granted fifty thousand (\$50,000.00) dollars insurance coverage.

(b) Each employee shall furnish the City with a designation of beneficiary. In the event the employee fails to designate a beneficiary, then the benefit shall be paid in accordance with the inheritance laws of the State of Ohio.

(c) Employees shall be permitted to convert this benefit at the time of their retirement from the City at their own expense.

(d) The Mayor shall be authorized to enter into in an agreement or agreements with a qualified insurance carrier or carriers to provide said death benefits herein set forth for Court officials and Court employees upon compliance with established City bidding procedures. The Director of Finance shall be authorized to issue their warrant or warrants in those amounts necessary to pay the cost of said death benefit insurance.

SECTION: 53. That Toledo Municipal Code Section 2134.38 which states as follows:

2134.38. Hospitalization; Prescriptive Drug; Dental Insurance.

(a) GENERAL PROVISIONS: The City shall continue to provide hospital, medical, surgical, major medical, outpatient diagnostic laboratory services, prescription drug, dental care and benefits under the terms and conditions set forth below.

(i) Coverage shall be provided to each employee, each employee's spouse and all unmarried dependent members of the employee's family to age twenty-three (23) or other age as determined by applicable state or

federal law. Spouses who are both employed by the City must jointly elect only one coverage. A new election may occur after an open enrollment due to circumstances such as layoff or other separation of one of the spouses, death, or divorce. Where spouses who are both employed have dependents from prior marriages for whose hospitalization coverage they are responsible they shall be exempt from this joint election requirement.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in his/her employer's plan. Dependents shall be covered as provided by the "Birthday Rule".

Coordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. In cases of demonstrated hardship due to excessive co-premiums (i.e. 40% co-premiums or premium payments equaling 30% or more of earnings) special consideration will occur.

(ii) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.

(b) The following health care cost containment procedures shall be effective for all employees:

(i) Second surgical opinions, pre-admission notification or certification, emergency care limitations, post-admission concurrent review, outpatient surgery, continued treatment and technological review, medical case management, planned discharge, and other procedures as may be established under the medical review programs established by the City shall be followed. Failure to follow the procedures shall result in only eighty percent (80%) coverage for necessary care.

(ii) Full-time employees covered by another health care program due to marriage or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars (\$25,000.00) in additional life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.

(iii) Coverage for nervous and mental treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of twenty-two (22) visits per year at fifty percent (50%) co-insurance.

(iv) Coverage for drug and alcoholism treatment is limited as follows. Inpatient care shall be maintained at a maximum of thirty-one (31) days per calendar year. Coverage is limited to a maximum of twenty-five thousand dollars (\$25,000.00) lifetime benefits for all inpatient and outpatient care. Inpatient coverage shall be at one hundred percent (100%) for an individual's first admission, seventy-five percent (75%) for a second admission, and fifty percent (50%) for a third admission. No coverage shall be provided beyond three (3) admissions per lifetime or thirty-one (31) days per calendar year. Outpatient coverage shall be expanded to a maximum of two thousand five hundred dollars (\$2,500.00) per calendar year at fifty percent (50%) co-insurance. Employees using drug and alcoholism treatment benefits must use the City Employee Assistance Program.

(v) The panel of providers, and/or Preferred Provider Organization (P.P.O.), selected by the City for managing and providing nervous and mental, drug and alcohol treatment must be utilized. The City will request proposals toward a managed care plan for this purpose with an effective date of June 1, 1999. The schedule of benefits in effect as of February 9, 1999 shall be maintained, without additional co-pays or deductibles.

(c) The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

(i) There shall be a five hundred dollar (\$500.00) annual per person maximum on chiropractic care and a one thousand three hundred dollar (\$1,300.00) annual per person maximum on physical therapy, both subject to

the major medical deductible (\$100/individual and \$200/family) and co-insurance (80%/20%).

(ii) Major medical benefits shall be paid to a lifetime maximum of one million dollars (\$1,000,000.00) per person with a one hundred dollar (\$100.00)/individual and two hundred dollar (\$200.00)/family deductible and 80%/20% co-payment; provided that coverage for nervous and mental, drug and alcoholism treatment is limited per paragraph (b)(iii).

(iii) There shall be one hundred dollar (\$100.00) co-pay for all emergency room visits, which shall be waived if the individual is admitted or if the visit is between the hours of 8:00 p.m. and 9:00 a.m., or on a Saturday after 12:00 noon, or on a Sunday.

(iv) As a condition of continued coverage under the terms of this section, covered employees shall, beginning the first full pay period in January, 2013, be responsible for premium payments in accordance with the following schedule: Single employees receiving coverage under this section shall pay a monthly premium of forty-eight dollars (\$48) per month; a single employee with one (1) dependent (e.g. "single + 1" coverage) shall pay a monthly premium of eighty dollars (\$80) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of ninety-two dollars (\$92) per month. Any employee eligible to receive coverage may waive such coverage.

Effective the first full pay period in June, 2013 the monthly premiums will be increased as follows: Single employees receiving coverage under this section shall pay a monthly premium of seventy-one dollars (\$71) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred twenty dollars (\$120) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred twenty-nine dollars (\$129) per month.

Effective the first full pay period in June, 2014 the monthly premiums will be increased as follows: Single employees receiving coverage under this section shall pay a monthly premium of ninety-four dollars (\$94) per month; a single employee with one (1) dependent shall pay a monthly premium of one hundred sixty dollars (\$160) per month; an employee with more than one dependent (e.g. family coverage) shall pay a monthly premium of one hundred sixty six dollars (\$166) per month.

The co-premium payments will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium payment based on the level of coverage selected. The "Birthday Rule" and the spousal exclusion language in subsection (a) of this section continue to apply to coverage options.

(d) Medical providers shall be restricted to those hospitals, physicians, and other care providers designated in the plan as developed by the City.

(e) Coverage for well baby care, pap tests, and office visits shall be offered to all employees enrolled under conventional coverage as follows:

(i) Well baby care limited to routine examinations and immunizations for an infant until the infant's 1st birthday;

(ii) Pap tests as well as office fee will be paid in full once every twelve (12) months;

(iii) Office visits for routine wellness services and treatment of illness or injury rendered in the physician's office, including physical examinations and family planning, shall be subject to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible;

Fees that the physician charges for the services under paragraphs (i), (ii), and (iii) shall be paid on the same

basis as other covered services (e.g. usual, customary, and reasonable). Payment for services under part (e)(i) and (iii) will be made for the first one hundred twenty-five dollars (\$125.00) per single contract or three hundred dollars (\$300.00) per family per calendar year collectively for well baby care (after the federally specified limits have been met) and for office visits. The ten dollar (\$10.00) office visit co-pay shall not be counted toward the \$125/300 limits. After deductibles are reached, payment shall then be under the major medical plan; provided, however, that the bill shall be reduced by the ten dollar (\$10.00) office visit co-pay before the 80%/20% co-payment formula is applied.

(f) The City shall continue to provide a major dental program which provides the following:

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

Deductible for Type B Services: \$50.00 per person per year; maximum payment of \$1,000.00 per year.

Maximum lifetime benefit for Type C Services for any covered person \$1,000.00; coverage limited to dependent children under age 19.

(g) The City shall provide a prescriptive drug purchase program with a deductible of twenty percent (20%) of the cost for each brand name prescription, up to a maximum deductible of eight dollars (\$8.00), and a two dollar (\$2.00) deductible for generic drug prescriptions. This program will include a generic drug substitution option. The City may select an alternative carrier at its option.

The City may implement managed care for the prescriptive drug program. This would allow for an evaluation of the interaction of an individual's different prescriptions on a voluntary basis. Recommendations could then be made to the individual and his/her physician for more effective drug therapy.

The coverages herein for dental and prescription drug shall be under either an individual or family contract as may be appropriate. The selection of the insurance carrier to provide the coverages herein is the exclusive right of the City.

(h) The City shall provide a vision care plan, which will contain a deductible plan. The City may select a carrier or become a self insurer as it deems necessary.

SECTION: 54. That a new Toledo Municipal Code Section 2134.38 is enacted as follows:

2134.38. Hospitalization; Prescriptive Drug; Dental Insurance.

(a) GENERAL PROVISIONS: The City shall continue to provide hospital, medical, surgical, major medical outpatient diagnostic laboratory services, prescription drug, dental care and benefits under the terms and conditions set forth below. Coverage will be in accord with any mandatory requirements of Federal law. In the event of any conflict between mandatory requirements of Federal law and the City's health benefits plan, the Federal law will prevail.

(i) Coverage shall be provided to each employee, each employee's spouse, and all dependent members of the employee's family to age twenty-six (26) or other age as determined by applicable state or federal law. Spouses who are both employed by the City must jointly elect only one coverage. A new election may occur at open enrollment, or due to circumstances such as a job status change, layoff or other separation of one of the

spouses, death, or divorce.

Where the spouse of a City employee has health care coverage through a different employer, the spouse must enroll in their employer's plan. Coordination of benefits shall be provided so that coverage is extended to the spouse and dependents that is not provided by the other employer's plan. Special consideration will be given to cases of demonstrated hardship due to excessive premiums based on spousal income. An "excessive premium" is identified in the following circumstances: (a) A spouse whose gross base income is less than \$30,000 who is required to pay 30% or more of their premium cost for "employee only" primary coverage; (b) A spouse whose gross base income is more than \$30,001 but less than \$50,000 must accept their employer's plan for "employee only" coverage. However, if the spouse is required to pay 40% or more of their premium cost for "family" coverage, the eligible dependents may be eligible to enroll in this Plan as primary and the spouse may be eligible for coverage under this Plan as secondary; (c) A spouse whose gross base income is more than \$50,001 must accept their employer's plan coverage. The spouse and dependents may be eligible for secondary coverage through this Plan.

(ii) Coverage for this purpose shall be furnished through the insurance carrier(s) selected exclusively by the City on a fair fee basis until such time as some other insurer may be selected or the City determines that it would be in its best interest to self insure these benefits.

(iii) Full-time employees covered by another health care program due to marriage, or other reasons may waive their City of Toledo coverage and receive twenty-five thousand dollars (\$25,000.00) in additional life insurance coverage. This shall also be extended to those employees whose spouses are also employed by the City.

(b) The following cost sharing plan and cost coverage restrictions shall be effective for all employees:

(i) There shall be a one thousand dollar (\$1000.00) annual per person maximum on chiropractic care subject to the major medical deductible (\$100/individual and \$200/family) and co-insurance (80%/20%).

(ii) There shall be a two hundred dollar (\$200.00) co-pay for all emergency room visits, which shall be waived if the individual is admitted. An employee who is not admitted but is referred to the emergency room by their primary care physician, or by an urgent care facility, or by a tele-medicine service, may appeal the payment of one-half (1/2) of the co-pay. Such appeal will be decided by the City's third-party administrator for health care, with any further appeal to be made to the Health Care Cost Containment Committee, whose decision shall be final.

(iii) There shall be a monthly co-premium paid by each employee for coverage under this section, depending on the type of coverage selected. Coverage selections are: single coverage (employee only); single +1 coverage (employee plus one (1) dependent); family coverage (employee plus two (2) or more dependents).

Employees will pay the following monthly co-premiums:

Single: \$94

Single +1: \$160

Family: \$166

The co-premium payments will be made by payroll deduction on a pre-tax basis. Spouses who are both employed by the City of Toledo will only pay one co-premium based on the type of coverage selected. The "Birthday Rule" and the spousal exclusion language in Section [2101.32](#) https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-115694 (a) continue to apply to coverage options.

(iv) Upon any future increases in monthly co-premiums that apply, uniformly, to all City of Toledo bargaining units covered under the City of Toledo's health benefits plan, the monthly co-premiums for employees covered under this Chapter shall increase to reflect the same monthly co-premiums. Such increase shall have the same effective date as that agreed to by the bargaining units.

(v) Office visits rendered in the physician's office shall be subject to a ten dollar (\$10.00) co-payment, which shall be counted toward the individual's major medical deductible;

(c) The City shall continue to provide a major dental program which provides the following:

Type A Services: Preventative 100%

Type B Services: Major and minor restorative 80%

Type C Services: Orthodontia 60%

Deductible for Type B Services: fifty dollars (\$50.00) per person per year; maximum payment of one thousand three hundred dollars (\$1,300.00) per year.

Maximum lifetime benefit for Type C Services for any covered person: one thousand three hundred dollars (\$1,300.00); coverage limited to dependent children under age 19.

(d) The City shall provide a prescription drug program with a zero dollar (\$0) employee co-pay for generic drug prescriptions (Tier 1), a fifteen dollar (\$15.00) employee co-pay for preferred brand prescriptions (Tier 2), and a thirty dollar (\$30.00) employee co-pay for non-preferred brand prescriptions (Tier 3). This program shall include a generic drug mandate. The City may select an alternative pharmacy benefit manager at its option.

(e) The selection of the insurance carrier to provide all coverages herein is the exclusive right of the City.

(f) The City shall provide a vision care plan, which will contain a deductible plan. The City may select a carrier or become a self insurer as it deems necessary.

SECTION: 55. That Toledo Municipal Code Section 2134.39 which states as follows:

2134.39. Public Employees Retirement System of Ohio.

(a) The City shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

(b) As long as the City participates in a pension "pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General opinions, as permitted by law State and Federal Income Taxes on employee pension contributions by the Judges, Clerk of Court, and all Court employees may be deferred.

(c) Effective with the first full pay period of January 2013, the City will pay five percent (5.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 1.5% to 5.0%). In the first full pay period of January, 2013, those employees receiving a reduction in pension pickup will receive a separate one-time lump sum payment in the amount of six hundred and twenty-six dollars (\$626). In the first full pay period of July, 2013, those employees receiving a reduction in pension pickup will receive a separate one-time lump sum payment in the amount of six hundred and twenty-four dollars (\$624). Those employees unaffected by the pension pickup reduction are not eligible to receive the lump sum payments. Those permanent employees who are less than full-time employees who are

affected by the pension pick-up reduction specified in paragraphs (c) through (e) will receive lump sum payments calculated on a pro-rata basis that is based upon actual hours worked during the previous calendar year.

(d) Effective with the first full pay period of March 2013, the City will pay two percent (2.0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 5.0% to 8.0%).

(e) Effective with the first full pay period of March 2014, the City will pay zero percent (0%) of the employee's pension contribution and the employee shall be responsible for the remaining percentage (employee contribution increased from 8.0% to 10%).

(f) In the event that the employee share of the pension payment increases due to a change in law or regulation, the employee shall be responsible for paying the entire amount of the increased employee contribution.

(g) Employees who were hired or reinstated after January 1, 2012, shall be required to pay the entire employee share of their pension and, furthermore, shall not receive any lump sum payments contained in this section.

(h) Except for the one-time lump sum payments to those affected employees whose PERS pick-up is being reduced, employees who are eligible to have the City pick up a percentage of their employee share of pension are prohibited from receiving the payment specified in paragraphs (c) through (e) directly. The payments will be to each employee's individual P.E.R.S. account.

(i) Effective the first full pay period of March 2014, and pursuant to paragraph (e), the city's pension pick-up referred to in this article will terminate, and the City will no longer implement or participate in any pension pick-up plan.

SECTION: 56. That a new Toledo Municipal Code Section 2134.39 is enacted as follows:

2134.39. Public Employees Retirement System of Ohio.

(a) The Court shall continue to participate in the Public Employees Retirement System of Ohio as provided in the Ohio Revised Code.

(b) In the event that the employee's share of the pension payment increases due to a change in law or regulation, the employee shall be responsible for paying the entire amount of the increased employee contribution.

(c) The Court shall not pay any percentage of any employee's pension contribution in lieu of the employee paying same unless specifically required by law.

SECTION:: 57. That Toledo Municipal Code Section 2134.41 which states as follows:

2134.41. Deferred Compensation.

The City shall continue to make available to an employee of the Toledo Municipal Court Judges' Division, after the employee has completed the probationary period, an opportunity to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K or Section 457 Plan) developed and administered by a provider

designated by the City.

SECTION:: 58. That a new Toledo Municipal Code Section 2134.41 is enacted as follows:

2134.41. Deferred Compensation.

The City shall continue to make available to an employee of the Toledo Municipal Court Judges' Division, an opportunity to participate through payroll deduction in a Deferred Compensation Plan (Section 401-K or Section 457 Plan) developed and administered by a provider designated by the City.

SECTION:: 59. That Toledo Municipal Code Section 2134.42 which states as follows:

2134.42. Annual Physical Examination - Executive Group.

Reimbursement of up to two hundred fifty dollars (\$250.00) per year shall be made for the costs of an annual physical examination that are not covered by the employee's health care plan. To be reimbursed, charges must be from a physician or hospital as part of a routine physical. Documentation confirming the expenses as out of pocket shall be required.

SECTION:: 60. That a new Toledo Municipal Code Section 2134.421 is enacted as follows:

2134.42. Reserved

SECTION:: 61. That Toledo Municipal Code Section 2134.43 which states as follows:

2134.43. Vacations.

(a) All regular employees of the Court shall be entitled to annual vacation with pay in accordance with the following table for use in calendar year 2013:

Amount of Service During Previous Year <i>Through December 31</i>	<i>Vacation</i>
Less than 1 full calendar year	.916 days for each full month
After 1 full calendar year	2 weeks
After 7 full calendar years	3 weeks
After 14 full calendar years	4 weeks
After 21 full calendar years	5 weeks
After 25 full calendar years	6 weeks

(b) All regular employees of the Court shall be entitled to annual vacation with pay in accordance with the following table for use beginning in calendar year 2015:

<i>Amount of Service During Previous Year Through December 31</i>	<i>Vacation</i>
Less than 1 full calendar year	.916 days for each full month
After 1 full calendar year	80 hours
After 5 full calendar years	120 hours
After 10 full calendar years	160 hours
After 17 full calendar years	200 hours

(c) In addition to the above, after one full calendar year of service, the employee shall be entitled to one full additional discretionary vacation day.

(d) Starting with the first pay period in January 2013, employees shall earn vacation each pay period and have it credited to their Leave Bank on the last day of that pay period. Vacation with pay is earned based on the number of years of service as follows:

<i>Amount of Service During Previous Year thru Dec. 31</i>	<i>Hours Accrued per Pay Period</i>	<i>Max. Hours Accrued Per Year</i>
Less than 7 full calendar years	3.50	91.00
After 7 full calendar years	5.00	130.00
After 14 full calendar years	6.50	169.00
After 21 full calendar years	8.00	208.00
After 25 full calendar years	9.50	247.00

(e) Starting with the first pay period in January 2015, employees shall earn vacation each pay period and have it credited to their Leave Bank on the last day of that pay period. Vacation with pay is earned based on the number of years of service as follows:

<i>Amount of Service During Previous Year thru Dec. 31</i>	<i>Hours Accrued per Pay Period</i>	<i>Max. Hours Accrued Per Year</i>
Less than 5 full calendar years	3.50	91.00
After 5 full calendar years	5.00	130.00
After 10 full calendar years	6.50	169.00
After 17 full calendar years	8.00	208.00

(f) Part-time regular employees shall earn vacation proportionately. Full-time employees scheduled less than 80 hours per pay period shall earn vacation proportionately for all hours paid and all pre-approved furlough.

(g) Maximum Vacation Leave Bank: Employees may accumulate vacation leave throughout the year. However, vacation accruals in excess of the following that are not used by December 31 of each year shall convert to sick leave:

<i>Amount of Service During As of Dec. 31</i>	<i>Max. Hours Accrual As of Dec. 31</i>
Less than 7 full calendar years	91.00
After 7 full calendar years	130.00
After 14 full calendar years	169.00
After 21 full calendar years	208.00
After 25 full calendar years	247.00

(h) Maximum Vacation Leave Bank: Employees may accumulate vacation leave throughout the year. However, effective January 1, 2015, vacation accruals in excess of the following that are not used by December 31 of each year shall convert to sick leave:

<i>Amount of Service During As of Dec. 31</i>	<i>Max. Hours Accrual As of Dec. 31</i>
Less than 5 full calendar years	91.00
After 5 full calendar years	130.00
After 10 full calendar years	169.00
After 17 full calendar years	208.00

(i) An employee, other than an elective officer, is entitled to have his or her prior service with the State of Ohio or any political subdivision of the State counted as service with the State or any political subdivision of the State, for the purpose of computing the amount of his or her vacation leave. However, the Court will not recognize unused vacation time from other jurisdictions.

(j) Employees shall be allowed to schedule and take vacations as provided herein and in accordance with existing departmental procedures.

(k) Employees who are not permitted vacation due to the operational necessities of the Court may be allowed to be paid cash in lieu of receiving vacation, if such a request is made prior to the end of the calendar in which the vacation should have been taken.

SECTION:: 62. That a new Toledo Municipal Code Section 2134.43 is enacted as follows:

2134.43. Vacations.

(a) Starting with the first pay period, employees shall earn vacation each pay period and have it credited to their Leave Bank the day after the close of each pay period. Advancement into the next bracket will take place during the pay period of the employee's anniversary date. Vacation with pay is earned based on the number of years of service as follows:

<i>Amount of Service</i>	<i>Hours Accrued per Pay Period</i>	<i>Max. Hours Accrued Per Year</i>
Less than 5 full years	3.50	91.00
After 5 full years	5.00	130.00
After 10 full years	6.50	169.00
After 17 full years	8.00	208.00

(b) Part-time regular employees shall earn vacation proportionately. Full-time employees scheduled less than 80 hours per pay period shall earn vacation proportionately for all hours paid and all pre-approved furlough.

(c) Maximum Vacation Leave Bank: Vacation accruals in excess of the following that are not used by December 31 of each year shall convert to sick leave:

<i>Amount of Service</i>	<i>Max. Hours Accrual As of Dec. 31</i>
Less than 5 full years	91.00
After 5 full years	130.00
After 10 full years	169.00
After 17 full years	208.00

(d) An employee, other than an elected officer, is entitled to have their prior service with the State of Ohio or any political subdivision of the State counted as service with the State or any political subdivision of the State, for the purpose of computing the amount of their vacation leave. Service credits will not be awarded from employment with other State Agencies outside Ohio. Employees must provide valid documentation to the Human Resource Officer in order to receive credit for prior service.

Uniformed service may also be creditable for the purpose of computing the amount of employee's vacation leave.

1. To be creditable for leave accrual purposes, uniformed service must have:
 - A. Ended honorably. That includes:
 - i. An honorable discharge or a discharge under honorable conditions (general) or
 - ii. Transfer to the inactive reserves under honorable conditions, and
 - B. Been active duty in a uniformed service.
2. The uniformed services consist of:
 - A. The Armed Forces (Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force), or
 - B. The commissioned officer corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
3. Active duty is full time duty in the uniformed services.

- A. Reserves status only includes active duty for training. However, weekly or monthly assemblies or drills will not be counted.
- B. National Guard duty must be active duty in the service of the United States under title 10, United States Code, or under a call by the President, Governor, or Secretary of Defense.

Time spent concurrently amongst stated agencies shall not count double. The Court will not recognize unused vacation time from other jurisdictions or uniformed service. The accrual rate for any employee who is currently receiving a higher rate of vacation accrual will not be retroactively adjusted. All previously accrued vacation will remain to the employee's credit. Part-time hours will be awarded on a pro rata basis.

(e) Employees shall be allowed to schedule and take vacations as provided herein and in accordance with existing departmental procedures.

(f) Employees who are not permitted vacation due to the operational necessities of the Court may be allowed to be paid cash in lieu of receiving vacation, if such a request is made prior to the end of the calendar in which the vacation should have been taken.

(g) New employees in pay grades 1-15 are not eligible to use earned vacation accruals until they have reached 480 working hours. New employees in pay grades E1 - E5 do not have a waiting period and are eligible to use the vacation accruals as earned.

(h) If an employee terminates their employment with the court, but later rejoins in the same position, the employee will resume their accrual rate from the time of the initial separation.

SECTION:: 63. That Toledo Municipal Code Section 2134.44 which states as follows:

2134.44. Paid Holidays.

(a) All full time Court employees who have completed their probationary period shall be entitled to fifteen (15) paid holidays set forth below. To be entitled to receive pay for the holidays, the employee shall have worked the employee's "regular schedule" or were fully compensated the day before and the day after the holiday, or were on an approved furlough. Paid holidays for job share employees shall be paid in accordance with the Court Administrator approved job share agreement.

The paid holidays shall be:

New Year's Day; Martin Luther King Day (third Monday in January); Presidents Day (third Monday in February); Good Friday; Memorial Day (last Monday in May); Fourth of July; Labor Day; Columbus Day (second Monday in October); Veterans Day (November 11); Thanksgiving Day; Friday after Thanksgiving; Christmas Eve (last regular work day before Christmas Day); Christmas Day.

(b) In addition to the above-listed holidays, the employee shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervisor. The employee shall schedule these holidays in such a way as not to impair the operations of the Toledo Municipal Court Judges' Division, but the holidays shall be scheduled and the employee shall be permitted to take the holidays at some time during the calendar year.

(c) For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays falls on Saturday, the Court shall celebrate the holiday on Friday, and in the event the holiday falls on Sunday, the Court shall celebrate the holiday on Monday.

SECTION:: 64. That a new Toledo Municipal Code Section 2134.44 is enacted as follows:

2134.44. Paid Holidays.

(a) All full time Court employees who have completed their probationary period shall be entitled to sixteen (16) paid holidays set forth below. To be entitled to receive pay for the holidays, the employee shall have worked the employee's "regular schedule" or were fully compensated the day before and the day after the holiday, or were on an approved furlough. Paid holidays for job share employees shall be paid in accordance with the Court Administrator approved job share agreement.

The paid holidays shall be:

New Year's Day; Martin Luther King Day (third Monday in January); Presidents Day (third Monday in February); Good Friday; Memorial Day (last Monday in May); Juneteenth, Fourth of July; Labor Day; Columbus Day (second Monday in October); Veterans Day (November 11); Thanksgiving Day; Friday after Thanksgiving; Christmas Eve (last regular work day before Christmas Day); Christmas Day.

(b) In addition to the above-listed holidays, the employee shall be entitled to two (2) discretionary holidays to be selected by the employee and scheduled with adequate notification to the appropriate supervisor. The employee shall schedule these holidays in such a way as not to impair the operations of the Toledo Municipal Court Judges' Division, but the holidays shall be scheduled and the employee shall be permitted to take the holidays at some time during the calendar year.

(c) For all employees observing the regular Monday through Friday work schedule, in the event any of the above holidays falls on Saturday, the Court shall celebrate the holiday on Friday, and in the event the holiday falls on Sunday, the Court shall celebrate the holiday on Monday.

SECTION:: 65. That Toledo Municipal Code Section 2134.45 which states as follows:

2134.45. Funeral pay.

(a) An employee shall be granted three (3) days funeral pay to arrange for and/or attend the funeral or memorial service of a member of the employee's immediate family. For the purpose of this section an employee's immediate family shall include father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild and any other relative residing in the household of the employee. An employee may reserve one of the three days to attend to legal matters made necessary by the death. The day reserved to attend to legal matters shall be taken within thirty (30) days after the date of burial.

(b) In the event of the death of the employee's father, mother, brother, sister, spouse or child, the employee upon giving notice, shall have the right to take up to an additional three (3) days sick pay. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus day schedule. In the event the third day of such period of mourning falls on Saturday, Sunday or a recognized holiday, then the employee shall be allowed the first scheduled work day thereafter. Should a death or burial in the immediate family occur in a city located more than 150 miles from Toledo, an additional two (2) days for travel shall be granted and paid. This benefit shall also be extended when the relative is a veteran being returned for burial.

(c) One (1) day of funeral pay shall be granted to attend the funeral of the employee's foster mother, foster father, aunt, uncle, first cousin, niece, nephew, sister-in-law, and brother-in-law, if such funeral occurs on a

regular work day if such employee was scheduled to work that day.

(d) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day of funeral pay, three (3) days funeral pay may be granted upon the furnishing of an affidavit setting forth the facts as to the special relationship for approval by the Court Administrator. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of a child, offspring, or parent.

(e) Relationships within this policy which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

(f) The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee. The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

(g) An employee shall be granted funeral pay only after the employee furnishes evidence of the death of the person with whom the employee had a qualifying relationship.

(h) A part-time employee shall be granted funeral leave as outlined above if the funeral or memorial service is scheduled to occur on a regular work day if such a part-time employee is scheduled to work that day. A part-time employee shall be granted a pro-rata share of the one (1) day to attend to legal matters as outlined in (a) above. A part-time employee shall be granted a pro-rata share of the time outlined in (b) above.

SECTION:: 66. That a new Toledo Municipal Code Section 2134.45 is enacted as follows:

2134.45. Bereavement Leave.

(a) An employee shall be granted three (3) days bereavement leave for the loss of a member of the employee's immediate family. For the purpose of this section, an employee's immediate family shall include father, mother, foster mother, foster father, brother, sister, spouse/partner, child, foster child, stepchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, grandmother, grandfather, grandchild and any other relative residing in the household of the employee. An employee may reserve one of the three days to attend to legal matters made necessary by the death. The day reserved to attend to legal matters shall be taken within thirty (30) days after the date of burial.

(b) In the event of the death of the employee's father, mother, brother, sister, spouse, or child, the employee upon giving notice, shall have the right to take up to an additional three (3) days of sick leave. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus day schedule. Should a death, memorial, celebration of life, or burial in the immediate family occur in a city located more than 150 miles from Toledo, an additional two (2) days for travel shall be granted. Such additional time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus day schedule. This benefit shall also be extended when the relative is a veteran being returned for burial.

(c) One (1) day of bereavement leave shall be granted for the loss of the employee's aunt, uncle, first cousin, niece, nephew, sister-in-law, brother-in-law, grandmother-in-law, or grandfather-in-law.

(d) Employees may be granted up to two (2) days of discretionary bereavement sick per calendar year in the event of the passing of a loved one that is not listed in the above sections. Such time shall be charged to the employee's accumulated sick days, but shall not be deducted from the bonus day schedule. New employees hired with an effective date after July 1 during each calendar year, will only be eligible for one (1) day of discretionary bereavement sick for the remainder of the calendar year.

(e) Where a special filial relationship exists between the employee and any relative for whom the employee would normally be granted the above one (1) day of bereavement leave, three (3) days of bereavement leave may be granted upon the furnishing of an affidavit setting forth the facts as to the special relationship for approval by the Court Administrator. A filial relationship is defined as being one in which the employee bears or assumes a relationship with another individual similar to that of a child, offspring, or parent.

(f) Relationships within this policy that came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law or death.

(g) The relationships of aunt, uncle, first cousin, niece or nephew shall not be considered to come into existence on account of the marriage of an employee. The wife or husband of an employee's spouse's sibling shall not be considered to be a sister-in-law or brother-in-law of the employee.

(h) An employee shall be granted bereavement leave only after the employee furnishes evidence of the death of the person with whom the employee had a qualifying relationship.

(i) A part-time employee shall be granted bereavement leave as outlined above. A part-time employee shall be granted a pro-rata share of one (1) day to attend to legal matters as outlined in (a) above. A part-time employee shall be granted a pro-rata share of the time outlined in (b) and (d) above.

(j) In the event of the death of an employee, bereavement leave will be reviewed on a case-by-case basis.

(k) All bereavement requests as it pertains to this policy must be submitted to the Human Resource Officer by completing the Bereavement Request Form. All documentation must be received by the Human Resources Department within 48 hours of returning to work. Failure to provide a Bereavement Request form within the above-mentioned time frame will result in the paid bereavement leave being denied and will be entered as an unapproved leave of absence. Adverse administrative action for the unapproved leave of absence will be actioned according to Toledo Municipal Code Chapter 2134.

(l) The benefits provided by this section shall be available to all employee immediately upon hire, including those employees under the new hire probationary period. However, any benefit used under this section will proportionally extend the employees probationary period, if applicable.

SECTION:: 67. That Toledo Municipal Code Section 2134.46 which states as follows:

2134.46. Jury Duty.

(a) Any regular employee of the Court who is required to serve on the jury in any court of record shall be paid his or her regular rate of pay during such period if such service occurs on the employee's regularly scheduled workday.

(b) In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of Courts in which he or she served evidencing the fact of his or her having been required to serve. Compensation for jury duty shall be turned in to the Administrative Business Officer for deposit in the General Fund.

(c) An employee serving on jury duty who is released from duty before 4:30 p.m. is expected to report to work as scheduled for the remainder of the business day.

(d) Employees who are subpoenaed or are otherwise required to serve as a witness under any of the circumstances specified below before any and all State of Ohio and/or Federal Administrative tribunal(s) or Court(s) of Law, "shall suffer no loss in time or pay". Hours served herein shall be computed as though the

employee was at work.

(e) This provision will only apply as to witnesses when: the employee is appearing in their official capacity on behalf of the Court, or the employee is testifying to matters directly related to his job responsibilities, or the employee is appearing in a matter of civic duty with the prior approval of the Court Administrator. Matters wherein an employee is a party or related to a party will not be considered a civic duty.

SECTION:: 68. That a new Toledo Municipal Code Section 2134.46 is enacted as follows:

2134.46. Jury Duty.

(a) Any regular employee of the Court who is required to serve on the jury in any court of record shall be paid their regular rate of pay during such period if such service occurs on the employee's regularly scheduled workday.

(b) In order for an employee to receive pay under this section, the employee must secure a certificate from the Clerk of Courts in which they served evidencing the fact of their having been required to serve. Compensation for jury duty shall be turned in to the Finance Officer for deposit in the General Fund.

(c) An employee serving on jury duty who is released from duty before half of their regularly scheduled work day is completed is expected to report to work as scheduled for the remainder of the business day.

(d) Employees who are subpoenaed or are otherwise required to serve as a witness under any of the circumstances specified below before any and all State of Ohio and/or Federal Administrative tribunal(s) or Court(s) of Law, "shall suffer no loss in time or pay". Hours served herein shall be computed as though the employee was at work.

(e) This provision will only apply as to witnesses when: the employee is appearing in their official capacity on behalf of the Court, or the employee is testifying to matters directly related to their job responsibilities, or the employee is appearing in a matter of civic duty with the prior approval of the Court Administrator. Matters wherein an employee is a party or related to a party will not be considered a civic duty.

SECTION:: 69. That Toledo Municipal Code Section 2134.47 which states as follows:

2134.47. Reserved.

SECTION:: 70. That a new Toledo Municipal Code Section 2134.47 is enacted as follows:

2134.47. Working Above Classification.

When an employee is temporarily required to work above their classification or pay rate, they shall receive the higher rate of pay while performing the duties of the higher classification unless assigned for strictly training purposes while the regularly assigned employee is also working in that classification.

SECTION:: 71. That Toledo Municipal Code Section 2134.49 which states as follows:

2134.49. Base Annual Salaries.

(a) Employees who receive longevity pay as of September 1, 2012, shall continue to receive longevity pay based on their present longevity base rate. Employees presently receiving longevity pay who are promoted will receive the longevity base rate for their new salary group. The salary schedule for groups one (1) through fifteen (15) are as follows:

<i>SALARY GROUP</i>	<i>FULL RATE</i>
1	28,637.44
2	30,274.40
3	32,179.68
4	34,220.16
5	36,531.04
6	39,384.80
7	42,513.12
8	46,194.72
9	50,660.48
10	53,310.40
11	56,313.92
12	59,768.80
13	63,731.20
14	68,278.08
15	80,976.48

(b) Employees who receive longevity pay as of September 1, 2012, shall continue to receive longevity pay based on their present longevity base rate. Employees presently receiving longevity pay who are promoted will receive the longevity base rate for their new salary group. The salary schedule for groups one (1) through fifteen (15) that was effective in September of 2012 shall be modified to reflect a two percent (2%) increase, effective the first full pay period in June of 2013:

<i>SALARY GROUP</i>	<i>FULL RATE</i>
1	29,209.44
2	30,879.68
3	32,822.40
4	34,904.48
5	37,261.12
6	40,173.12
7	43,363.84
8	47,118.24
9	51,673.44

10	54,377.44
11	57,439.20
12	60,964.80
13	65,006.24
14	69,644.64
15	82,596.80

(c) Employees who receive longevity pay as of September 1, 2012, shall continue to receive longevity pay based on their present longevity base rate. Employees presently receiving longevity pay who are promoted will receive the longevity base rate for their new salary group. The salary schedule for groups one (1) through fifteen (15) that became effective in June of 2013 shall be modified to effectuate a two percent (2%) increase effective the first full pay period in June of 2014:

<i>SALARY GROUP</i>	<i>FULL RATE</i>
1	29,793.92
2	31,497.44
3	33,479.68
4	35,603.36
5	38,007.84
6	40,976.00
7	44,231.20
8	48,060.48
9	52,707.20
10	55,465.28
11	58,589.44
12	62,183.68
13	66,306.24
14	71,038.24
15	84,248.32

(d) Newly hired employees who are not placed from within Court employment will be paid at the starting rate which is ten percent (10%) below the full rate of the salary group shown in this section for the duration of the one-year probationary period in accordance with Section [2134.11](#)

https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123525>(a). At the Court's sole discretion, an employee may be paid the full rate of their salary group.

(e) Employees who are off payroll more than twenty (20) work days during their first year of service shall have their starting rate year of service extended by their number of uncompensated work days.

(f) At any time that the full rates or longevity rates , established for groups one (1) through fifteen (15) become less than one full percent (1.0%) above the total of corresponding compensation in [Chapter 2105 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836) of the Code, then those rates or payments shall be increased or corresponding payments initiated so that the total of corresponding compensation for groups one (1) through fifteen (15) is one percent (1.0%) over the total corresponding [Chapter 2105 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836) compensation.

(g) Employees who are "red circled" at a rate above the authorized rate for their classification shall receive no increases in their red-circled rates, but shall be given a lump sum payment computed by multiplying the percentage increase in "Hay Rates" that year by their base annual red-circle rate. Annual lump sum payments shall continue until the increases in the authorized ("Hay") rates provided in the foregoing paragraphs of this section causes those rates to equal or exceed the employees' red-circle rates. These lump sum payments, which shall not be added to the base rates, shall be payable the first full pay period of January of each year to those red-circled employees then on the payroll. In the year in which the Hay Rate equals or exceeds the red-circled rate for employees, the employees shall receive a lump sum computed by adding the percentage increase in the Hay Rate that year to their red-circle rate and subtracting their new Hay Rate. They shall then be paid at their new Hay Rate.

(h) Whenever it becomes necessary to determine the hourly or daily rate of pay for an employee whose rate is stated herein as an annual salary, the determination shall be made by dividing the annual salary by two thousand eighty (2,080) to determine the hourly rate, or by two hundred sixty (260) to determine the daily rate of compensation for the employee.

SECTION:: 72. That a new Toledo Municipal Code Section 2134.49 is enacted as follows:
2134.49. Base Annual Salaries.

(a) The salary schedule for groups one (1) through fifteen (15) are as follows:

Salary Group	Full Rate Hourly
1	17.789
2	18.805
3	19.992
4	21.254
5	22.694
6	24.465
7	26.429
8	28.692
9	31.472
10	33.117
11	34.981
12	37.126
13	39.589
14	42.416
15	50.301

- (b) Newly hired employees who are not placed from within Court employment will be paid at the starting rate which is ten percent (10%) below the full rate of the salary group shown in this section for the duration of the one-year probationary period in accordance with Section [2134.11](#) [\(<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123525>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123525)). At the Court's sole discretion, an employee may be paid the full rate of their salary group.
- (c) Employees who are off payroll more than twenty (20) work days during their first year of service shall have their starting rate year of service extended by their number of uncompensated work days.
- (d) At any time that the full rates or longevity rates , established for groups one (1) through fifteen (15) become less than one full percent (1.0%) above the total of corresponding compensation in [Chapter 2105](#) [\(<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836) of the Code, then those rates or payments shall be increased or corresponding payments initiated so that the total of corresponding compensation for groups one (1) through fifteen (15) is one percent (1.0%) over the total corresponding [Chapter 2105](#) [\(<https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-128836) compensation.
- (e) Employees who are "red circled" at a rate above the authorized rate for their classification shall receive no increases in their red-circled rates.
- (f) Whenever it becomes necessary to determine the hourly or daily rate of pay for an employee whose rate is stated herein as an annual salary, the determination shall be made by dividing the annual salary by two thousand eighty (2,080) to determine the hourly rate, or by two hundred sixty (260) to determine the daily rate of compensation for the employee.

SECTION:: 73. That Toledo Municipal Code Section 2134.50 which states as follows:

2134.50. Base Annual Salaries - Executive Group.

- (a) The base annual salaries for groups E-1 through E-4 shall become effective January 1, 2013:

Salary Group	Minimum	1st Quartile	Midpoint	3rd Quartile	Maximum
E-1	\$48,500	\$57,625	\$66,750	\$75,875	\$85,000
E-2	\$52,000	\$63,688	\$75,375	\$87,063	\$98,750
E-3	\$54,000	\$65,500	\$77,000	\$88,500	\$100,000
E-4	\$60,500	\$74,000	\$87,500	\$101,000	\$114,500

The mid-points of the salary ranges shall be reviewed periodically to determine the market average for like level positions based upon an executive salary survey. Recommendations to adjust the mid-points may be presented to City Council. The spread between the minimum and maximum of each range shall be maintained at fifty to fifty-five percent (50%-55%). A consistent spread between mid-points shall also be maintained.

- (b) The salary for employees within the Executive Salary Group shall be determined by a majority of the Toledo Municipal Court Judges and shall fall within the specific range established by paragraph (a) above.
- (c) Adjustments in base annual salaries beyond the minimum for the range shall be in accordance with the following principles and guidelines:

1. An employee who is new to a particular classification generally should be at the first quartile level within 1 to 3 years if the employee is performing satisfactorily. The goal should be to move employees who are

performing satisfactorily to the mid-point on the band within 4 to 6 years. Employees should move beyond the mid-point in the band based upon outstanding performance. When employees are in the third quartile of the band, consideration should be given to smaller percentage increases coupled with a lump sum payment. Except for employees evaluated as "outstanding", employees in the fourth quartile generally should receive only lump sum raises, which shall not be counted toward the employees' base annual salary in applying range limits.

2. In placing employees on the band, consideration should be given to any significant market disparity for different positions.
3. Annual individual increases should be merit-based in accordance with the following Performance Increase Guidelines:

<i>Performance Rating</i>	<i>Min. to 1st Quartile</i>	<i>1st Quartile to 3rd Quartile</i>	<i>3rd Quartile to Maximum</i>
Outstanding	5.5% - 7.5%	4.5% - 6.5%	4.0% - 6.0%
Very Good	3.9% - 6.0%	3.0% - 5.0%	2.0% - 4.0%
Good	0 - 3.9%	0 - 3.4%	0 - 2.4%
Needs Improvement	0	0	0

These guidelines shall be reviewed annually and adjustments may be recommended to City Council for consideration. Adjustments for 1993 shall be retroactive to January 1, 1993.

4. Special circumstances may justify deviating from these guidelines in specific cases.
 - (d) Executive group employees shall be compensated through an annual salary and shall not be paid overtime compensation.
 - (e) Executive group employees shall be entitled to fringe benefits immediately upon hire.

SECTION:: 74. That a new Toledo Municipal Code Section 2134.50 is enacted as follows:

2134.50. Base Annual Salaries - Executive Group.

- (a) The annual minimum rate and the annual maximum range for salary groups E-1, E-2, E-3, E-4, and E-5 will increase by the same percentage, effective the same date of the applicable AFSCME Local 2058 wage increase. The base annual salaries for groups E-1 through E-5 shall become effective the first full pay period of January 2024.

SALARY GROUP	MINIMUM	MAXIMUM
E-1	\$75,288.27	\$106,336.77
E-2	\$80,722.49	\$120,308.70
E-3	\$83,825.99	\$136,568.61
E-4	\$93,917.15	\$154,383.08
E-5	\$106,880.08	\$178,134.59

(b) Executive group employees shall be compensated through an annual salary and shall not be paid overtime compensation.

(c) Executive group employees shall be entitled to fringe benefits immediately upon hire.

(d) Salary ranges shall be reviewed periodically to determine the market average for like level positions based upon a salary survey for such comparable positions.

(e) In setting employee salary within the executive exempt groups, consideration shall be given to any significant market disparity for different positions.

(f) Special circumstances may justify deviating from these guidelines in specific cases. Special circumstances shall include consideration of any special education, certification, or licensure that increases the employee's value to the Court.

SECTION:: 75. That Toledo Municipal Code Section 2134.51 which states as follows:

2134.51. Termination and Severance Pay.

Employees who terminate their employment with the Court for any reason shall have their termination pay computed in the following manner:

(a) They shall be compensated for any earned vacation and bonus vacation.

(b) In addition to the above, the employee shall be paid for any holidays worked for which he or she has not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and is terminated on or before June 30, he or she shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, he or she shall receive pay for two (2) discretionary holidays.

(c) In addition to the amount set forth in (a), and (b) above, employees who retire or die while in the employment of the Court or who separate in good standing from employment after twenty-one (21) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section [2134.31 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123601>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123601), Accumulation of Sick Days.

i. Service will be deemed "continuous" for purposes of this section despite a break in service due to a layoff, a call to military duty, or other circumstances for which a provision of this chapter specifies that employees will continue to accrue seniority.

ii. For purposes of this section, "years of service" for those employees hired on or before December 31, 2012 shall only include other public service if an express agreement to count such time for this purpose existed as of that date.

iii. An employee who is terminated for cause or for poor performance is not considered to have separated in good standing.

(d) In the event the employee has died as a direct result of injuries sustained in the course of employment with the Court, his or her estate shall be paid full accumulated sick time at the time of death.

(e) Employees entitled to Longevity Pay shall have that pay added to their base rate when termination pay is calculated.

SECTION:: 76. That a new Toledo Municipal Code Section 2134.51 is enacted as follows:

2134.51. Termination and Severance Pay.

Employees who terminate their employment with the Court for any reason shall have their termination pay computed in the following manner:

- (a) They shall be compensated for any earned vacation and bonus vacation.
- (b) In addition to the above, the employee shall be paid for any holidays worked for which they have not been compensated either in the form of pay or time off. If the employee was entitled to discretionary holidays and has not taken them and is terminated on or before June 30, they shall receive pay for one (1) discretionary holiday. If the employee terminates after June 30, they shall receive pay for two (2) discretionary holidays.
- (c) In addition to the amount set forth in (a), and (b) above, employees who retire or die while in the employment of the Court or who separate in good standing from employment after twenty-one (21) years of service shall also receive severance pay for unused sick time in accordance with the provisions of Section [2134.31 <https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123601>](https://codelibrary.amlegal.com/codes/toledo/latest/toledo_oh/0-0-0-123601), Accumulation of Sick Days.
 - i. Service will be deemed "continuous" for purposes of this section despite a break in service due to a lay off, a call to military duty, or other circumstances for which a provision of this chapter specifies that employees will continue to accrue seniority.
 - ii. For purposes of this section, "years of service" shall only include other public service if an express agreement exists to count such time for this purpose.
 - iii. An employee who is terminated for cause or for poor performance is not considered to have separated in good standing. Additionally, an employee must have completed probation and be receiving full salary to be entitled to the benefits of section 2134.51(c). If an employee is promoted to a higher position, and subsequently terminates their employment with the court during the probationary period for the promoted position, the employee will only be entitled to the benefits of 2134.51(c) at their previous rate, if eligible.
- (d) In the event the employee has died as a direct result of injuries sustained in the course of employment with the Court, their estate shall be paid full accumulated sick time at the time of death.

SECTION:: 77. That Toledo Municipal Code Section 2134.52 which states as follows:

2134.52. Educational Reimbursement.

- (a) The Court may reimburse tuition costs for job-related courses taken at an educationally accredited college or university by full-time permanent employees. Such course work must be approved as job-related prior to enrolling by submitting a description of the course to the employee's department head. Thereafter the department head and the Court Administrator must approve the course work.
- (b) The Court may reimburse up to one hundred percent (100%) of the cost of tuition only, for up to ten (10) credit hours per quarter/semester. These costs will be reimbursed upon the documented presentation of a "B" or 3.0 grade or better.
- (c) Any employee participating in the tuition reimbursement program that resigns, retires (non-disability) or is terminated must repay in full the tuition reimbursement paid by the City for the course completed less than two (2) years prior to the date of resignation, retirement, or termination. If necessary, this amount shall be deducted from the employee's severance pay and/or final paycheck. An employee who resigns or is terminated for cause or performance will lose all rights and benefits under the educational reimbursement refund policy effective on the date of the employee's resignation, retirement, or termination.

SECTION:: 78. That a new Toledo Municipal Code Section 2134.52 is enacted as follows:

2134.52. Educational Reimbursement.

(a) The Court may reimburse tuition costs and general fees for courses taken at an educationally accredited college or university by full-time regular employees. Such course work must be approved prior to enrolling by submitting documentation that the course(s) is necessary toward a degree which is either directly related to the employees' current job or an anticipated need of the Court. The final determination of relatedness shall be made by the Human Resources Officer. Reimbursement applications must be made through the department head to the Human Resource Officer.

(b) The court will also reimburse for technical courses and professional certifications. Courses must either be directly related to the employees' current job or an anticipated need of the Court. The determination of relatedness shall be made by the Human Resources Officer. Technical courses will be fully reimbursed for a passing grade.

(c) The Court will reimburse the employee the cost of tuition and general fees for ten (10) credit hours per quarter/semester at the percentage rate of 100% for a grade of "A" and 90% for a grade of "B" or "C". Reimbursement shall be limited to tuition levels and general fees charged by the local state sponsored university. These costs may be reimbursed upon the documented presentation of a "C" or 2.0 grade or better.

(d) If licensing or certification is a requirement of a classification held by an employee, the Court will not pay the employee's licensing or certification expenses. Expenses for required training and/or educational units necessary for maintaining licenses or certifications used or mandated for any classification may also be reimbursed by the Court.

(e) Any employee participating in the tuition reimbursement program that resigns, retires (non-disability) or is terminated must repay in full the tuition reimbursement paid by the Court for courses completed less than two (2) years prior to the date of resignation, retirement, or termination. If necessary, this amount shall be deducted from the employee's severance pay and/or their final paycheck. In the event the employee's severance pay and/or final paycheck are insufficient to cover the full tuition reimbursement owed to the Court, the employee must make arrangements to repay the amount owed. The Court may pursue collection of the amount owed, if necessary.

An employee who resigns or is terminated for cause or performance will lose all rights and benefits under the educational reimbursement refund policy effective on the date of their resignation, retirement, or termination.

SECTION:: 79. That Toledo Municipal Code Section 2134.53 which states as follows:

2134.53. Service Credit During Industrial Disability.

An employee who is unable to work because of industrial (service connected) disability shall have the time included in his or her length of service during this period of sickness or disability not to exceed two (2) years duration, provided the employee has not secured other full-time employment during the term of this disability. This period may be extended by mutual agreement. Prior to the end of three (3) months, and each quarter thereafter, the Court will meet with the employee to determine if the employee will be able to return to their employment.

SECTION:: 80. That a new Toledo Municipal Code Section 2134.53 is enacted as follows:

2134.53. Service Credit During Industrial Disability.

An employee who is unable to work because of industrial (service connected) disability shall have the time included in their length of service during this period of sickness or disability not to exceed two (2) years duration, provided the employee has not secured other full-time employment during the term of this disability. This period may be extended by mutual agreement. Prior to the end of three (3) months, and each quarter thereafter, the Court will meet with the employee to determine if the employee will be able to return to their employment.

SECTION:: 81. That Toledo Municipal Code Section 2134.54 which states as follows:

2134.54. Travel Allowance.

All Court employees who are requested to use their private motor vehicles on Court business shall be compensated at the rate per mile which may be deducted from the employee's Federal Income Tax without having to itemize specific expenditures as established by Internal Revenue Service letter.

SECTION:: 82. That a new Toledo Municipal Code Section 2134.54 is enacted as follows:

2134.54. Reserved.

SECTION:: 83. That Toledo Municipal Code Section 2134.57 which states as follows:

2134.57. Requirement of Criminal Background Checks for All New Employees.

As a requirement for employment with the Court, any applicant considered for employment shall allow a criminal background check to be performed.

SECTION:: 84. That a new Toledo Municipal Code Section 2134.57 is enacted as follows:

2134.57. Requirement of Criminal Background Checks for All New Employees.

As a requirement for employment with the Court, any applicant under final consideration for employment shall allow a criminal background check to be performed.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-452-25, Version: 1

DPYS Re-appropriation of ARPA Funds 2025
Parks and Youth Services Department
Joe Fausnaugh (x3884)

Authorizing the re-appropriation of \$169,497.10 within the Local Fiscal Recovery Fund; authorizing the expenditure of same for development of park and recreation facilities and youth engagement programming; authorizing the Mayor to enter into necessary agreements for these initiatives; and declaring an emergency.

SUMMARY & BACKGROUND:

The city is the recipient of \$180.9 million through the American Rescue Plan Act (ARPA) to be used to address the public health and negative economic impacts of the COVID-19 pandemic. The Toledo Recovery Plan framework (authorized by Ordinance 530-21), which outlines the city's projects that will be funded through ARPA, includes \$6,000,000 for youth and recreational programming and \$12,000,000 for development and renovation of park and recreation facilities. Over the past four years this funding has been used to revitalize dozens of parks spaces and to engage with thousands of our City's youth. Through careful planning and effective execution of this work we have small remaining balances in several of the project and program accounts. This legislation would allow the Department to allocate those funds to perform additional work in our parks and with our youth.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the disappropriation of:

\$70,000 is authorized from the Local Fiscal Recovery Fund from Account Code 2021-40100-7PARKSF002NEI

\$22,229.03 is authorized from the Local Fiscal Recovery Fund from Account Code 2021-40100-7PARKSR004NEI

\$77,268.07 is authorized from the Local Fiscal Recovery Fund from Account Code 2021-40100-7YOUTH0138NEI, 7YOUTH0168NEI, 7YOUTH0233NEI, 7YOUTH0286NEI, 7YOUTH0307NEI, 7YOUTH0311NEI, 7YOUTH0319NEI, 7YOUTH0324NEI, 7YOUTH0325NEI, 7YOUTH0331NEI, 7YOUTH0336NEI

SECTION 2. That the re-appropriation of:

\$40,000 is authorized from the Local Fiscal Recovery Fund to Account Code 2021-40100-7PARKSS001NEI and the expenditure of same is authorized for construction of a splash pad and associated amenities at Jamie Farr Park.

\$52,229.03 is authorized from the Local Fiscal Recovery Fund to Account Code 2021-40100-7PARKSR and the expenditure of same is authorized for grant administration costs, and construction and improvements at tennis courts and basketball courts at various city park locations.

\$77,268.07 is authorized from the Local Fiscal Recovery Fund to Account Code 2021-40100-7YOUTH and the expenditure of same is authorized youth engagement contracts and activities.

SECTION 3. That the Mayor is authorized to enter into necessary contract agreements with those individuals and entities identified, upon such terms and conditions as acceptable to the Director of Parks and Youth Services and the Director of Law.

SECTION 4. That the Finance Director is authorized to draw warrant or warrants against the above Account Codes in payment of the above-authorized obligations in an amount not to exceed \$169,497.10 authorized upon presentation of the proper voucher or vouchers.

SECTION 5. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this ordinance must be immediately effective in order to ensure the timely utilization of ARPA funding.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-453-25, Version: 1

PYS 2025 Robinson Park Athletic Field Renovation - \$25,000
Parks and Youth Services
Joe Fausnaugh (x3884)
Revised

Authorizing the expenditure of an amount not to exceed \$25,000 from the Capital Improvement Fund for renovation of the athletic field at Robinson Park; authorizing the Mayor to accept bids and award contracts for said purpose; and declaring an emergency.

SUMMARY & BACKGROUND:

This ordinance authorizes expending up to \$25,000 for renovation of the athletic field at Robinson Park. This athletic field is located at the site of the former Robinson Elementary building. In the time since the school was demolished, rubble and remains of foundations have become exposed on the playing field. This project will remove the rubble and demolish the remaining foundations. It also includes proper grading and seeding to ensure a good quality athletic field as well as construction of an open-air shelter house. This site is one of the City's shared use facilities with Toledo Public Schools. Funds for this project were allocated in the 2025 Capital Improvement fund. The CIP expenditure will be combined with a CDBG grant and a District #4 DIP award for a total investment of \$318,000.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. The expenditure of an amount not to exceed \$25,000 is authorized from the Capital Improvement Fund Account Code 5040-40100-8CP2515CRGAPG for renovation of the athletic field at Robinson Park.

SECTION 2. That the Mayor is authorized to accept bids and award contracts for the purposes specified in Section 1 upon terms and conditions as acceptable to the Director of Law and the Director of Parks and Youth Services.

SECTION 3. That the Finance Director is authorized to draw warrant or warrants against the above Account Code in payment of the above authorized obligations in amounts not to exceed \$25,000 upon presentation of the proper voucher or vouchers.

SECTION 4. That this Ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the same is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this Ordinance must be immediately effective in order to timely return the athletic field to proper and safe use.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-454-25, Version: 1

DPYS 2025 1% For the Arts - \$532,417
Parks & Youth Services
Joe Fausnaugh (x3884)
Revised

Authorizing the Mayor to enter into an agreement with the Arts Commission of Greater Toledo to implement the 2025 Municipal Art Plan; authorizing the expenditure of funds for the 2025 1% For the Arts allocation from the Capital Improvement Fund; and declaring an emergency.

SUMMARY & BACKGROUND:

The Arts Commission of Greater Toledo is seeking funding from the 2025 CIP budget to fund the 1% For the Arts 2025 Municipal Art Plan. This legislation authorizes the Mayor to enter into an agreement with the Arts Commission of Greater Toledo to implement the 2025 Municipal Art Plan using said funds.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into an agreement with the Arts Commission of Greater Toledo to implement the 2025 Municipal Art Plan pursuant to terms and conditions deemed requisite and appropriate by the Department of Law.

SECTION 2. That an expenditure in an amount not to exceed \$532,417 is authorized from the Capital Improvement Fund, Account Code 5040-40100-8CP1PERFORART (FY 2025 1% For the Arts) for the purpose authorized in Section 1.

SECTION 3. That the Director of Finance is authorized to draw warrant or warrants against the above-mentioned account code in an amount not to exceed that authorized above upon presentation of the proper voucher or vouchers in payment of the above obligation.

SECTION 4. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason that this Ordinance will allow for the timely payment toward the 1% For the Arts.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-455-25, Version: 1

DPYS Accepting \$100,000 from the Owens Corning Foundation for Renovations at H.V. Savage Park
Parks and Youth Services Joe Fausnaugh (x3884)
Revised

Authorizing the Mayor to accept a donation from the Owens Corning Foundation in the amount of \$100,000 to support renovations at H.V. Savage Park; authorizing the deposit, appropriation and expenditure of \$100,000 in the Capital Improvement Fund for the project; and declaring an emergency

SUMMARY & BACKGROUND:

The City of Toledo, Division of Parks, Recreation and Community Enrichment has been awarded funding from the Owens Corning Foundation to support the revitalization of Savage Park through the construction of a new splash pad, construction of a new restroom facility, updated picnic areas, modest improvements to the ball field, and reconstruction of the parking lot at Savage Park. The donation will serve as a component of the match requirement associated with the City's Outdoor Recreation Legacy Preservation grant through the National Park Service.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to accept and deposit a donation from the Owens Corning Foundation in the amount of \$100,000 to support renovations at H.V. Savage Park into the Capital Improvement Fund Account Code 5040-40100-8CP2414SAVPRK.

SECTION 2. That the appropriation of \$100,000 is authorized from the unappropriated donation proceeds of the Capital Improvement Fund to Account Code 5040-40100-8CP2414SAVPRK and the expenditure of same is authorized for the redevelopment of public amenities at H.V. Savage Park.

SECTION 3. That the Mayor is authorized to accept bids and award contracts for the purposes specified above, upon terms and conditions acceptable to the Director of Parks and Youth Services and Director of Law.

SECTION 4. That the Director of Finance is authorized to draw warrant or warrants against the Account Code above in an amount not to exceed \$100,000 in payment of the above-authorized obligations upon presentation of the proper voucher or vouchers.

SECTION 5. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason that this Ordinance must be immediately effective to timely receipt and deposit the donated funds.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-456-25, Version: 1

DPYS Accepting \$25,000 from the Helping Hens Foundation for Renovations at H.V. Savage Park
Parks and Youth Services
Joe Fausnaugh (x3884)
Revised

Authorizing the Mayor to accept a grant from the Helping Hens Foundation in the amount of \$25,000 to support renovations at H.V. Savage Park; authorizing the deposit, appropriation and expenditure of \$25,000 in the Capital Improvement Fund for the project; authorizing the Mayor to accept bids and award contracts for said project; and declaring an emergency.

SUMMARY & BACKGROUND:

The City of Toledo, Division of Parks and Recreation has been awarded funding from the Helping Hens Foundation to support the revitalization of Savage Park through the construction of a new splash pad, construction of a new restroom facility, updated picnic areas, modest improvements to the ball field, and reconstruction of the parking lot at Savage Park. The grant award will serve as a component of the match requirement associated with the City's Outdoor Recreation Legacy Preservation grant through the National Park Service.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to accept and deposit a grant from the Helping Hens Foundation in the amount of \$25,000 to support renovations at H.V. Savage Park into the Capital Improvement Fund Account Code 540G-40100-8GA8660STDSTD.

SECTION 2. That the appropriation of \$25,000 is authorized from the unappropriated grant proceeds of the Capital Improvement Fund to Account Code 540G-40100-8GA8660STDSTD and the expenditure of same is authorized for the redevelopment of public amenities at H.V. Savage Park.

SECTION 3. That the Mayor is authorized to accept bids and award contracts for the purposes specified above, upon terms and conditions acceptable to the Director of Parks and Youth Services and Director of Law.

SECTION 4. That the Finance Department is authorized to draw warrant or warrants against the Account Codes above in an amount not to exceed \$25,000 in payment of the above-authorized obligations upon presentation of the proper voucher or vouchers.

SECTION 5. That this Ordinance, being an emergency measure, shall take effect and be in force from and after its passage. The reason for the emergency lies in the fact that the Ordinance is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason that this Ordinance must be immediately effective to timely receipt and deposit the grant funds.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-457-25, Version: 1

Brandon Upchurch v. City of Toledo, et al.
Department of Law
J. Charles (x1020)
Revised

Authorizing the settlement of claims brought in Brandon Upchurch v. City of Toledo, et al.; authorizing the expenditure of \$35,000 from the Risk Management Fund; and declaring an emergency.

SUMMARY & BACKGROUND:

The City has reached a settlement with Brandon Upchurch, plaintiff in a lawsuit captioned *Brandon Upchurch v. City of Toledo, et al.*, Case No. 3:25-cv-711 in the U.S. District Court for the Northern District of Ohio, Western Division. In exchange for a full release, the City has agreed to pay \$35,000 to Plaintiff and his lawyer. In his lawsuit, the Plaintiff alleges he was injured by a Toledo Police Department K-9 unit during a traffic stop.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That payment of \$35,000 in settlement of the claims of Brandon Upchurch in Case No. 3:25-cv-711 captioned *Brandon Upchurch v. City of Toledo, et al.* pending in the U.S. District Court for the Northern District of Ohio, Western Division, is authorized from the Risk Management Fund Account Code 7095-12000-1157001STDSTD.

SECTION 2. That payment of these claims is contingent upon the execution of proper releases by Plaintiff.

SECTION 3. That the Director of Finance is authorized to draw a warrant or warrants in the amount of \$35,000 to Brandon Upchurch and The Pattakos Law Firm LLC, against the above-mentioned Account Code and upon presentation of the proper voucher or vouchers.

SECTION 4. That this Ordinance being an emergency measure shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public peace, health, safety and property and for the further reason that this ordinance must be immediately effective in order to implement the settlement.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-458-25, Version: 1

Radios for Toledo Police - CIP
Toledo Police Department
Lt. Brianne Holmes (x3203)
Revised

Authorizing the expenditure in an amount not to exceed \$81,000 from the Capital Improvement Fund for the purchase of radios; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

SUMMARY & BACKGROUND:

This Ordinance authorizes the total expenditure of \$81,000 for radios from the Capital Improvement Fund for Toledo Police. This expenditure is needed to upgrade obsolete radios and outfit new officers with radios.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the amount not to exceed \$81,000 is authorized for expenditure from the Capital Improvement Fund Account Code 5040-52000-8CP2504POLEQP for the purchase of radios.

SECTION 2. That the Mayor is authorized to accept bids and award contracts for the purchase of radios, upon terms and conditions acceptable to the Director of Law and the Director of Public Safety.

SECTION 3. That the Finance Director is authorized to draw their warrant or warrants against the above referenced Account Code in payment of the obligations authorized in Section 1 in an amount not to exceed \$81,000 and upon presentation of proper voucher or vouchers.

SECTION 4. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that it is necessary for the immediate preservation of the public peace, health, safety, and property and for the further reason that the radios are needed to timely outfit the new officers and to avoid the disruption to public safety services.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____
_____ Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-459-25, Version: 1

LEADS Online \$174,598.76
Toledo Police Department
Lt. Brianne Holmes (x3203)
Revised

Authorizing the Mayor to enter into a three-year subscription agreement with Leads Online for information services; authorizing the General Fund expenditure of an amount not to exceed \$174,598.76 over the life of the agreement; waiving the competitive bidding provisions of TMC Chapter 187; and declaring an emergency.

SUMMARY & BACKGROUND:

This Ordinance authorizes the Mayor to enter into an agreement with Leads Online for an electronic reporting service that provides rapid electronic access to transactions from thousands of reporting businesses. Leads Online operates and maintains a national online investigation system used by law enforcement to recover stolen property and solve crimes by sharing information with other law enforcement agencies. Leads Online assists law enforcement agencies by collecting, maintaining and disseminating data among participating agencies. The Toledo Police has utilized these services since 2015.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into a three-year subscription agreement with Leads Online for information services, upon terms and conditions acceptable to the Director of Public Safety and the Director of Law.

SECTION 2. That subject to appropriation in future years the expenditure of an amount not to exceed \$174,598.76 is authorized from the General Fund Account Code 1001-52000-3381002STDSTD for Leads Online subscription service over the term of the agreement.

SECTION 3. That the Finance Director is authorized to draw a warrant or warrants against the above referenced Account Code in payment of the obligation authorized in Section 1 in an amount not to exceed \$56,488 for year one, \$58,182.64 for year two, and \$59,928.12 for year three, upon presentation of proper voucher or vouchers.

SECTION 4. That this Council finds and determines that it is in the best interest of the City to waive the competitive bidding provisions of TMC Chapter 187 for the reason that Leads Online is the sole source provider for this subscription service.

SECTION 5. This Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that it is necessary for the immediate preservation of the public peace, health, safety, and property, and for the further reason that this Ordinance must

be immediately effective for continued uninterrupted public safety services.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-460-25, Version: 1

Washington Local Schools SRO 2025-2026 (\$45,232.29)
Toledo Police Department
Lt. Brianne Holmes (x3203)
Revised

Authorizing the Mayor to enter into a one-year School Resource Officer Program agreement with the Washington Local Schools; authorizing the acceptance and deposit of \$45,232.29 into the General Fund in payment for services provided by Toledo Police Department; and declaring an emergency.

SUMMARY & BACKGROUND:

The Toledo Police Department has developed a successful School Resource Officer Program, which assigns an officer to Washington Local Senior and Junior High Schools. Washington Local Schools has agreed to provide an amount of \$45,232.29 to continue funding the program for the 2025-2026 school years. That amount represents one-half the salary and benefits of the officer assigned to Washington Local Schools for the school year (nine months). Washington Local Schools has paid one-half of the salaries since the 1999-2000 school years.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into a School Resource Officer Program agreement with Washington Local Schools to continue the School Resource Officer Program for the 2025-2026 school year, under terms and conditions deemed appropriate by the Mayor, Director of Police Operations, and the Director of Law.

SECTION 2. That the Mayor is authorized to accept and deposit \$45,232.29 into the General Fund Account Code 1001-52000-3381002STDSTD.

SECTION 3. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that it is necessary for the immediate preservation of the public peace, health, safety, and property, and to receive the funds in a timely manner from Washington Local Schools and continue the program.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-461-25, Version: 1

PSN 2022-PS-PSN-439A \$4,418.00
Toledo Police Department
Lt. Brianne Holmes (x3203)
Revised

Authorizing the Mayor to enter into an agreement with the Bureau of Justice Assistance (BJA) through the Office of Criminal Justice Services (OCJS) and to accept and deposit a 2022-PS-PSN-439A grant in the amount of \$4,418 for the Toledo Police Department; authorizing the appropriation and expenditure of funds from the Operation Grants fund; authorizing the Mayor to accept bids and award contracts; and declaring an emergency.

SUMMARY & BACKGROUND:

The Bureau of Justice Assistance has recommended to the Office of Criminal Justice Services an award to the City of Toledo of \$4,418 from grant funds under the 2022-PS-PSN-439A Project Safe Neighborhood (PSN) program to support funding of the Toledo Police Department. The funds will be used for a computer to assist in reviewing videos and processing downloads for evidentiary purposes. There is no matching requirement.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the Mayor is authorized to enter into a grant agreement with the Bureau of Justice Assistance through OCJS and to accept and deposit 2022 Project Safe Neighborhoods (PSN) grant proceeds in the amount of \$4,418 into the Operation Grants Fund Account Code 2016-52000-3G00091STDSTD.

SECTION 2. That the appropriation of \$4,418 is authorized from the unappropriated grant proceeds of the Operation Grants Fund to various accounts within Account Code 2016-52000-3G00091STDSTD; and the expenditure of same is authorized for the purchase of a computer.

SECTION 3. That the Mayor is authorized to accept bids and award contracts for the purposes authorized in Section 2, upon terms and conditions acceptable to the Director of Police and the Director of Law.

SECTION 4. That the Finance Director is authorized to draw a warrant or warrants against the above mentioned Account Code in an amount not to exceed \$4,418 in payment of the obligations authorized above by the terms of the grant upon presentation of the proper documentation of the expense.

SECTION 5. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that it is necessary for the immediate preservation of the public peace, health, safety, and to satisfy the requirements of the grant.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: R-462-25, Version: 1

TDOT100725OPWCRESOLUTIONOFINTENT
Engineering and Construction Management
Timothy Grosjean (x1344)
Revised

Declaring the official intent and reasonable expectation of the City of Toledo on behalf of the State of Ohio (The Borrower) to reimburse its Capital Improvement Fund for the Dura Avenue project with the proceeds of tax-exempt debt of the State of Ohio; and declaring an emergency.

SUMMARY & BACKGROUND:

Both the State Capital Improvement Program and Local Transportation Improvement Program provide financial assistance to political subdivisions for capital improvements to public infrastructure. The infrastructure improvement detailed and delineated in Section 1 is an awarded project under these Ohio Public Works Commission Programs. Resolution 482-23 authorized the Mayor to enter into an agreement with OPWC and allowed for the appropriation and expenditure of the loan for the listed project. Passage of this resolution is required by the Ohio Public Works Commission to allow the City to be reimbursed per the project agreement.

NOW THEREFORE, Be it resolved that:

SECTION 1. That this Council supports the City of Toledo's reasonable expectation to receive a reimbursement for the following project, as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio:

PROJECT	LOAN
Dura Avenue - Matzinger to RR Tracks (CL13AB)	\$155,000

SECTION 2. That the maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$155,000.

SECTION 3. That the Fiscal Officer of the City of Toledo is directed to file a copy of this Resolution with the City of Toledo for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

SECTION 4. That the City of Toledo finds and determines that all formal actions of this City concerning and relating to the adoption of this Resolution were taken in an open meeting of the City of Toledo and that all deliberations of this City and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements

SECTION 5. That this Resolution is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that this Resolution is necessary

for the immediate preservation of the public peace, health, safety and property and for the further reason that this Resolution must be immediately effective in order to permit the timely acceptance of reimbursement for the above project.

Vote on emergency clause: yeas _____, nays _____.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-463-25, Version: 1

DPU100725OEPALICENSETOOPERATE
DPU/WATER TREATMENT
M. Somerville (x3058)
Revised

Authorizing an annual expenditure of an amount not to exceed \$150,000 for the renewal of the Public Water System License from the State of Ohio Environmental Protection Agency for operation of the Water Treatment Facility at 3040 York St. from the Water Operating Fund; and declaring an emergency.

SUMMARY & BACKGROUND:

The State of Ohio passed a revision to Section 6109.21 of the Revised Code in 1994 to require all municipal water treatment facilities to pay an annual licensing fee to operate their plants. The fee is based on the total number of service connections that exist in the distribution system. The Toledo system currently has approximately 130,000 connections and based on their current rate each tap costs \$0.86 for a total of \$111,800 for 2026. The licensing requirement started in 1994 and upon proper application is renewable each succeeding year. All fees are placed in a special account for use by the Ohio Environmental Protection Agency in water related programs. The licensing fee is due by December 31 of the preceding year.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That subject to the appropriation of funds in future years, the annual expenditure of an amount not to exceed \$150,000 is authorized from the Water Operating Fund Account Code 6060-32000-4000503STDSTD for the renewal of the Public Water System License from the State of Ohio Environmental Protection Agency for the operation of the City of Toledo's Water Treatment Facility,

SECTION 2. That the Finance Director is authorized to draw their warrant or warrants against the above-mentioned Account Code upon presentation of the proper voucher or vouchers in an amount not to exceed \$150,000 for the above-authorized obligations.

SECTION 3. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this Ordinance must be effective immediately in order to permit the City of Toledo to continue to operate and provide top-quality potable water.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council

_____.

Attest: _____
Clerk of Council



Legislation Text

File #: O-464-25, Version: 1

DPU100725DISTRIBUTIONSYSTEMIMPROVEMENTLOAN

Division of Water Treatment

J. Goetz (x2399)

Authorizing the mayor to apply for and enter into loan agreements with the Water Supply Revolving Loan Account (WSRLA), and to accept, deposit, appropriate, and expend loan proceeds in an amount not to exceed \$75,000,000 into the Water Replacement Loan Fund for the Distribution System Improvements Project; authorizing various adjustments and transfers of expenses to comply with the loan agreements; authorizing a dedicated source for repayment of said loans; authorizing the mayor to accept bids and execute necessary agreements related to the project; and declaring an emergency.

SUMMARY & BACKGROUND:

The Distribution System Improvements Project consists of the construction of four (4) new elevated storage tanks with each holding two (2) million gallons of finished water as well as the construction of a new booster pumping station and boundary control structures. These improvements will work together to create a new boosted pressure zone which will provide improved water service to the western portion of the Toledo distribution system as well as improve the resiliency of the system to reduce the risk of depressurization events. To finance construction of the project, the Division of Water Treatment desires to secure funding from the WSRLA Loan Program. Prior to loan approval, the WSRLA requires an ordinance be passed authorizing the loan application, acceptance, and the execution of agreement as well as designating a dedicated repayment source for the loan funds.

NOW THEREFORE Be it ordained by the Council of the City of Toledo:

SECTION 1. That the mayor is authorized to apply for and enter into agreements with the Water Supply Revolving Loan Account as administered by the OEPA Division of Drinking and Groundwater and the OEPA Division of Environmental and Financial Assistance and to accept and deposit loan proceeds of an amount not to exceed \$75,000,000 into the Water Replacement Loan Fund, Account Code 663L-32000-4UL2825STDSTD, for the Distribution System Improvements Project.

SECTION 2. That an amount not to exceed \$75,000,000 is appropriated from the unappropriated loan proceeds in the Water Replacement Loan Fund into Account Code 663L-32000-4UL2825STDSTD; and further authorizing the expenditure of same for the Distribution System Improvements Project.

SECTION 3. That Council finds, determines, and authorizes the dedicated source of repayment for said loans with the WSRLA shall be the unappropriated balance of the Water Replacement Loan Fund provided that the WSRLA project loans shall be and are subordinate to any and all city water revenue bond obligations.

SECTION 4. That the mayor is authorized to accept bids, and execute all necessary agreements for the

Distribution System Improvements Project, upon such terms and conditions as shall be approved by the Director of Public Utilities and the Director of Law.

SECTION 5. That the Finance Director is authorized to issue their warrant or warrants in amounts not to exceed those authorized in Section 2 against the above-mentioned account codes in payment of the obligations incurred pursuant to the agreements authorized in Section 4 above upon presentation of the proper voucher or vouchers.

SECTION 6. That various adjustments and line-item expenditure transfers are authorized to comply with said loan agreements.

SECTION 7. That the disappropriation of any remaining budget to fund balance at project closeout is authorized.

SECTION 8. That this Ordinance is declared to be an emergency measure and shall be in force and effect from and after its passage. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this ordinance must be immediately effective in order to ensure the uninterrupted distribution of quality potable drinking water.

Vote on emergency clause: yeas _____, nays _____.

Passed: _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____

Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council



Legislation Text

File #: R-465-25, Version: 1

Vacation: Alley behind 2024 Champlain
Clerk of Council

Declaring the intent to vacate the twenty-five (25) foot wide alley located behind 2024 Champlain Street, located in the City of Toledo, Lucas County, Ohio; and declaring an emergency.

SUMMARY & BACKGROUND:

Petitioner has filed a request to vacate the twenty-five (25) foot wide alley located behind 2024 Champlain Street, located in the City of Toledo, Lucas County, Ohio.

NOW THEREFORE, Be it resolved that:

SECTION 1: That the City Council does hereby declare its intent to vacate the twenty-five (25) foot wide alley located behind 2024 Champlain Street, located in the City of Toledo, Lucas County, Ohio, further described below:

Southwest-Northeast Alley bounded by Vandalia Street, Michigan Street, Relocated Galena Street & Relocated Champlain Street. Being a 26 feet wide strip and including 5 feet chamfered ends. Beginning at the Westerly property lines of Lots 9 & 28 and terminating at the Easterly property lines of Lots 14 & 23. All located in block 159 of the Nichol's 2nd Addition as Recorded in Vol. 5, Pg. 20 of plats, City of Toledo, Lucas County, Ohio.

SECTION 2. That this matter be referred to the Toledo City Plan Commission for its review, recommendation and appropriate hearing date.

SECTION 3. That this Resolution hereby is declared to be an emergency measure and shall be in force and effect from and after its adoption. The reason for the emergency lies in the fact that same is necessary for the immediate preservation of the public peace, health, safety and property, and for the further reason that this Resolution must be immediately effective so that the vacation can be expeditiously completed to enable property owners to obtain the resulting benefits at the earliest time.

Vote on emergency clause: yeas _____, nays _____.

Adopted _____, as an emergency measure: yeas _____, nays _____.

Attest: _____
Clerk of Council

President of Council

Approved: _____
_____ Mayor

I hereby certify that the above is a true and correct copy of an Ordinance passed by Council
_____.

Attest: _____
Clerk of Council