

9A

City of  
**MAUMEE**



**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick Burtch, City Administrator  
**DATE:** September 12, 2023  
**SUBJECT:** Arrowhead Business Park Signs

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**Recommendation:**

*Authorize the City Administrator to enter into and execute a contract to update Arrowhead Business Park signage in the amount of \$50,000 towards the overall cost.*

*Note: The overall cost is \$126,445 and our contribution is \$50,000.*

COPY

Monument Sign: Internally Illuminated, Single Sided

**SIGN A**  
**HOLLAND @ DUSSEL**

- (1) SINGLE SIDED 2'-8" TALL x 8'-3" WIDE x 8" DEEP SIGN CABINET
- SIGN CABINET PAINTED TO MATCH SHERWIN WILLIAMS SW 7066 (GRAY MATTERS)
- DISCONNECT SWITCH TO BE LOCATED ON BACK SIDE OF MASONRY BASE
- "A" LOGO AND "ARROWHEAD PARK" LETTERING TO BE INTERNALLY ILLUMINATED, CLEAR ACRYLIC PUSH-THRU LETTERS WITH 1/2" REVEAL.
- TRANSLUCENT VINYL TO BE ADDED FIRST SURFACE TO "A" LOGO (PMS #1375C YELLOW).
- OPAQUE BLACK VINYL TO BE ADDED FIRST SURFACE TO "ARROWHEAD PARK" LETTERING.
- BLACK VINYL APPLIED FIRST SURFACE AS SHOWN FOR "A MAUMEE BUSINESS COMMUNITY"

\*\*\*\* SYSTEM INCLUDES (1) SINGLE SIDED 2'-5" TALL x 8'-3" WIDE x 8" DEEP WATCHFIRE BRAND ELECTRONIC MESSAGE CENTER. MESSAGE CENTER TO INCLUDE CELLULAR COMMUNICATION, FULL COLOR CAPABILITIES, AND 16mm LED RESOLUTION.



6525 ANGOLA RD.  
 HOLLAND, OHIO 43528  
 PHONE: (419) 866-1666

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Customer:	ARROWHEAD PARK	Date:	5/20/23	Page 1
Location:	HOLLAND @ DUSSEL	File Name:	ARROWHEAD PARK MNMNTS 2023	
Client Approval:		Title:		Date:

Monument Sign: Internally Illuminated, Double Sided

**SIGN B**  
**DUSSEL @ ARROWHEAD**  
**(NEW FOOTER)**

- (1) DOUBLE SIDED 2'-8" TALL x 8'-3" WIDE x 18" DEEP SIGN CABINET
- SIGN CABINET PAINTED TO MATCH SHERWIN WILLIAMS SW 7066 (GRAY MATTERS)
- DISCONNECT SWITCH TO BE LOCATED ON BACK SIDE OF MASONRY BASE
- "A" LOGO AND "ARROWHEAD PARK" LETTERING TO BE INTERNALLY ILLUMINATED, CLEAR ACRYLIC PUSH-THRU LETTERS WITH 1/2" REVEAL.
- TRANSLUCENT VINYL TO BE ADDED FIRST SURFACE TO "A" LOGO (PMS #1375C YELLOW).
- OPAQUE BLACK VINYL TO BE ADDED FIRST SURFACE TO "ARROWHEAD PARK" LETTERING.
- BLACK VINYL APPLIED FIRST SURFACE AS SHOWN FOR "A MAUMEE BUSINESS COMMUNITY"

\*\*\* SYSTEM INCLUDES (2) SINGLE SIDED 2'-5" TALL x 8'-3" WIDE x 5" DEEP WATCHFIRE BRAND ELECTRONIC MESSAGE CENTERS (BACK TO BACK), MESSAGE CENTERS TO INCLUDE CELLULAR COMMUNICATION, FULL COLOR CAPABILITIES, AND 16mm LED RESOLUTION.



(BACK SIDE VIEW)



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Customer:	ARROWHEAD PARK	Date:	5/20/23	Page 2	
Location:	DUSSEL @ ARROWHEAD	File Name:	ARROWHEAD PARK MNMNTS 2023		
Client Approval:	_____	Title:	_____	Date:	_____

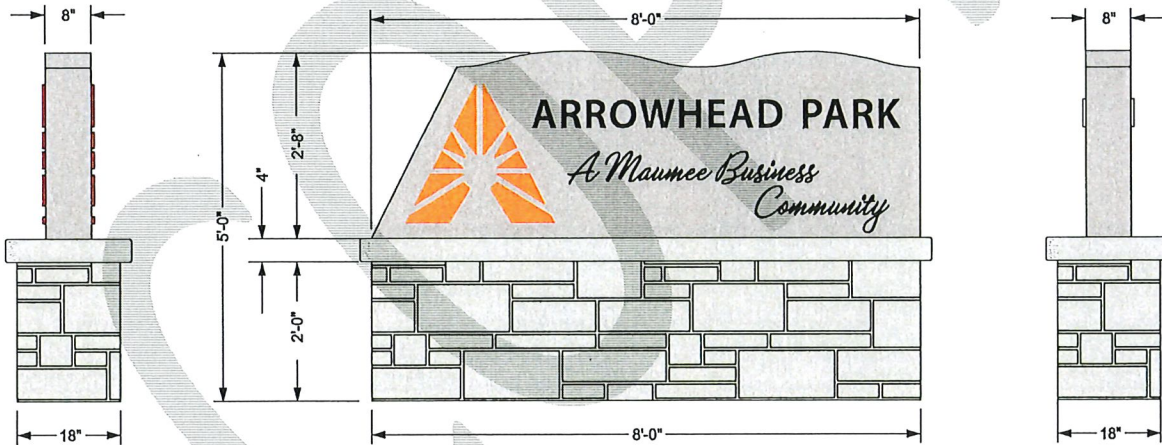
Monument Sign: Internally Illuminated, Double Sided

**SIGN C**  
**MANLEY @ TIMBERLINE**

- (1) DOUBLE SIDED 2'-8" TALL x 8'-0" WIDE x 8" DEEP SIGN CABINET
- SIGN CABINET PAINTED TO MATCH SHERWIN WILLIAMS SW 7066 (GRAY MATTERS)
- DISCONNECT SWITCH TO BE LOCATED ON BACK SIDE OF MASONRY BASE
- "A" LOGO AND "ARROWHEAD PARK" LETTERING TO BE INTERNALLY ILLUMINATED, CLEAR ACRYLIC PUSH-THRU LETTERS WITH 1/2" REVEAL.
- TRANSLUCENT VINYL TO BE ADDED FIRST SURFACE TO "A" LOGO (PMS #1375C YELLOW).
- OPAQUE BLACK VINYL TO BE ADDED FIRST SURFACE TO "ARROWHEAD PARK" LETTERING.
- BLACK VINYL APPLIED FIRST SURFACE AS SHOWN FOR "A MAUMEE BUSINESS COMMUNITY"



(BACK SIDE VIEW)



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Customer: ARROWHEAD PARK	Date: 5/20/23	Page 3
Location: MANLEY @ TIMBERLINE	File Name: ARROWHEAD PARK MNMNTS 2023	
Client Approval: _____	Title: _____	Date: _____

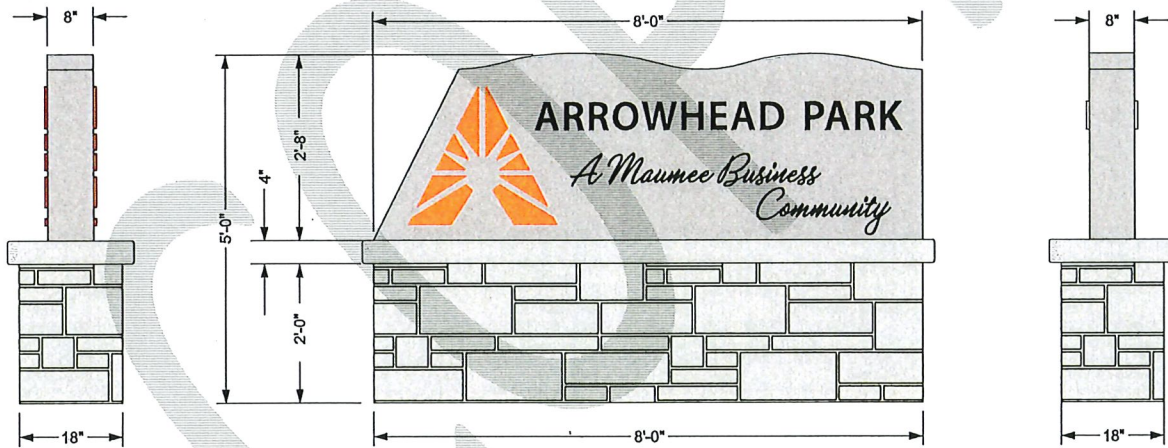
Monument Sign: Internally Illuminated, Double Sided

**SIGN D**  
**FORD STREET @ CHARLIE'S DODGE**

- (1) DOUBLE SIDED 2'-8" TALL x 8'-0" WIDE x 8" DEEP SIGN CABINET
- SIGN CABINET PAINTED TO MATCH SHERWIN WILLIAMS SW 7066 (GRAY MATTERS)
- DISCONNECT SWITCH TO BE LOCATED ON BACK SIDE OF MASONRY BASE
- "A" LOGO AND "ARROWHEAD PARK" LETTERING TO BE INTERNALLY ILLUMINATED, CLEAR ACRYLIC PUSH-THRU LETTERS WITH 1/2" REVEAL.
- TRANSLUCENT VINYL TO BE ADDED FIRST SURFACE TO "A" LOGO (PMS #1375C YELLOW).
- OPAQUE BLACK VINYL TO BE ADDED FIRST SURFACE TO "ARROWHEAD PARK" LETTERING.
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(BACK SIDE VIEW)



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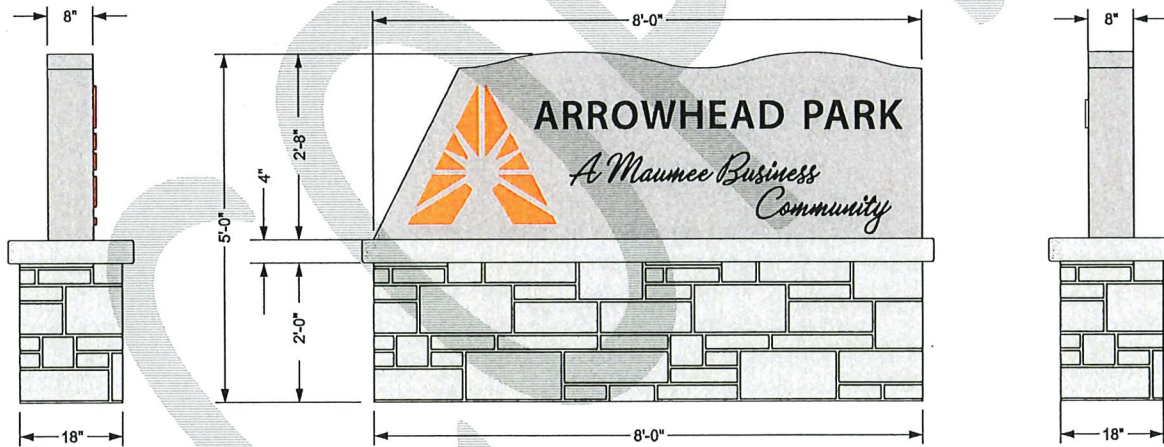
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Customer:	ARROWHEAD PARK	Date:	5/20/23	Page 4
Location:	FORD STREET @ CHARLIE'S DODGE	File Name:	ARROWHEAD PARK MNMNTS 2023	
Client Approval:		Title:		Date:

Monument Sign: Internally Illuminated, Single Sided

**SIGN E**  
**HICKORY POINTE @ HOLLAND**

- (1) SINGLE SIDED 2'-8" TALL x 8'-0" WIDE x 8" DEEP SIGN CABINET
- SIGN CABINET PAINTED TO MATCH SHERWIN WILLIAMS SW 7066 (GRAY MATTERS)
- DISCONNECT SWITCH TO BE LOCATED ON BACK SIDE OF MASONRY BASE
- "A" LOGO AND "ARROWHEAD PARK" LETTERING TO BE INTERNALLY ILLUMINATED, CLEAR ACRYLIC PUSH-THRU LETTERS WITH 1/2" REVEAL.
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Customer:	ARROWHEAD PARK	Date:	5/20/23	Page 5
Location:	HICKORY POINTE @ HOLLAND	File Name:	ARROWHEAD PARK MNMNTS 2023	
Client Approval:		Title:		Date:



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**Proposal and Purchase Contract**

*THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL*

CUSTOMER: ARROWHEAD PARK ASSOCIATION 1755 INDIAN WOOD CIRCLE SUITE 400 MAUMEE, OHIO 43537	PROPOSAL / JOB SITE: ARROWHEAD PARK DUSSEL @ HOLLAND MAUMEE, OHIO 43537  <p style="text-align: center;"><b>New Digital Monument Sign</b></p>
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Proposal Date	5/20/2023	Drawing #	ARROWHEAD	Proposal #	1018P5	Sales Executive	G. Neil Jeakle
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THIS PROPOSAL AND PURCHASE CONTRACT IS SUBJECT TO THE WARRANTIES, WARRANTY DISCLAIMER, TERMS AND CONDITIONS APPEARING HEREON, ON THE REVERSE SIDE HEREOF AND IN FINAL ORDER ACKNOWLEDGMENT, AND PURCHASER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON BRADY SIGN COMPANY. UNLESS EXPRESSLY CONSENTED TO IN WRITING IN EITHER THE PROPOSAL OR THE FINAL ORDER ACKNOWLEDGMENT. ANY CONFLICTING WARRANTIES, TERMS AND CONDITIONS IN ANY OF PURCHASER'S DOCUMENTS ARE SPECIFICALLY REJECTED BY BRADY SIGN COMPANY.

Item	Description	Amount
1	<p><b>Digital Monument Sign</b> - National to design, engineer, manufacture and install (1) new freestanding single sided monument sign featuring a 2' H x 8' W full-color Watchfire digital sign. Sign package includes a 32" H x 8'-3" W, UL listed, LED illuminated static sign cabinet with routed aluminum face and push-thru acrylic logo/letters. Sign package also includes the modification of (1) existing masonry base per approved renderings using new stone/brick veneer similar to Eden Valders Royal Chateau Tumbled, or equal, and a 4" thick sandstone or decorative concrete cap per approved rendering. All digital sign options include software, training and life-of-sign broadband cellular data plan for communication with sign. Stamped engineered drawings (if required) and staff time for permit procurement included in pricing as well. Electrical circuit to be to be provided by owner. See below for message center details:</p>	
sign A	<p>Watchfire Digital Sign - 16mm - HighBrightness Resolution - 2' x 8' LED Area</p> <p><i>*The proposed single-sided sign has a total connected load of 5 amps at 120v, single phase 3 wire.</i></p> <p><i>*Watchfire sign would need (1) of its own dedicated 120 volt, 20 amp, sign circuits to operate properly.</i></p> <p><i>*Watchfire warranties all digital sign parts for 5 years. National will warranty install labor for the first year.</i></p> <p><i>*It is the customers responsibility or the customer's licensed electrical contractors responsibility to properly size the overcurrent protection, the wire and conduit size taking into consideration a voltage drop that does not exceed 3%.</i></p> <p><i>Estimated Lead Time: 8 - 10 weeks. Commencement upon paid deposit, signed contract, finalized customer approved art work and zoning approval. Electrical service to sign is responsibility of project owner unless otherwise noted.</i></p>	\$ 31,350.00

Sub total from above	\$ 31,350.00
Sales tax percentage	7.75%
Sales tax	\$ 2,429.63
Total	\$ 33,779.63
Downpayment due at time of Order	\$ 16,889.00
Balance due upon completion of Contract	\$ 16,890.63



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CUSTOMER: ARROWHEAD PARK ASSOCIATION 1755 INDIAN WOOD CIRCLE SUITE 400 MAUMEE, OHIO 43537		PROPOSAL / JOB SITE: ARROWHEAD PARK DUSSEL @ ARROWHEAD MAUMEE, OHIO 43537  <b>New Digital Monument Sign</b>	
Proposal Date	5/20/2023	Drawing #	ARROWHEAD
Proposal #	1018P6-2	Sales Executive	G. Neil Jeakle

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Item	Description	Amount
1	<p><b>Digital Monument Sign</b> - National to design, engineer, manufacture and install (1) new freestanding double sided monument sign featuring a 2' H x 8' W full-color Watchfire digital sign. Sign package includes a 32" H x 8'-3" W, UL listed, LED illuminated static sign cabinet with routed aluminum faces and push-thru acrylic logo/letters. Sign package also includes the installation of a new foundation with proposed masonry base using new stone/brick veneer similar to Eden Valdres Royal Chateau Tumbled, or equal, and a 4" thick sandstone or decorative concrete cap per approved rendering. All digital sign options include software, training and life-of-sign broadband cellular data plan for communication with sign. Stamped engineered drawings (if required) and staff time for permit procurement included in pricing as well. Electrical circuits to be provided to new foundation location by owner (specific location of sign not known at time of proposal). See below for message center details:</p> <p>sign B Watchfire Digital Sign - 16mm - HighBrightness Resolution - 2' x 8' LED Area</p> <p><i>*The proposed double-sided sign has a total connected load of 10 amps at 120v, single phase 3 wire.</i></p> <p><i>*Watchfire sign would need (1) of its own dedicated 120 volt, 20 amp, sign circuits to operate properly.</i></p> <p><i>*Watchfire warranties all digital sign parts for 5 years. National will warranty install labor for the first year.</i></p> <p><i>*It is the customers responsibility or the customer's licensed electrical contractors responsibility to properly size the overcurrent protection, the wire and conduit size taking into consideration a voltage drop that does not exceed 3%.</i></p> <p><i>Estimated Lead Time: 8 - 10 weeks. Commencement upon paid deposit, signed contract, finalized customer approved art work and zoning approval. Electrical service to sign is responsibility of project owner unless otherwise noted.</i></p>	\$ 42,490.00

Sub total from above	\$ 42,490.00
Sales tax percentage	7.75%
Sales tax	\$ 3,292.98
<b>Total</b>	<b>\$ 45,782.98</b>
Downpayment due at time of Order	\$ 22,891.00
Balance due upon completion of Contract	\$ 22,891.98





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**Proposal and Purchase Contract**

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CUSTOMER: ARROWHEAD PARK ASSOCIATION 1755 INDIAN WOOD CIRCLE SUITE 400 MAUMEE, OHIO 43537		PROPOSAL / JOB SITE: ARROWHEAD PARK MANLEY @ TIMBERLINE MAUMEE, OHIO 43537  <b>New Monument Sign</b>	
Proposal Date	5/20/2023	Drawing #	ARROWHEAD
Proposal #	1018P4	Sales Executive	G. Neil Jeakle

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Item	Description	Amount
1	<p><b>Monument Sign</b> - National to design, engineer, manufacture and install (1) new freestanding double sided monument sign featuring a 32" H x 8'-0" W, UL listed, LED illuminated static sign cabinet with routed aluminum faces and push-thru acrylic logo/letters. Sign package also includes the modification of (1) existing masonry base per approved renderings using new stone/brick veneer similar to Eden Valdars Royal Chateau Tumbled, or equal, and a 4" thick sandstone or decorative concrete cap per approved rendering. Stamped engineered drawings (if required) and staff time for permit procurement included in pricing as well. Electrical circuit to be provided to existing foundation location by owner.</p>	
sign C	<p>Monument sign as proposed above:</p> <p><i>*The proposed double-sided sign has a total connected load of 2 amps at 120v, single phase 3 wire.</i></p> <p><i>*Monument sign would need (1) of its own dedicated 120 volt, 20 amp, sign circuits to operate properly.</i></p> <p><i>*National will warranty modifications to the monument sign for the first year after installation.</i></p> <p><i>*It is the customers responsibility or the customer's licensed electrical contractors responsibility to properly size the overcurrent protection, the wire and conduit size taking into consideration a voltage drop that does not exceed 3%.</i></p> <p><i>Estimated Lead Time: 8 - 10 weeks. Commencement upon paid deposit, signed contract, finalized customer approved art work and zoning approval. Electrical service to sign is responsibility of project owner unless otherwise noted.</i></p>	\$ 18,085.00

Sub total from above	\$ 18,085.00
Sales tax percentage	7.75%
Sales tax	\$ 1,401.59
<b>Total</b>	<b>\$ 19,486.59</b>
Downpayment due at time of Order	\$ 9,743.00
Balance due upon completion of Contract	\$ 9,743.59



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**Proposal and Purchase Contract**

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL

CUSTOMER: ARROWHEAD PARK ASSOCIATION 1755 INDIAN WOOD CIRCLE SUITE 400 MAUMEE, OHIO 43537		PROPOSAL / JOB SITE: ARROWHEAD PARK FORD ST. @ CHARLIE'S DODGE MAUMEE, OHIO 43537  <b>New Monument Sign</b>	
Proposal Date	5/20/2023	Drawing #	ARROWHEAD
Proposal #	1018P4	Sales Executive	G. Neil Jeakle

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Item	Description	Amount
1	<p><b>Monument Sign</b> - National to design, engineer, manufacture and install (1) new freestanding double sided monument sign featuring a 32" H x 8'-0" W, UL listed, LED illuminated static sign cabinet with routed aluminum faces and push-thru acrylic logo/letters. Sign package also includes the modification of (1) existing masonry base per approved renderings using new stone/brick veneer similar to Eden Valdars Royal Chateau Tumbled, or equal, and a 4" thick sandstone or decorative concrete cap per approved rendering. Stamped engineered drawings (if required) and staff time for permit procurement included in pricing as well. Electrical circuit to be provided to existing foundation location by owner.</p> <p>sign D Monument sign as proposed above:</p> <p><i>*The proposed double-sided sign has a total connected load of 2 amps at 120v, single phase 3 wire.</i></p> <p><i>*Monument sign would need (1) of its own dedicated 120 volt, 20 amp, sign circuits to operate properly.</i></p> <p><i>*National will warranty modifications to the monument sign for the first year after installation.</i></p> <p><i>*It is the customers responsibility or the customer's licensed electrical contractors responsibility to properly size the overcurrent protection, the wire and conduit size taking into consideration a voltage drop that does not exceed 3%.</i></p> <p><i>Estimated Lead Time: 8 - 10 weeks. Commencement upon paid deposit, signed contract, finalized customer approved art work and zoning approval. Electrical service to sign is responsibility of project owner unless otherwise noted.</i></p>	\$ 18,085.00
Sub total from above		\$ 18,085.00
Sales tax percentage		7.75%
Sales tax		\$ 1,401.59
Total		\$ 19,486.59
Downpayment due at time of Order		\$ 9,743.00
Balance due upon completion of Contract		\$ 9,743.59



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THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE OF THIS PROPOSAL

CUSTOMER: ARROWHEAD PARK ASSOCIATION 1755 INDIAN WOOD CIRCLE SUITE 400 MAUMEE, OHIO 43537		PROPOSAL / JOB SITE: ARROWHEAD PARK HICKORY POINTE @ HOLLAND RD MAUMEE, OHIO 43537  <b>New Monument Sign</b>	
Proposal Date	5/20/2023	Drawing #	ARROWHEAD
Proposal #	1018P3	Sales Executive	G. Neil Jeakle

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Item	Description	Amount
1	<p><b>Monument Sign</b> - National to design, engineer, manufacture and install (1) new freestanding single sided monument sign featuring a 32" H x 8'-0" W, UL listed, LED illuminated static sign cabinet with routed aluminum face and push-thru acrylic logo/letters. Sign package also includes the modification of (1) existing masonry base per approved renderings using new stone/brick veneer similar to Eden Valderys Royal Chateau Tumbled, or equal, and a 4" thick sandstone or decorative concrete cap per approved rendering. Stamped engineered drawings (if required) and staff time for permit procurement included in pricing as well. Electrical circuit to be provided to existing foundation location by owner.</p>	
sign E	<p>Monument sign as proposed above:</p> <p><i>*The proposed single-sided sign has a total connected load of 2 amps at 120v, single phase 3 wire.</i></p> <p><i>*Monument sign would need (1) of its own dedicated 120 volt, 20 amp, sign circuits to operate properly.</i></p> <p><i>*National will warranty modifications to the monument sign for the first year after installation.</i></p> <p><i>*It is the customers responsibility or the customer's licensed electrical contractors responsibility to properly size the overcurrent protection, the wire and conduit size taking into consideration a voltage drop that does not exceed 3%.</i></p> <p><i>Estimated Lead Time: 8 - 10 weeks. Commencement upon paid deposit, signed contract, finalized customer approved art work and zoning approval. Electrical service to sign is responsibility of project owner unless otherwise noted.</i></p>	\$ 16,435.00
Sub total from above		\$ 16,435.00
Sales tax percentage		7.75%
Sales tax		\$ 1,273.71
Total		\$ 17,708.71
Downpayment due at time of Order		\$ 8,854.00
Balance due upon completion of Contract		\$ 8,854.71



## TERMS AND CONDITIONS

The terms below are standard for the sign industry. If you have any questions, please contact our office and ask to speak to your project manager.

1. Estimates: Pricing is good for 30 days from the date of the written estimate. Pricing does not include rock excavation, relocating any existing utilities, dewatering, encountering obstructions including traffic control or unforeseen obstructions, concrete removal or rock excavation or any landscape restoration of any type.

The estimate is based on normal working hours, specifications provided by client and normal installation methods. If at any point unforeseen circumstances should occur that goes above and beyond stated in the estimate then the client will be notified and change order requested.

Unforeseen circumstances include but are not limited to:

- A. Existing electrical is unsafe for installation of new signage and per code.
- B. If standard mounting methods do not apply due to unforeseen wall composition (i.e. Steel I or H beams, interior of store being disturbed) and special mounting is required.
- C. Not having access to wire and make final connections for all signs.

2. Electrical: Customer shall have electrical power available within 5' of a wall sign and stubbed at base for a monument sign by customer. Lighting control to sign via primary electric feed (photocell or timeclock) to be responsibility of customer as well unless specifically requested during proposal process. If additional electrical work must be done to meet this requirement, customer shall incur an additional charge for any and all time and material supplied for this purpose.

3. Permits: Any permit(s) required for this job will be obtained by Brady Signs and will be billed at cost.

4. Site preparation: Customer shall be responsible for site preparation and access to site by Brady Signs and/or its subcontractors. All OUPS marks must be current. In the event that Brady Signs is delayed by customer not having site ready, and additional trips are necessary to complete project, the customer shall be charged for this additional time. Service and installations will be done during normal business hours and installers/subcontractors for Brady Signs shall be provided by customer sufficient and easy access to the installation site(s) and customer shall insure that site(s) are free of surface and sub-surface obstruction. In the event during excavation that rock or other obstructions are encountered requiring additional time and/or equipment to prepare for installation there will be additional charges to the customer.

5. Warranty: All signage work shall come with a one (1) Year Warranty for labor and materials from the last day of installation. Any manufacturer's warranty including for signage components (i.e. LED modules and LED message centers) will be passed through to the customer. After the expiration of the one (1) year warranty on labor, labor charges will be incurred at Brady Signs' normal hourly rate. There are no other warranties which extend beyond the description on the face hereof. If any party, other than Brady Signs or its agents, works on the signage, all warranties are void. If customer defaults under Section 10 all warranties are void.

6. Risk of Loss: Customer shall bear the risk of loss upon delivery of signage to site(s). Therefore, the customer shall maintain sufficient insurance, including, but not limited to fire, windstorm, liability, and casualty, on the signage from the time of delivery.

7. Security Interest: Customer hereby grants Brady Signs a security interest in any signage until fully paid by customer. Customer hereby authorizes Brady Signs to prepare and file any financing statement as necessary under the UCC. Customer further agrees to promptly execute any other documents requested by Brady signs, such as a security agreement, in order to protect Brady Sign's security interest.



8. Additional Work: Any desired additional work or modifications to the proposed work (as set forth herein) shall be specified in writing by the customer. Customer shall be responsible for any additional fees charged for the additional work or modification to the proposed work including fees for cranes or lifting equipment.

9. Payment: Customer shall pay 50% of the estimate amount to Brady Signs upon execution of the estimate. Customer shall pay all remaining amounts due upon the primary installation, service, delivery or shipment.

10. Default: Any payment not made within payment terms, shall constitute a default and the outstanding amount due shall accrue interest at the rate of 1.5% per month.

Brady Signs shall be entitled to recover from customer all costs of collections, including reasonable attorney's fees, regardless of whether incurred through demand, trial, appeal, or otherwise.

11. Customer accepts responsibility for all damage to private or public property if customer orders any trucks / equipment beyond the curb line and relieves Brady Signs of any / all responsibility for the forgoing. Examples of damage include but are not limited to concrete and pavement damage, towing charges, mud tracked on parking lots / public streets and rutting of ground / soil.

12. Governing Law and Venue: This Agreement and the performance hereof shall be construed and governed in accordance with the laws of the State of Ohio without giving effect to its conflicts or choice of law principles. All Parties acknowledge and agree that exclusive venue for any disputes, controversies or litigation arising under this Agreement lies solely with the State Courts located within County, Ohio and, further, agree to submit (jointly and individually) to the personal jurisdiction of the State Courts located within County, Ohio.

13. Miscellaneous: The headings and captions designated in this Agreement are for convenience only and shall not be used to enlarge, contract or otherwise interpret any provision of this Agreement.

14. JURY WAIVER: THE UNDERSIGNED HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THE PURCHASE OR FINANCE OF THE SIGNAGE DESCRIBED ABOVE.

By Signing Below, you are agreeing that you have read, understood, and voluntarily intend to contract all of the above:

\_\_\_\_\_ Date: \_\_\_\_\_

Company Name

By: \_\_\_\_\_

Signature

Printed Name

q B

City of

# MAUMEE

**MEMO TO:** Mayor and City Councilmembers  
**FROM:** Patrick Burtch, City Administrator  
**DATE:** September 13, 2023  
**SUBJECT:** Sheet Music for Maumee Community Band

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**Recommendation:**

*Approve the purchase of sheet music for the Maumee Community Band in the amount of \$477.00.*

COPY

ac

RESOLUTION NO. 016-2023

AUTHORIZING THE EXPENDITURE OF FUNDS TO COVER THE COSTS TO  
INSTALL GENERATOR AT WATER TOWER

WHEREAS, the Water Department received an invoice from FET Construction Services LLC, dated June 30, 2023 in the amount of \$13,749.95 for installation of a generator at the water tower

WHEREAS, the encumbrance of \$13,749.95 for FET Construction Services LLC prior to services provided was not completed; and

WHEREAS, the City of Maumee has an obligation to pay the invoice for these services since it is either in possession of the goods or it has already utilized the service; and

WHEREAS, there are sufficient funds in 771.883.5621 to cover the costs incurred for the FET Construction Services LLC.

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

SECTION 1. The Mayor and the Municipal Clerk be, and they hereby are, authorized to approve the payments for the goods and services as contractual obligations of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

Passed: September 18, 2023.

ATTEST:

\_\_\_\_\_  
Mayor.

\_\_\_\_\_  
Municipal Clerk.

Approved as to form by:

\_\_\_\_\_  
Law Director.

11A

RESOLUTION 017-2023

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF MAUMEE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED, AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the City of Maumee is planning to make capital improvements to the Maumee Uptown Sanitary Sewer Rehabilitation - Phase IV, and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs,

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

Section 1: The Mayor is hereby authorized to apply to the OPWC for funds as described above.

Section 2: The Mayor is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section 3: This resolution is hereby declared to be an emergency measure and it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law. The reason for the emergency lies in the fact that this resolution is necessary for the immediate preservation of the public peace, health, and safety in that is necessary to make timely application for grant funding.

Motion to declare emergency:

Second:

Yeas:           Nays:

Motion to Pass:

Second:

Yeas:           Nays:

Passed: September 18, 2023.

ATTEST:

\_\_\_\_\_  
Mayor.

\_\_\_\_\_  
Municipal Clerk.

Approved as to form by:

\_\_\_\_\_  
Law Director.



11 B

RESOLUTION NO. 018 - 2023

A RESOLUTION PROVIDING FOR A TAX LEVY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 2 OF ARTICLE X OF THE CHARTER OF THE CITY OF MAUMEE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, a portion of the territory heretofore annexed by the City of Maumee is located in Springfield Township - Springfield LSD PC VSD, and

WHEREAS, the aggregate millage to be levied for municipal purposes herein would exceed the ten (10) mill limitation unless the provisions of Section 2 ARTICLE X of the Charter of the City of Maumee be placed in operation,

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

SECTION 1. In accordance with the provisions of Section 2 of ARTICLE X of the Charter of the City of Maumee, Ohio, and the provisions of Section 5705.18 (B) of the Revised Code of Ohio, the Auditor of Lucas County, Ohio, and the Budget Commission of Lucas County, Ohio, are hereby requested to certify the tax rate for the City of Maumee for current operating expenses for the tax year 2022 in accordance with the following schedule:

<b>Taxing District</b>	<b>Inside Millage</b>	<b>Outside Millage</b>	<b>Total (Pursuant to Charter)</b>
City of Maumee	2.50	1.20	3.70

and the tax rate that shall be levied by the City of Maumee for the 2022 tax duplicate shall be in accordance with the schedule hereinabove set forth.

SECTION 2. The Municipal Clerk be, and hereby is, directed to certify and forward copies of the Resolution to the Auditor and the Budget Commission of Lucas County, Ohio.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 4. This resolution is hereby declared an emergency measure and shall take effect and 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, and safety in that immediate acceptance of this certification from the budget commission is necessary for the Maumee tax budget and for the timely return of this approval to the County Auditor.

Motion to declare an emergency:

Yeas            Nays

Motion to Pass:

Yeas            Nays

Second:

Second:

PASSED: September 18, 2023

ATTEST:

\_\_\_\_\_  
Municipal Clerk.

\_\_\_\_\_  
Mayor.

Approved as to form by:

\_\_\_\_\_  
Law Director.

COPY

11 C  
RESOLUTION NO. 019 - 2023

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE LUCAS COUNTY BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR, AND DECLARING AN EMERGENCY

WHEREAS, This Council in accordance with the provisions of law is preparing a Tax Budget for the next succeeding fiscal year commencing January 1st, 2024; and

WHEREAS, The Budget Commission of Lucas County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill limitation; therefore, be it

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further resolved

SECTION 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

**Summary of amounts required from general property tax approved by Budget Commission and County Auditor's estimated tax rates.**

FUND	Amount to Be Derived from Levies Outside 10-mill Limitation	Amount Approved by Budget Commission Inside 10-mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10-mill Limit	Outside 10-mill Limit
General Fund	\$610,000	\$1,120,000	2.20	1.20
Police Pension	-	150,000	.30	-
Total	\$610,000	\$1,270,000	2.50	1.20

SECTION 3. The Clerk of this Council be, and hereby is, directed to certify a copy of this Resolution to the Auditor of Lucas County.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio.

SECTION 5. This resolution is hereby declared an emergency measure and shall take effect and 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 and safety in that immediate acceptance of this certification from the budget commission is necessary for the Maumee tax budget and for the timely return of this approval to the County Auditor.

Motion to declare emergency:  
Yeas:            Nays:  
Motion to Pass:  
Yeas:            Nays:

Second:  
Second:

Passed: September 18, 2023.

ATTEST:

\_\_\_\_\_  
Municipal Clerk.

\_\_\_\_\_  
Mayor.

Approved as to form by:

\_\_\_\_\_  
Law Director.

11 D

ORDINANCE NO. 033-2023

AN ORDINANCE AMENDING MAUMEE CODIFIED ORDINANCE CHAPTER 1107, TO CLARIFY AND ADD TO THE REQUIREMENTS FOR AMENDMENTS TO THE ZONING CODE, AND ORDINANCE 078-2010, AND DECLARING AN EMERGENCY

WHEREAS, Chapter 1107 is part of the City of Maumee Zoning Code and certain changes are necessary to amend the methods for implementation of changes to said code;

WHEREAS, these changes will clarify and add to the requirements for amendments to the zoning code.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Maumee, Ohio, that: SECTION 1. Chapter 1107 and Ordinance 078-2010 are hereby amended in part as follows:

CHAPTER 1107

Amendments to Zoning Code

- 1107.01 Initiation by Council and Planning Commission.
- 1107.02 Initiation **for rezoning** by petition or application.
- 1107.03 Public hearing and action.
- 1107.04 Fees and costs.

1107.01 INITIATION BY COUNCIL AND PLANNING COMMISSION.

Council, ~~or the~~ Planning Commission, **or City Administrator**, may initiate an amendment, supplement or change to **the Zoning Code**, text or boundaries of zoning districts of this Zoning Code. ~~. in accordance with the procedures set forth in this Section.~~ **Amendments, supplements or changes to the Zoning Code, text or boundaries of zoning districts of this zoning code initiated by Council, the Planning Commission, or City Administrator shall be subject to the public hearing requirements of Section 1105.08.**

1107.02 INITIATION **FOR REZONING** BY PETITION OR APPLICATION.

(a) Contents of Petition for Amendment. A petition or application to **rezone property** filed under this Section shall include all of the following:

- (1) A completed form provided by the ~~Municipal Clerk~~ **Department of Public Service** or ~~Zoning Administrator~~ **Urban Planning Manager**.
- (2) The name, address, and telephone number of the owner or owners of the property;
- (3) If a person other than a record owner of the property, **or those having an ownership interest**, is the petitioner or applicant, a written authorization signed by the owner to act on his or her behalf, and the name, address, and telephone number of the applicant or petitioner;
- (4) Current zoning district classification and current specific use of the property, as well as the proposed zoning district classification ~~and/or proposed special permit~~ requested for the property;
- (5) ~~Except for proposed amendments to the text of the Zoning Code,~~ A legal description of the area included in the petition or application, and the tax parcel number or numbers for the same;
- (6) A list of the names and addresses of the owners of all parcels adjacent to or directly across the street from the property, as obtained from the office of the Lucas County Auditor;

~~(7) For proposed amendments to the text of the Zoning Code, proposed specific language approved by the Director or Law;~~

~~(8 7) A statement explaining the desirability of the proposal, and justification and explanation of why said rezoning would serve the public interest;~~

~~(9 8) A fee in an amount as directed by Ordinance of Council; and~~

~~(10 9) Twenty (20) Three (3) copies of all documents supporting and justification data required by this ordinance. certified to be a complete submittal by the Building and Zoning Inspector.~~

~~(b) Determination Application is Complete. The Building and Zoning Inspector Urban Planning Manager or City Administrator shall determine if an application for rezoning amendment under this section, is a complete submittal. If all information and fees required to accompany the application is are not provided, the Building and Zoning Inspector Urban Planning Manager or City Administrator shall promptly notify the applicant that the application is not a complete submittal and of the additional items that must be submitted in a reasonable time. On the date the Building and Zoning Inspector Urban Planning Manager or City Administrator has determined that the application is a complete submittal, the application shall be stamped by the Urban Planning Manager or his or her supervisor as a complete submittal and may be filed with the Municipal Clerk Department of Public Service by the applicant within sixty (60) calendar days.~~

#### 1107.03 PUBLIC HEARING AND ACTION.

~~Before any amendment to either the zoning code, zoning text or zoning map is acted upon, a public hearing shall be conducted in accordance with the requirements of Section 1105.08 (Public Hearing Requirements). Action on such application by the Planning Commission, and Council, or City Administrator shall also be taken conducted in accordance with Section 1105.08(d) (Action by Planning Commission).~~

#### 1107.04 FEES AND COSTS.

~~The party or parties signing any petition for rezoning or application filed under this section 1107.02 shall be responsible for all actual costs incurred by the City in connection with the proposal. No action shall be taken by the Building and Department of Public Service, Zoning Inspector Urban Planning Manager or City Administrator or on behalf of an owner of property until the party proposing the same pays a fee to the Municipal Clerk Department of Public Service in such an amount as shall be directed by ordinance of Council, and a additional deposits in the amount of the estimated costs to be incurred by the City in connection with the subject matter, including the costs of all notices, legal advertising, engineering fees, planning consultants' fee and legal fees required in connection with the proposal. Additionally, the following specific requirements with respect to fees and costs are applicable:~~

~~(a) If, during the course of proceedings on a petition or application, the Municipal Clerk Department of Public Service determines that the costs to be incurred by the City will exceed the amount of the deposit, the Municipal Clerk Department of Public Service, at his or her it's discretion, may require an additional deposit in an amount reasonably calculated to cover the excess costs.~~

~~(b) For proceedings in which the estimated costs are expected to be minimal, the Municipal Clerk Department of Public Service, at his or her it's discretion, may waive the payment of a deposit for estimated costs and permit the petitioner or applicant to reimburse the City for actual costs after the amount of the total costs has been incurred.~~

~~(c) Only that portion of any deposit representing the excess of the estimated costs over the actual costs to the City shall be refunded regardless of the disposition of such proposals.~~

(d) An interest charge of one (1) percent per month shall be imposed on the outstanding balances of all accounts which are not paid in full within thirty (30) calendar days after final Council action on the proposal.

(e) No ordinance, resolution, or permit approved under this section shall become effective until such time as all fees and costs due and owing to the City shall have been paid **and current**.

(f) No ordinance ~~or resolution, or permit~~ approved under this section shall become effective unless all real property taxes and/or assessments levied against the real estate which is the subject of the request are ~~not delinquent~~ **paid and current**, and the ~~Petitioner~~ **must sign and file** has filed an affidavit with the ~~Secretary~~ **Department of Public Service** affirming that such taxes and/or assessments are **paid and current**.

SECTION 2. Ordinance 078-2010 and any ordinances, parts of ordinances or the Chapters of the Zoning Code in conflict herewith are hereby amended and repealed in part to reflect the foregoing changes;

SECTION 3. This ordinance is declared to be an emergency measure immediately necessary to preserve the public interest and for the health, safety and welfare of the citizens of the City of Maumee, and more specifically to allow for the immediate update of the zoning code so as to allow certain changes to the process for amendments to the zoning code to be modified in a timely manner and eliminate any inconsistent provisions in the Maumee Code which will be a benefit for the citizens of Maumee, wherefore this ordinance will go into immediate effect upon its adoption by Council.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of council's committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements of the Charter of Maumee, Ohio.

Motion to declare an emergency:

Second:

Yeas            Nays

Motion to Pass:

Second:

Yeas            Nays

Passed: September 18, 2023.

\_\_\_\_\_  
Mayor.

ATTEST:

Approved as to form by:

\_\_\_\_\_  
Municipal Clerk.

\_\_\_\_\_  
Law Director.