



**Economic Development**

One Government Center  
Suite 2250  
Toledo, Ohio 43604  
phone 419-245-1431  
fax 419-245-1462  
toledo.oh.gov

**DISTRICT IMPROVEMENT GRANT – COMMITTEE MEETING  
AUGUST 22, 2022  
MEETING AGENDA**

- I. Welcome
- II. Introduction
- III. District Improvement Grant (DIP) Program
  - A. Boss Park Sign  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_
- IV. Other Business
- V. Adjourn  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_



## District Improvement Program Application

Frederick Douglass Community Association

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**Applicant - Community Group or Organization**

Reggie Williams

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**Project Contact Person**

1001 Indiana Avenue, Toledo OH 43607

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**Mailing Address**

419-244-6722

reggiewilliams49@yahoo.com

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**Phone**

**E-mail Address**

New Park Sign

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**Project Name**

Frederick Douglass Community Center

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**Project Location**

Up to \$3,000

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**Grant Request**

Up to \$3,000

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**Total Project Budget**

**1. Please provide a brief description of the Project**

The City of Toledo Park located adjacent to the Frederick Douglass Community Center is currently named Boss Park. Legislation has been passed to rename this park in honor of Judge Myron Duhart. This funding would finance the replacement of the park sign panel currently installed at the site to reflect this new name.

- 2. Purpose and need** – State the goals and objectives of the proposed project. Identify the problems or needs which will be addressed. Identify the population that will benefit from this improvement.

The renaming of the park is intended to honor Judge Duhart, who is originally from this neighborhood, as he serves as a role model and example to youth still residing in this neighborhood.

- 3. Project Location** – Describe in detail the location of the proposed project. Is this project in an area already targeted by the city of Toledo or any other state or federal agency for funding?

The park is located in a low to moderate income neighborhood, and adjacent to a vibrant community center that provides services to nearby residents. Other improvements are currently being made to the Frederick Douglass Center, making this an opportune time to rename the park in this fashion.

- 4. Support and Sustainability** – Identify plans for securing additional funding if needed to complete this project. Also identify plans to secure ongoing support and maintenance for this project.

The Parks Department will continue to maintain this park as part of its ongoing yearly maintenance plan.

- 5. Organizational Background** - Provide a brief background and history of the community group or organization applying for the grant. Include when and how it was established, its mission or purpose, accomplishments to date and a listing of all current programs and services.

The Frederick Douglass Community Association's mission is to strengthen and enrich the lives of individuals and families through its many activities and services. The organization was founded in 1919 when the late Albertus Brown, lawyer and civic leader, was inspired by the tragic need for social and recreational opportunities for the African-American youth of Toledo. Since that time the organization has grown to become an important resource for the neighborhood it serves.

- 6. Organizational Structure** – Provide a list of board members, principal staff, directors, trustees, or key decision makers inside your community group or organization.

Board of Directors

Albert Earl, President

Dr. Diana Labiche, Vice President

Steve Harris, Jr., Secretary

Laticia Holmes, Treasurer

Major Smith

David Ross

Katrice Perry

Richard Quinney

Victor Coleman, Jr.

Diane Gordon

Executive Director: Reggie D. Williams

1/2" = 1'

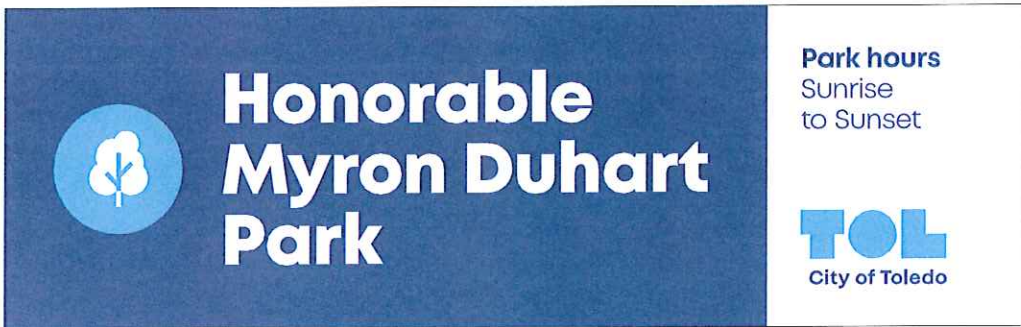
### Park Sign

Existing Park Sign - 36" x 115.5"  
New Faces For Sign  
Double Sided Sign

EXISTING



PROPOSED



- White
- PMS 298 U
- PMS 294 U



**TOLEDO SIGN**  
WWW.TOLEDOSIGN.COM

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PAGE: 1 OF 1    DATE: 07/25/2022  
ID#: 035770- Honorable Myron Duhart Park  
CLIENT: Toledo Parks  
LOCATION: Insert  
SALES: Myra Guelli

APPROVED BY:

SIGNATURE \_\_\_\_\_

PRINT \_\_\_\_\_ DATE \_\_\_\_\_

PHONE: 419.244.4444 • FAX: 419.244.6546 • 2031 ADAMS STREET • TOLEDO, OH 43604

# CONTRACT AND SECURITY AGREEMENT



Toledo Sign Company, Inc  
2021 Adams Street  
Toledo, OH, 43604-5431 USA  
Phone: (419)-244-4444 Fax: (419)-244-6546  
www.toledosign.com

DATE: 7/25/2022  
CONTRACT REFERENCE NUMBER: 035770  
PRICE VALID UNTIL: 8/24/2022  
PAYMENT TERMS: NET 30

Visit us @ [toledosign.com](http://toledosign.com)

## YOUR SALES PERSON IS:

**Myra A Gueli**

CELL PHONE: 419-244-4444

EMAIL: [mgueli@toledosign.com](mailto:mgueli@toledosign.com)

## BILL TO:

TOLEDOP014  
Aaron Myers  
City of Toledo  
One Government Center  
Suite 2020  
Toledo, OH 43604- USA  
Phone: (419) 245-3388 Fax:  
Email [aaron.myers@toledo.oh.gov](mailto:aaron.myers@toledo.oh.gov)

## SITE LOCATION:

City of Toledo  
One Government Center  
Suite 2020  
Toledo, OH 43604- USA

Phone (419) 936-3887 Fax

Quantity	Description	Unit Price	Extended Price
1	Remove Boss Park 1 sign from site, bring back to Toledo Sign.	\$293.00	\$293.00
1	Remove and dispose of existing sign face. Fabricate a new face, paint, add letters.	\$1,989.00	\$1,989.00
1	Install sign on site	\$307.00	\$307.00

A service charge of 3% will be applied when using a credit card for payments over \$2,000

TAXABLE:	\$0.00
NON TAXABLE:	\$2,589.00
SALES TAX:	\$0.00
FREIGHT:	\$0.00
MISC:	\$0.00
<b>PRICE:</b>	<b>\$2,589.00</b>

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE

*We Have The Experience To Get You Noticed*

# CONTRACT AND SECURITY AGREEMENT



## SECURITY AGREEMENT

Purchaser: City of Toledo  
whose address is; One Government Center Suite 2020 Toledo OH 43604

grants to Seller, whose address is 2021 Adams St., Toledo, OH 43604, a security interest in the sign(s) and all other equipment described in the contract. Purchaser grants the security interest in order to secure the full payment of the contract price of the sign(s) and equipment in accordance with the terms of the contract. Purchaser warrants that the subject sign(s) and equipment are purchased primarily for business use. If Purchaser fails to make payment in full by the agreed upon time, sells or otherwise transfers the subject sign(s) and equipment prior to making a payment in full, or otherwise breaches this Security Agreement, Seller shall have all the remedies available to it under the Uniform Commercial Code of Ohio and/or the contract.

\_\_\_\_\_  
Signature of Purchaser and Date

\_\_\_\_\_  
Signature of Seller and Date

THE UNDERSIGNED PURCHASER AGREES TO PURCHASE AND THE TOLEDO SIGN COMPANY HEREINAFTER, "SELLER" AGREES TO SELL THE ABOVE DESCRIBED PRODUCTS AND/OR SERVICES AT THE PRICES, TERMS AND CONDITIONS SET FORTH ABOVE, HERE AND ON THE REVERSE SIDE HEREOF, PAYMENT(S) SHALL BE MADE TO A TOLEDO SIGN COMPANY ADDRESS AS MAY BE DIRECTED BY INVOICE OR OTHERWISE.  
Seller agrees to furnish material and labor-complete in accordance with above specifications.

Payment as Follows:(one half down, balance upon installation)\_\_\_\_\_

Interest of 1 1/2% (18% annual rate) will be added to all accounts unpaid after thirty days of the first invoice date. Should the balance not be paid within 60 days of the first invoice date, Seller shall have the right to pursue the contract remedies, unless it agrees in writing not to do so.

\_\_\_\_\_  
Authorization Signature of Seller

\_\_\_\_\_  
Date

NOTE: We may withdraw an offer or bid if it is not accepted within 30days of our making it.  
The above prices, specification and terms are satisfactory and hereby accepted. You are authorized to do the work as specified.  
Please do not sign this contract without reading the conditions on the reverse side.

\_\_\_\_\_  
SIGNATURE OF PURCHASER: X

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

## GENERAL DISCLAIMER AGREEMENTS

- \* **Electrical Service:** To be provided at the sign location by others with 120 volt service. Toledo Sign Co. will make the electrical hookup to the sign if service is available at the time of installation as codes allowed.
- \* **Your sign has been designed to meet all engineering codes.**
- \* **Permits:** No work shall begin until all necessary permits have been secured. Permit charges will be added to the agreement amount at cost, plus a procurement fee.
- \* **Obstacles:** Your sign will be installed under normal circumstances. Toledo Sign Co. will not be held responsible for unknown obstacles (such as excavation into rock) which are beyond our knowledge or control.
- \* **Toledo Sign Co. will retain all rights of ownership to the signs as per this proposal until payment in full has been made.**
- \* **Sales tax:** Unless specified, no sales tax is included in the quoted prices and will be added to the agreement amount when invoiced.
- \* **Local codes may require protection of your sign by bumper posts or other methods to block traffic from driving beneath the sign. Toledo Sign Co. can provide this protection, if required. However, it is not included in the price stated.**
- \* **Due to the uncertainty of the interpretation of the A.D.A. Laws and regulations, Toledo Sign Co. Cannot guarantee compliance. This price is valid for thirty (30) days.**
- \* **If ground is frozen an additional charge for a jackhammer will be added to break through the frost.**
- \* **All work to be performed during the regular business hours of 8:00 A.M. to 4:00 P.M. Monday through Friday. Additional charges for after hours / weekend / holiday work.**
- \* **This quotation is based on clear access to the sign.**

*We Have The Experience To Get You Noticed*

# CONTRACT AND SECURITY AGREEMENT



## Breach

The following acts constitute breach of this contract: (1) Purchaser's failure to remit payment in within 60 days of the first invoice date;(2) Purchaser's selling or transferring the items of the contract prior to paying for them in full;(3) Purchaser's failure to comply with or perform any other provision;(4) Purchaser's cessation of business as a going concern;(5) the filing of a bankruptcy petition by the Purchaser, its principal(s), or by a third party against either, or the commission of any other act of bankruptcy;(6) the appointment of a receiver for the Purchaser or its property;(7) Purchaser's insolvency; and (8) Purchaser's making a voluntary assignment for the benefit of its creditors, or so offering a composition or extension of any of its debt.

Upon the occurrence of any of the foregoing, which is to be determined solely by Seller, Seller shall have the right to take any and all of the following acts:(a) to declare the entire amount owed immediately due and payable without notice or demand to Purchaser;(b) to sue for and recover as damages the unpaid balance on the purchase price, all attorney's fees and other expenses incurred in enforcing the contract, pre-judgment interest accruing from thirty days after the first invoice date and court costs; and(c) to take possession of any of the items of this contract without demand or notice, wherever same may be located, without court order or process of law. Neither Seller nor Purchaser intends for the sign(s) installed to be appropriated to the use of the real estate to which it is attached. Upon re-taking possession of any or all items of this contract, Seller may sell same at public sale and credit the amount realized, less all expenses and attorney's fees incurred in connection with such disposition, and Purchaser shall thereafter, on demand, pay to Seller the unpaid balance due plus all attorney's fees, expense, and pre-judgment interest. Any said re-taking of possession shall not be a termination of this contract and shall not relieve Purchaser of its original obligation unless Seller Expressly so states in writing.

## General Provisions Foundation(s) and Conditions

Unless specifically agreed upon and written in this contract, Seller shall not be responsible for the removal and (or) replacement of any blacktop, concrete or other unforeseen obstacles or obstructions for excavation work for this project. Excavation and haul away shall consist of all excavation necessary to obtain the contracted depths and retain working conditions (e.g. ground water removal) necessary for completion of the sign installation when conditions are controllable by Seller through methods generally accepted in this region by the industry, where Seller is not prevented from performing by government intervention, acts of God, abnormal liabilities, natural disasters, shortages, impossibility due to regional technology or Purchaser interference. Underground obstructions, including water conditions, which require forming or pumping, are not included within this contract and when they exist on the sign site, the obstructions shall be removed at Purchaser's expense plus 15% of the purchase price. The obstruction or water shall be removed and replaced with solid soil. Purchaser incurring the expenses of said soil. Underground obstructions shall include but not be limited to gas lines, rock, electric lines, phone lines, any solid materials deposited by fill, or any abnormal foreign material, including excess water, in the excavation site.

Electrical wiring from power source to sign location shall be supplied by others unless stated in the contract. Seller shall connect to existing wiring within 10' of sign at time of installation if wiring is available. Seller shall connect to such wiring as provided by others at their responsibility to provide correct and adequate wiring. Electrical hookup, when part of this contract, does not include relocation of power lines, conduit, or increases in existing electrical service unless otherwise specifically stated in writing. In addition to underground obstructions when any other unusual circumstance(s), visible or invisible, above ground or below, cause(s) additional labor or expense on the part of Seller in installation, that labor or expense shall be billed to purchaser, who shall pay same. Whether additional expenses or labor is necessary in order to meet industry standards, to comply with any applicable codes, or to comply with health or safety laws or regulations, shall be determined solely by Seller.

## Warranty

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS.

Seller warrants that all materials used in completing installation, contracted for herein, will be of high quality and new, and that all work will be performed according to original plans or modification authorized in writing by the Purchaser and an officer of Seller, and further that the work will be of a design, nature and quality as customary for the industry in the region and as established by Seller. All signs manufactured by Seller are guaranteed for a period of one year from the date of installation to be free of defects in materials and workmanship. Defective parts will be replaced during the first ninety days without charge for both labor and materials. Defective parts will be replaced after ninety days, up to twelve months without charge for materials only. This warranty does not apply to labor incurred beyond ninety days after installation, to fluorescent lamps and incandescent bulbs, neon tubing, or damage resulting from accident, negligence, or misuse including Acts of God. Purchaser must carry own insurance.(COLOR MATCH ACCURACY NOT GUARANTEED). This warranty statement together with the "Limitations Of Liability" stated herein, sets forth the extent of the liability of Seller for breach of any warranty or deficiency in connection with the sale or use of Seller products.

## Limitations of Liability

Seller shall not be liable for any incidental or consequential damages to Purchaser's business or liabilities, or for failure arising out of any application of its products not expressly approved by it in writing for such specific application.

This warranty shall not apply in any case involving misuse, neglect or negligence by any Purchaser, or in any instance in which any product has been repaired or modified in any way, which in the sole judgment of Seller, affects the performance, stability, or purpose for which it was manufactured.

Seller shall not be liable for delays or changes, nor shall incur any liability, nor shall these limitations of liability be impugned by Seller's failure to perform if prevented by fires, strikes, or other labor disputes, accidents, acts of God, Governmental or Municipal regulation or interference, shortages or labor or materials, delays in transportation, non availability of the same from manufacturers or suppliers, or other causes beyond control. In no event shall Seller be liable for special or consequential damages arising out of any delay.

Upon Seller's retaking possession of a sign, or any other item of the contract, due to Purchaser's default, Seller shall not be liable to Purchaser, or any third party, for any resultant incidental or consequential damages to Purchaser's business or property, nor shall Seller be liable to indemnify or reimburse Purchaser for any costs or expenses that Purchaser may incur with respect to any third party as a result of the retaking.

## Purchaser's Representations

Purchaser warrants that it owns, leases, or otherwise has legal authority to place sign upon the land so designated and that Purchaser has knowledge of the location of the property lines and that the said sign site herein agreed upon is within said property lines.

Purchaser agrees to indemnify and hold harmless Seller from (1) any liability arising from disputes related to the real property upon which the sign is located; (2) construction beyond property lines and that said sign site herein agreed upon is within said property lines.

If surveys of land are required for any reason to determine property lines, such as setbacks for sign locations, or for any other reason, said surveys will be provided by Purchaser or Owner. If additional expense is incurred by Seller due to misinformation or wrong information provided by Purchaser or Owner as to property lines, easement lines, right of way lines, or any other, Purchaser agrees to pay this additional expense.

In the event that local codes prohibit installation of this sign described above all deposits will be returned, less amounts needed for design costs, engineering costs, and permit application cost, which will be retained by Seller.

Title to said sign shall not pass from Seller to Purchaser and/or Owner until all amounts due and payable have been paid. Purchaser and/or Owner expressly agree to this.

Purchaser acknowledges that final product may not be absolutely identical to its depiction in drawing even though Seller has used its best efforts to make it so.

Purchaser agrees that all complaints or other expressions of dissatisfaction with the sign installed must be made in writing, and received by Seller within five (5) business days of installation. Purchaser further agrees that should it fail to submit a complaint or expression of dissatisfaction within that time period, in the manner prescribed, the sign shall be deemed completely satisfactory and acceptable, and purchaser shall pay any outstanding balance on the contract price.

## Additional General Provisions

-This Agreement shall be binding on the parties, their heirs, successors, executors, administrators, and assigns.

-The paragraph captions in this document are for convenience only and shall not in any way limit or control the interpretation of the terms and provisions thereof.

-This document shall be construed and enforced in accordance with the laws of the State of Ohio.

-Seller and Purchaser specifically consent to jurisdiction and venue in a court of general jurisdiction in Lucas County, Ohio should a lawsuit be necessary to enforce this contract.

Purchaser specifically waives the right to jurisdiction and venue anywhere other than Lucas County, Ohio.

-Purchaser shall not disclose any of Seller's drawings, drafts, schematics, proposals or pictures to any competitor of the latter.

-If Purchaser uses Seller's copyrighted drawings or proposal(s) to obtain a sign made by another sign company, Seller, at its option, may charge and Purchaser shall pay; liquidated damages in the amount of \$2000.00 for the costs Seller incurred in generating and providing drawing(s) prints, plans and/or proposals(s) and pursue any other legal remedies available to it.

## Complete Agreement

THE COMPLETE AGREEMENT BETWEEN SELLER AND THE PURCHASER IS CONTAINED HEREIN AND NO ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY PURCHASER SHALL BE BINDING UNLESS AGREED TO BY SELLER IN WRITING.

Failure of Seller to insist upon strict performance of any of the terms and conditions stated herein not to be considered a continuing waiver of any such term or condition or any right of Seller.

ANY STATEMENT BY PURCHASER IN A PURCHASE ORDER, PROPOSAL, DRAWING, PLAN, PRINT OR DOCUMENT OR SIMILAR INTENT WHICH IS NOT EXPRESSLY APPROVED OR ACKNOWLEDGED IN WRITING BY SELLER WILL NOT BE CONSIDERED PART OF THE AGREEMENT.

PURCHASER AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS UNLESS SELLER RECEIVED SPECIFIC WRITTEN NOTICE TO THE CONTRARY FROM PURCHASER PRIOR TO ENTERING THIS CONTRACT AND SELLER SPECIFICALLY ACCEPTS SAME IN WRITING. IF THERE IS A CONFLICT BETWEEN THIS AGREEMENT ANY PROPOSALS, DRAWING, PLANS OR PRINTS INCORPORATED BY REFERENCE, THE TERMS OF THIS WRITTEN DOCUMENT SHALL PREVAIL.