

NOTICE OF PROCEEDINGS MEETING
City Council of the City of Defiance, Ohio
Charles D. Beard Council Chambers
City Hall, 631 Perry Street, Defiance, OH 43512

REGULAR MEETING OF COUNCIL
TUESDAY JANUARY 27, 2026
7:00 P.M.

PUBLIC HEARING: NONE

SPECIAL GUEST: NONE

FIRST READING: AN ORDINANCE AUTHORIZING THE ACQUISITION OF A FEE SIMPLE ABSOLUTE INTEREST FOR THE RALSTON AVENUE ROUNDABOUTS PROJECT AND DECLARING AN EMERGENCY

FIRST READING: AN ORDINANCE AMENDING SECTION 927.04 OF THE CODIFIED ORDINANCES OF THE CITY OF DEFIANCE, OHIO

FIRST READING: AN ORDINANCE AMENDING CHAPTER 1174 OF THE CODIFIED ORDINANCES OF THE CITY OF DEFIANCE, OHIO

FIRST READING: AN ORDINANCE CONSENTING TO THE SLOPE REPAIR IMPROVEMENTS ALONG STATE ROUTE 66 SOUTH OF THE AUGLAIZE RIVER AND DECLARING AN EMERGENCY

FIRST READING: AN ORDINANCE CONSENTING TO AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEFIANCE, OHIO AND LOCAL 166, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO AND DECLARING AN EMERGENCY

FIRST READING: AN ORDINANCE AUTHORIZING A CONTRACT FOR THE MONITORING AND DATA MANAGEMENT OF FLOW METERS AND DECLARING AN EMERGENCY

STUDY SESSION: NONE

CITIZEN CONCERNS: NAME & ADDRESS FOR THE RECORD (5 MINS)

LIAISON ASSIGNMENTS	TIME P.M.	DATE (2026)	AGENDA
COMMITTEE OF A WHOLE <i>McMASTER</i>	7:00	TUESDAY - JANUARY	NO MEETING
BUILDING & LANDS <i>ENGEL</i>	7:00	TUESDAY - JANUARY	NO MEETING
ECONOMIC DEVELOPMENT <i>HANCOCK</i>	7:00	TUESDAY - JANUARY	NO MEETING
FINANCE & BUDGET <i>WAXLER</i>	7:00	TUESDAY - JANUARY	NO MEETING
POLICE & FIRE <i>CORBITT</i>	7:00	TUESDAY - JANUARY	NO MEETING
PUBLIC RELATIONS <i>KRUTSCH</i>	7:00	TUESDAY - JANUARY	NO MEETING
PUBLIC UTILITIES, GAS & LIGHTS <i>KAUFMAN</i>	7:00	TUESDAY - JANUARY	NO MEETING
SEWER & SANITATION <i>KAUFMAN</i>	7:00	TUESDAY - JANUARY	NO MEETING
STREETS & SIDEWALKS <i>MAST</i>	7:00	TUESDAY - JANUARY	NO MEETING
WATERWORKS – SERVICE <i>KRUTSCH</i>	7:00	TUESDAY - JANUARY	NO MEETING
TRAFFIC COMMISSION: <i>MACK.</i> Mayor. Zeedyk. Herbert. Wittkop. Sprow. Waxler. Mast. Krutsch	5:00	TUESDAY - JANUARY	NO MEETING
BOARD OF CONTROL MEETING: <i>MAYOR.</i> Mack. O’Donnell. Sprague	1:30 MONDAY 9:00 A.M. THURSDAY	MONDAY and THURSDAY	POSTED AT 631 PERRY STREET MEETINGS IN FRONT CONFERENCE ROOM

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF A FEE SIMPLE ABSOLUTE INTEREST FOR THE RALSTON AVENUE ROUNDABOUTS PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the City has secured grant funding from the Ohio Department of Transportation ("ODOT") Small Cities Congestion Mitigation funds in the amount of \$2,283,200.00 and from the Ohio Public Works Commission ("OPWC") in the amount of \$325,000.00 for the construction of roundabouts at Anthony Wayne Boulevard & Ralston Avenue and Latchaw Drive & Ralston Avenue; and,

WHEREAS, the planned improvements require the acquisition of interests of a portion of property interests from adjacent property owners; and,

WHEREAS, Council authorized a contract with West Erie Realty Solutions, Ltd. for the right-of-way acquisition services for this Ralston Avenue Roundabouts Project in Ordinance No. 8618 on December 3, 2024; and,

WHEREAS, Section 2.12(11) of the City Charter gives Council the authority to purchase, lease, sell, and dispose of property; and,

WHEREAS, Council finds that acquisitions of these property interests are necessary to complete this project and improve connectivity in the Ralston Planning Area of the Comprehensive Community Action Plan;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: Council hereby accepts the 0.025-acre property located on Parcel No. 015-WD by general warranty deed from part of the property located at 1358 Ralston Avenue as set forth in the Contract for the Right-of-Entry marked "Exhibit A" and attached to this ordinance from the property owner, Scott E. Dutton, and at the negotiated price of \$4,470.00.

Section 2: Council further approves of the payment of \$1,075.00 to a lienholder, Rocket Mortgage, for the release of its mortgage interest over the 0.025-acre portion of the aforementioned property.

Section 3: All municipal officers are authorized to take such actions may be necessary or appropriate to secure marketable title to the real property and record the ownership interest of the municipality and this Ordinance with the Recorder of Defiance County, Ohio.

Section 4: The Finance Director shall pay the negotiated property acquisition price set forth in Sections 1 from appropriated funds allocated by expenditure from Line 403-901-52-978106 of the 2026 annual budget.

Section 5: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 6: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that immediate adoption of this ordinance is necessary to meet the required date to obtain the rights-of-way and maintain the project schedule. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: _____, 2026

President of Council

Votes in Favor of Adoption: _____

Votes Opposed to Adoption: _____

Attest: _____, Clerk

Approved: _____, 2026

Mayor

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 015-WD
DEF-SR15-1358 Ralston Ave. / PID#120036

The purpose of this Agreement is to allow the City of Defiance, Defiance County, Ohio to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the City of Defiance, Defiance County, Ohio [“LPA”] and Scott E. Dutton [“Owner”]; “Owner” includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after October 17, 2025, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00 is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

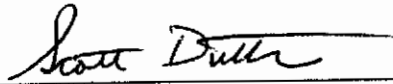
- (i) the payment of the total, agreed upon purchase price by LPA; or

- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

- 9.** Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.
- 10.** Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.
- 11.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.
- 12.** This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.
- 13.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the City of Defiance, Defiance County, Ohio, and Scott E. Dutton have executed this Agreement on the date(s) indicated immediately below their respective signatures.



SCOTT E. DUTTON

Date: 17 - Oct - 2025

CITY OF DEFIANCE, DEFIANCE COUNTY, OHIO

Ryan Mack
City Administrator

Date: _____

EXHIBIT B
To
CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 015-WD
DEF-SR15-1358 Ralston Ave. / 120036

If structures are within the area described in Exhibit A, the terms and conditions of occupancy or non-occupancy and access are set forth in this Exhibit.

None

EXHIBIT A

LPA RX 851 WD

Page 1 of 3

Rev. 06/09

Ver. Date 01/10/25

PID 120036

**PARCEL 15-WD
DEF-SR159RALSTON AVE.)-13.58
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF DEFIANCE, DEFIANCE COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Defiance, City of Defiance, Lot 46 in Wemor Park Addition, Volume 3 Page 72, Defiance County Plat Records, and being part of a 0.209 acre parcel of land on record, as of the date of this survey was prepared in Official Record Book 401, Page 1794, of the Defiance County Recorder's Office, and lying on the left side of the centerline of right-of-way for State Route 15 as shown on DEF-SR15 (RALSTON AVE.)-13.58 right of way plans on file at the Ohio Department of Transportation, at Lima, Ohio, being more particularly described as follows:

Commencing at the intersection of the South line of said Southwest Quarter of Section 14, with the East line of said Southwest Quarter of Section 14, said point of intersection being marked with a found 5/8" iron pin;

Thence in a northerly direction along said East line of the Southwest Quarter of Section 14, **North 00 degrees, 08 minutes, 08 seconds East**, a distance of **71.88 feet** to the intersection of said centerline of right of way of State Route 15, (Station 725+85.64, 0.00 feet left, State Route 15);

Thence **North 51 degrees, 14 minutes, 32 seconds West** along said centerline of right of way of State Route 15, a distance of **1061.71 feet** to a point, (Station 715+23.93, 0.00 feet left, State Route 15);

Thence **North 38 degrees, 45 minutes, 28 seconds East**, a distance of **30.00 feet** to the intersection of the northerly existing right of way line of State Route 15, said point of

EXHIBIT A

intersection being the TRUE POINT OF BEGINNING, (Station 715+23.93, 30.00 feet left, State Route 15);

1. Thence **North 38 degrees, 45 minutes, 28 seconds East**, along the East line of a parcel of land deeded to Richard C. & Marilyn L. Richard in Official Record Book 219, Page 560, Defiance County Recorder's Office, a distance of **10.00 feet** to the intersection of the northerly proposed right of way line of State Route 15, said point of intersection being marked with a set capped iron rebar, (Station 715+23.93, 40.00 feet left, State Route 15);

The following four courses follow on and along the northerly proposed right of way line of State Route 15:

2. Thence **South 51 degrees, 14 minutes, 32 seconds East**, a distance of **36.07 feet**, to a point, said point being marked with a set capped iron rebar, (Station 715+60.00, 40.00 feet left, State Route 15);
3. Thence **South 77 degrees, 48 minutes, 30 seconds East**, a distance of **11.18 feet** to a point, said point being marked with a set capped iron rebar, (Station 715+70.00, 45.00 feet left, State Route 15);
4. Thence **North 83 degrees, 45 minutes, 29 seconds East**, a distance of **14.14 feet** to a point, said point being marked with a set capped iron rebar, (Station 715+80.00, 55.00 feet left, State Route 15);
5. Thence **North 51 degrees, 43 minutes, 57 seconds East**, a distance of **41.05 feet**, to the intersection of the westerly existing right of way line of Anthony Wayne Boulevard, said point of intersection being marked with a set capped iron rebar, (Station 715+89.22, 95.00 feet left, State Route 15);
6. Thence **South 38 degrees, 45 minutes, 28 seconds West** along said westerly existing right of way line of Anthony Wayne Boulevard, a distance of **65.00 feet** to said northerly existing right of way line of State Route 15, (Station 715+89.22, 30.00 feet left, State Route 15);
7. Thence **North 51 degrees, 14 minutes, 32 seconds West**, along said northerly existing right of way line of State Route 15, a distance of **65.29 feet** to the TRUE POINT OF BEGINNING.

EXHIBIT A

LPA RX 851 WD

Rev. 06/09

The above described parcel contains gross take of 0.025 acres, more or less, of which 0.000 acres is present road occupied, leaving a net take of 0.025 acres, more or less, subject to all legal easements and rights of way.

The above described area is part of currently assigned Defiance County Auditor's Parcel Number I02-0118-0-008-00.

The basis of bearings used are relative to Ohio County Coordinate System-Defiance County, as established by G.P.S. observations in March 2024.

Stations and offsets referred to herein are relative to the centerline of right of way of State Route 15 as shown on ODOT Right of Way Plan DEF-SR15 (RALSTON AVE.)-13.58.

This description was written by Daniel Kaiser, Professional Surveyor, #7973 and reviewed by Anthony Garcia, Professional Surveyor, #8112, Garcia Surveyors, Inc. in October, 2024.

All references to "a set capped iron rebar" are 3/4" diameter x 30" long iron rebars with a 2" diameter aluminum cap stamped "ODOT R/W, P.S.#7973, Garcia Surveyors".



Daniel C. Kaiser
Professional Surveyor #7973
Garcia Surveyors, Inc.
15-WD

02/04/2025

Date



Legal Description Approved

Date: 2-4-2025 By: MARY WILLITZER

Defiance County Engineer
Tax Map Department

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 927.04 OF THE CODIFIED ORDINANCES OF THE CITY OF DEFIANCE, OHIO

WHEREAS, the City operates under a National Pollutant Discharge Elimination System ("NPDES") permit issued by the Ohio Environmental Protection Agency ("OEPA") for discharges of certain pollutants into the waters of the United States; and,

WHEREAS, Council desires to update M.C.O. §927.04 regarding prohibited discharges to align the Codified Ordinances to the NPDES permit;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: Section 927.04 of the Codified Ordinances of Defiance, Ohio is hereby amended to provide (deleted text stricken, newly added text underlined):

927.04 PROHIBITED DISCHARGES.

(a) Except as provided in subsection (d) hereof, the discharge of any substance or material other than uncontaminated storm water to the MS4 is prohibited.

(b) No person shall purposely, knowingly, recklessly or negligently cause or permit any substance or material to be discharged from land over which that person has control to the MS4 in violation of this Section.

(c) The occurrence of any discharge prohibited by this Section is declared to be a public nuisance and shall be abated in accordance with the provisions of this Chapter or, at the City Administrator's election, in accordance with general laws and Ordinances pertaining to the abatement of nuisances. The City Law Director is authorized to commence such legal proceedings as may be appropriate to abate such nuisances.

(d) Overflow to storm drains, ditches and other MS4 facilities for the conveyance of surface water and infiltration of subsurface MS4 facilities by the following substances is permitted by these Regulations and shall not be deemed a public nuisance:

(1) Uncontaminated potable water released from the municipal water distribution system or other source of potable water;

(2) Water derived from the occurrence of natural processes including: surface and subsurface flows within riparian habitats and wetlands, rising ground water and water emanating from natural springs;

(3) Uncontaminated stream flows diverted from a natural or human made water course provided all required permits are obtained prior to excavation or placement of fill;

(4) Uncontaminated pumped ground water;

(5) ~~Water employed in fire fighting activities~~Discharges or flows from firefighting activities other than planned exercises;

(6) Water emanating from foundation or footing drains and crawl space dewatering pumps other than active groundwater dewatering systems;

(7) Air conditioning condensate that is unmixed with water from a cooling tower, emissions scrubber or other source of pollutants;

(8) Water runoff resulting from the use of potable water, pumped ground water or pumped river water for landscape irrigation, individual residential car washing or car wash fundraisers for charitable purposes;

(9) Dechlorinated, dibrominated, or desalinated swimming pool discharges;

(10) Water colored by dyes introduced to evaluate flows through a plumbing system provided written notice of the discharger's intent to conduct dye testing is filed with the City Administrator prior to commencement of the tests;

(11) Water, contaminated water or other substance or material that is discharged in full compliance with all requirements of an NPDES permit, permit waiver or discharge order issued to the discharger by the Environmental Protection Agency provided that any discharge to a facility owned, operated or maintained by the municipally is approved in writing by the City Administrator prior to use of that facility;

(12) Any discharge of non-storm water for which the City Administrator has granted written authorization, provided the discharge is in full compliance with all requirements of the authorization. The City Administrator shall not authorize the discharge of any substance other than water or of water that is contaminated or that emanates from a source containing pollutants in the absence of a finding that

immediate discharge of the contaminated or potentially contaminated water or other substance is necessary to protect public health or public safety.

Section 2: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 3: This Ordinance shall be effective on the earliest date permitted by law.

Passed: _____, 2026 _____
President of Council

Attest: _____, Clerk

Approved: _____, 2026 _____
Mayor

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 1174 OF THE CODIFIED ORDINANCES OF THE CITY OF DEFIANCE, OHIO

WHEREAS, the City storm water management regulations for developments are contained in Chapter 1174 of the Codified Ordinances of Defiance, Ohio; and,

WHEREAS, the City operates under a National Pollutant Discharge Elimination System ("NPDES") permit issued by the Ohio Environmental Protection Agency ("OEPA") for discharges of certain pollutants into the waters of the United States; and,

WHEREAS, Council desires to update certain sections of Chapter 1174 to align with the requirements of the NPDES permit;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: The identified sections of Chapter 1174 of the Codified Ordinances of the City of Defiance, Ohio are hereby amended to provide (deleted text stricken, newly added text underlined):

1174.03 EXEMPTIONS.

Chapter 1174 Storm Water Management Regulations does not apply to:

(a) Land disturbing activities related to producing agricultural crops or silviculture operations regulated by the Ohio Agricultural Sediment Pollution Abatement Rules (OAC 1501: 15-3-01 to 1501: 15-3-09) and existing at the time of passage of this regulation.

(b) Mining operations regulated by ORC Chapter 1513 and existing at the time of passage of this regulation.

(c) Surface mining operations regulated by ORC Chapter 1514 and existing at the time of passage of this regulation.

~~—(d) Construction activities that do not include the installation of any impervious surface (e.g., soccer fields), abandoned mine reclamation activities regulated by the Ohio Department of Natural Resources, stream and wetland restoration activities, and wetland mitigation activities.~~

~~—(e) Linear construction projects, (e.g., pipeline or utility line installation), which do not result in the installation of impervious surface and are independent of other construction projects (e.g., not part of a larger common plan of development or sale). However, linear construction projects must be designed to minimize the number of stream crossings and the width of disturbance and achieve final stabilization of the disturbed area as defined in Chapter 1185 Definitions.~~

~~(f)(d)~~ Transportation projects that are subject to industry specific Ohio EPA rules...

1174.09 POST-CONSTRUCTION PLAN.

In order to control post-construction water quality damage and damage to public and private lands, the owner of each development area shall be responsible for developing a post-construction plan as part of the Comprehensive Storm Water Management Plan. The detailed requirements of the post-construction plan can be found in the City of Defiance Engineering Handbook.

(a) This plan will be combined with the construction site plan and the riparian/wetland setback plans that are also developed for the site.

(b) This plan will contain a description of controls appropriate for each construction operation covered by these regulations, and the operator will implement such controls in a timely manner.

(c) The BMPs used to satisfy the conditions of these regulations shall meet the standards and specifications in the current edition of the Ohio Rain Water and Land Development manual or other manual that is acceptable to the City Engineer.

(d) The plan must make use of the practices that preserve the existing natural condition to the MEP.

(e) To meet the post-construction requirements of this regulation, the post-construction water quality plan must contain a description of the post-construction BMPs that will be installed during construction for the site and the rationale for their selection. The rationale must address the anticipated impacts on the channel and flood plain morphology, hydrology, and water quality.

(f) Structural post-construction BMPs cannot be installed within state surface water (e.g., wetland or stream) unless it is authorized by a Clean Water Act Section 401 water quality certification and/or Clean Water Act Section 404 Permit.

(g) This plan will identify the person or entity responsible for continued maintenance of all vegetative and/or mechanical BMPs for both the construction and post-construction phases of the development.

(h) Long-term maintenance requirements and schedules of all BMPs for both the construction and post-construction phases of the development will be provided as a stand-alone document to the post-construction operator and the City.

(1) This plan will contain long-term maintenance inspection schedules, including the printed name and contact point of the post-construction landowner (e.g., president of the homeowners association, store manager, apartment complex manager, etc.).

(2) This plan will identify the person or entity that will serve as the post-construction operator who will be financially responsible for maintaining the perpetual inspection and maintenance of permanent storm water conveyance and storage structures and other conservation practices.

(3) The method of ensuring that funding will be available to conduct the long-term maintenance and inspections of all permanent storm water, soil erosion and sediment control and water quality practices will be identified.

(4) Maintenance plans must ensure that pollutants collected within structural post-construction practices, be disposed of in accordance with local, state, and federal regulations.

(5) Maintenance plans must include legally binding perpetual maintenance easements and agreements. Easement documents must provide for community access.

(6) Detailed requirements for post-construction plans are found in the City of Defiance Storm Water Management standards. These standards are found in the Engineering Handbook.

(i) Chapter 1174.09 Post-Construction Regulations do not apply to:

(1) Construction activities that do not include the installation of any impervious surface (e.g., soccer fields), abandoned mine reclamation activities regulated by the Ohio Department of Natural Resources, stream and wetland restoration activities, and wetland mitigation activities.

(2) Linear construction projects, (e.g., pipeline or utility line installation), which do not result in the installation of impervious surface and are independent of other construction projects (e.g., not part of a larger common plan of development or sale). However, linear construction projects must be designed to minimize the number of stream crossings and the width of disturbance and achieve final stabilization of the disturbed area as defined in Chapter 1185 Definitions.

(3) Transportation projects that are subject to industry specific Ohio EPA rules...

Section 2: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 3: This Ordinance shall be effective on the earliest date permitted by law.

Passed: _____, 2026

President of Council

Attest: _____, Clerk

Approved: _____, 2026

Mayor

Ordinance No. _____

AN ORDINANCE CONSENTING TO THE SLOPE REPAIR IMPROVEMENTS ALONG STATE ROUTE 66 SOUTH OF THE AUGLAIZE RIVER AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Department of Transportation ("ODOT") plans to complete a slope repair project along State Route 66 south of the Auglaize River; and,

WHEREAS, the entire project lies within the municipal boundaries; and,

WHEREAS, the State of Ohio will bear the financial responsibility for one hundred percent (100%) of the project costs;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: Council finds that the project is within the public interest and gives consent to the Director of Transportation to complete the above-described project within its boundaries.

Section 2. Cooperation Statement: The City shall cooperate with the Director of Transportation in the above-described project as follows:

ODOT and the Federal Highway Administration ("FHWA") shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event that the City requests certain features or appurtenances to be included within the State highway improvement project's design and/or construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, Council shall contribute 100% of the cost of those items.

Section 3. Utilities & Rights-of-Way Statement: Council agrees that all right-of-way required (if applicable) for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Council also understands that right-of-way costs include eligible utility costs.

Council agrees that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR 65 and the ODOT Utilities Manual.

Section 4. Maintenance: Upon completion of the project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S. Code, Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 5. Authority to Sign Agreements: The City Administrator is hereby empowered on behalf of the City to enter into agreements with the Director of Transportation necessary to complete the above-described project.

Section 6: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 7: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that Council desires to expedite these highway improvements and enter into the proposed consent agreement with ODOT **no later than the February 11, 2026 deadline**. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: _____, 2026 _____
President of Council

Votes in Favor of Adoption: _____
Votes Opposed to Adoption: _____

Attest: _____, Clerk

Approved: _____, 2026 _____
Mayor

Ordinance No. _____

AN ORDINANCE CONSENTING TO AMENDMENTS TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEFIANCE, OHIO AND LOCAL 166, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO AND DECLARING AN EMERGENCY

WHEREAS, Council previously approved collective bargaining agreements between the City and Local 166, International Union of Police Associations for both the patrolmen and the sergeants and lieutenants in late 2023 and early 2024, respectively; and,

WHEREAS, the City, at the recommendation of the Chief of Police, desires to experiment with the implementation of twelve-hour shifts for officers to improve operations and efficiency; and,

WHEREAS, Council recognizes that longer shifts will facilitate more responsive service and improved continuity of investigations and will result in fewer shift changes throughout the twenty-four-hour period; and,

WHEREAS, the change from an eight-hour shift schedule to a twelve-hour shift schedule necessitates amendments to the collective bargaining agreement that include adjustments for such benefits; and,

WHEREAS, Council finds the amendments necessary to preserve workforce morale and efficiency for both the City and officers;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: The City Administrator is directed to execute the proposed Memorandum of Understanding Regarding the Collective Bargaining Agreement attached hereto as "Exhibit A."

Section 2: The proposed amendments to the collective bargaining agreement between the City of Defiance, Ohio and Local 166, International Union of Police Associations, AFL-CIO that are contained in the Memorandum of Understanding are hereby ratified, confirmed, and made a part of the original agreement.

Section 3: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 4: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that the immediate implementation of the new shift schedule will benefit public safety. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: _____, 2026

President of Council

Votes in Favor of Adoption: _____

Votes Opposed to Adoption: _____

Attest: _____, Clerk

Approved: _____, 2026

Mayor

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), between the City of Defiance and Defiance Police Officers Association DPOA, reflects the agreed upon changes to the Collective Bargaining Agreement for the period of January 10, 2026 to August 1, 2026. These changes are to accommodate the Police Division in implementing a 12-hour shift schedule trial run. After the trial run is complete, the DPOA members will vote to continue the new shift schedule or to discontinue it. After the trial run, the City of Defiance reserves the right to discontinue this MOU at its discretion. This MOU only pertains to officers and supervisors while they are working in a road patrol unit capacity.

Commented [SO1]: We can use the term "police department" colloquially, but a department has real meaning in our charter and ordinances, such as who can hear a grievance and how that official must be appointed with the advice and consent of City Council. I would recommend using "Police Division" in official documents.

Below are the changes made in RED:

Commented [SO2]: Do detectives work a separate shift schedule?

The wording "working days" or anything referring to days worked, will be defined as 12 hours for the duration of this MOU.

Section 17.7: Conditional Sick Leave Days: Bargaining Unit employees may elect to use two (2) days, in lieu of sick leave, of absence with pay. Each conditional sick leave day will be paid at the employee's regular base hourly rate up to a maximum of TWELVE (12) hours pay each leave day. This leave shall be deducted from the employee's accumulated but unused sick leave on a per hour basis. Employees who have over five hundred (500) hours of accumulated but unused sick leave may elect to use one (1) additional day of absence with pay. In addition to the two days listed above for a total of three (3) days. Employees shall schedule the above conditional sick leave days in the same manner as required for comp. scheduling.

Section 25.1: Except in case of necessary appearances in court and emergency special duty assignments, a day's work shall consist of TWELVE (12) continuous hours with a thirty (30) minute lunch period, scheduled upon the approval of the Shift Commander, and a PAY-PERIOD of work shall consist of EIGHTY (80) hours Consisting of six twelve (12) hour shifts and one eight-hour shift each pay period. There will be two (2) shifts per day designated as "Day Shift" starting at 7 a.m. and "Night Shift" starting at 7 p.m.

Commented [MF3]: This doesn't account for the 8 hour shift.

Section 25.9: The daylight savings time (DST) period in the U.S. begins each year on the second Sunday in March, when clocks are set forward by one (1) hour. They are turned back by one (1) 53 hour to standard time on the first Sunday in November as DST ends. Officers working in the fall and working on MIDNIGHT shift where the time falls back and returns to standard time shall be compensated for the additional one (1) hour of actual work at the normal overtime rate.

Officers on **MIDNIGHT** shift working in the spring when the clock springs forward by one (1) hour for daylight savings time (DST) shall be compensated for the full **TWELVE (12)** hours of their shift even though the actual hours worked are only **ELEVEN (11)** hours.

Section 26.1: Vacation, holidays and sick time shall be counted as hours worked in the calculation of overtime. Compensatory time will not count towards hours worked in the calculation of overtime. All work performed in excess of the regular **TWELVE (12) or eight (8)** hour work day or 80 hours in a bi-weekly pay period shall be overtime and shall be compensated at the rate of time and one-half (1-1/2) of the employee's regular rate of pay, except in cases where the employee is required to double back when changing shifts, or a third shift officer's shift is moved to accommodate training, in which case the employee may be required to report back on the same day and is not entitled to overtime pay for such doubling back. When an employee is required to report back to work at a time not contiguous to their regularly scheduled **TWELVE (12)** hour workday, thus necessitating additional travel to and from work, they shall be guaranteed a minimum of three (3) hours pay at the overtime rate. "Contiguous to shift" shall be defined as a period of time not anticipated to exceed three (3) hours at the beginning or end of an officer's shift.

Section 26.2: All Bargaining Unit employees shall be eligible for overtime pay at the rate of two (2) times their base rate of pay for the following:

1. All hours worked in an overtime status during their regularly scheduled **LAST DAY OFF**, following completion of the standard work week
2. **WHEN AN OFFICER IS ON THEIR ON CALL WEEK AND IS CALLED IN TO WORK ON ANY DAY OFF.**
3. In the event an employee is offered work on their regularly scheduled first off duty day and refuses the work, all hours worked in an overtime status during the regularly scheduled second off duty day shall be at the rate of time and one-half (1-1/2) the base rate of pay.

Section 26.3: Call In Procedure: The following shall be the procedure for filling shift overtime requirements:

A. When the overtime shift is for **TWELVE (12)** hours:

- 1 Offer **TWELVE (12)** hours to all qualified officers by seniority, who are assigned to the affected shift and on a day off.
- 2 Offer **TWELVE (12)** hours to all qualified officers, from any shift, who are on a day-off except that if a lieutenant is already scheduled for the affected shift, it will be offered to lieutenants last.

3 Offer SIX (6) hours to all qualified officers by seniority, from affected shift, who are off duty that day. THE OFFICER WITH MOST SENIORITY WILL HAVE FIRST CHOOSING BETWEEN THE TWO (2) SIX (6) HOUR BLOCKS.

4 Offer SIX (6) hours to all qualified officers by seniority, from any shift, who are off duty that day. THE OFFICER WITH MOST SENIORITY WILL HAVE FIRST CHOOSING BETWEEN THE TWO (2) SIX (6) HOUR BLOCKS.

5 If no qualified officers accept the overtime, the City shall assign TWELVE (12) HOURS to the qualified officer WHO IS ON CALL DURING THAT WEEK ~~from the preceding shift and four (4) hours to qualified officers from the contiguous shift, by reverse seniority, that are on scheduled work days. Any officer who worked the four (4) hour block of shift overtime prior to their scheduled work shift may not be forced to work overtime on the following shift unless an emergency situation is declared.~~

It is known that a mandatory 16-hour day could be possible if an officer is held over onto the following shift for four (4) hours and contact is not made with anyone to fill the last half of the shorted shift.

B. When the overtime shift is for less than TWELVE (12) hours but FOUR (4) hours or more:

1. Offer the time to all qualified officers, by seniority, who are assigned to the affected shift and on a day off.
2. Offer the time to all qualified officers, from any shift, who are on a day off.
- ~~3. Offer the time to all qualified officers by seniority, from any shift, who are on duty that day.~~
3. If no qualified officers accept the overtime the City shall assign the block of overtime to qualified officers, ~~by reverse seniority,~~ WHO IS ON CALL DURING THAT WEEK.

C. When the overtime shift is less than FOUR (4) hours:

1. Offer the block of overtime to qualified officers on the contiguous shift.
2. The City shall assign the block of overtime, by reverse seniority, to officers on the shift contiguous to the overtime.

Section 26.4: When one Lieutenant is already scheduled for a shift then the call out procedure shall be as follows:

1. Offer TWELVE (12) to all qualified officers below the rank of Lieutenant by seniority, who are assigned to the affected shift and on a day off.

2. Offer **TWELVE (12)** hours to all qualified officers below the rank of Lieutenant by seniority, from any shift who are on a day off.
3. Offer **TWELVE (12)** hours to the Lieutenant on their day off.
4. Offer **SIX (6)** hours to all qualified officers including Lieutenants by seniority, from any shift, who are on duty that day.

Article 27: Employees who are required to return to make Court appearances at a time not contiguous to the beginning or end of their shift, shall be paid a minimum of three (3) hours at time and one-half (1 1/2) their regular hourly rate for such required Court appearances. Unless the Employee is notified of a cancellation by midnight the night before the court date, the employee will receive the three (3) hours of compensation. In the event the employee is held beyond the guaranteed minimum three (3) hour period, employee shall be compensated at time and one-half (1-1/2) to the nearest quarter (1/4) hour for the period of time their presence is required by the Court. In the event the Officer is working the **7:00** p.m. to 7:00 a.m. shift, and spends more than five (5) hours in Court, employee shall not be required to report to work if scheduled for that same day. However, the time will be charged against their sick leave and they must notify the Watch Commander.

Section 42.2: Shift Differential

In addition to the above listed wages, ~~officers shall be compensated an additional \$0.50 per hour when working the "afternoon shift"~~. Officers working the **NIGHT SHIFT** shall be compensated an additional **\$0.50** per hour. Officers working the "swing shift" and officers working the "MAN Unit" will be compensated an additional **\$0.50** per hour.

Section 42.3: On Call Pay

2. EACH SHIFT (DAY SHIFT A & B, NIGHT SHIFT A & B) SHALL HAVE A WEEKLY ROTATING ON CALL LIST FOR OFFICERS. THE LIST SHALL START BY REVERSE SENIORITY. THE ON CALL LIST WILL BE USED TO CALL OFFICERS IN ON THEIR DAY OFF, TO COVER THEIR ASSIGNED SHIFT, WHEN THE SHIFT GOES BELOW MINIMUM STAFFING. THEY WILL ONLY BE CALLED IN AFTER AN OT CALL OUT IS DONE AND NO ONE ACCEPTS THE OT. WHEN AN OFFICER IS ON AN ON-CALL WEEK, THEY WILL BE COMPENSATED \$100 FOR THAT WEEK.

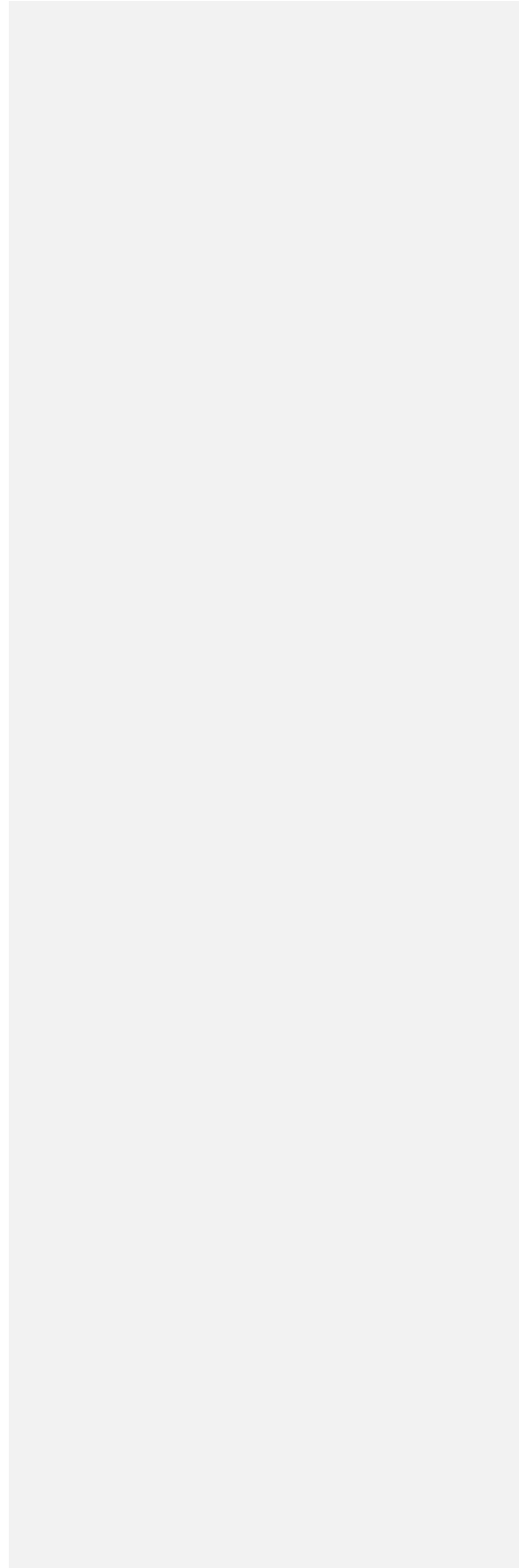
Ryan Mack

City of Defiance Administrator

Exhibit A

Francis Herbert
Chief of Defiance Police Division

Sgt. Kevin Benbow
President of DPOA Local 166



Ordinance No. _____

AN ORDINANCE AUTHORIZING A CONTRACT FOR THE MONITORING AND DATA MANAGEMENT OF FLOW METERS AND DECLARING AN EMERGENCY

WHEREAS, the City contracted with Xylem Vue to install data collection equipment at outflows along the rivers that detect the volume and frequency of combined sewer overflows in prior years in order to comply with the Consent Order with the Ohio Environmental Protection Agency ("OEPA"); and,

WHEREAS, the City currently has sensors and flow meters at twelve (12) sites throughout the sewer system; and,

WHEREAS, this equipment requires continued monitoring services and maintenance in order to provide accurate information to the City Water Pollution Control Division; and,

WHEREAS, real time reports from this system will aid the City Administration in compliance efforts with the Ohio Environmental Protection Agency ("OEPA") in the Integrated Watershed Improvement Plan; and,

WHEREAS, Council finds that this expenditure may prevent the City from incurring additional penalties from the OEPA or from the court overseeing the plan;

Now therefore, be it enacted by the Council of the Municipality of Defiance, Ohio, that:

Section 1: The City Administrator is directed to execute and renew the "Defiance 2026 Real Time Monitoring Contract" with Xylem Vue to provide monitoring and data management services, including system upgrades and annual battery replacement and sensor services, described by the October 2, 2025 quote and on file in the office of the Water Pollution Control Superintendent at the quoted price of \$75,850.00.

Section 2: The Finance Director shall pay the contract price from Section 1 from appropriated funds allocated by expenditure from Line 589-540-52-977050 of the 2026 annual budget.

Section 3: It is found and determined that all legislative actions pertaining to the adoption of this Ordinance were taken in Public Session and that all deliberations that affected or influenced any such legislative act, including all deliberations in Committee, were conducted in Public Session or in Executive Session duly convened in accordance with law.

Section 4: This Ordinance is declared to be an emergency measure necessary to preserve the health, safety, or welfare of the community for the reason that the ongoing Consent Order requires continuous monitoring of these locations and the contract period began on January 1, 2026 and runs through December 31, 2026. As such, this Ordinance shall be effective immediately upon passage by an affirmative vote of not less than five (5) Members of Council and approval of the Mayor.

Passed: _____, 2026

President of Council

Votes in Favor of Adoption: _____

Votes Opposed to Adoption: _____

Attest: _____, Clerk

Approved: _____, 2026

Mayor