

ORDINANCE NO. 63-25

**AN ORDINANCE TO AMEND THE SPECIAL USE PERMIT GRANTED
TO THE AVON LOCAL SCHOOL DISTRICT TO ALLOW FOR THE
INSTALLATION OF A NEW LED SIGN TO BE INSTALLED AT THE NEW
ENTRANCE TO THE HIGH SCHOOL LOCATED AT 37545 DETROIT ROAD
AND DECLARING AN EMERGENCY**

WHEREAS, the Avon Local School District was granted a Special Use Permit to operate a public high school at 37545 Detroit Road, Avon, within an R-1 Residential District pursuant to Ordinance No. 40-96 passed May 13, 1996; and

WHEREAS, over the years, Council has amended the Special Use Permit for the Avon High School to include the following: Ordinance Nos. 5-02 (baseball and soccer fields, tennis courts, a thirty-six (36) car parking lot); 180-05 (recyclable materials container); 115-06 (to permit grading and filling for an addition to the high school); 26-07 (an 80,000 sq. ft. building addition, more parking spaces and installation of six new light poles); 42-11 (more parking spaces at Deer Run/Hunters Trail entrance); 81-16 (installation of a baseball scoreboard); 3-20 (construction of a performing arts center); 38-22 (three tennis courts, five pickle ball courts and lighting); 14-24 (new driveway from Detroit Road to Avon High School; and 97-24 (8,000 sq. ft. weight room addition/renovation); and

WHEREAS, it is now necessary to amend said Special Use Permit to allow for the installation of a new LED sign to be installed at the new entrance to the High School Drive located at 37545 Detroit Road; and

WHEREAS, the Planning Commission held a public hearing on June 18, 2025, and later that same evening, by a vote of Five (5) to Zero (0), recommended amending the Special Use Permit; and

WHEREAS, Council, after reviewing the application, plans and specifications and the recommendation of the Planning Commission, deems it in the best interests of the health, safety, and welfare of the community that the amendment to the Special Use Permit be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That Council hereby accepts the recommendation of the Planning Commission and pursuant to ACO §1280.04(t) amends the Special Use Permit for Avon Local School District to allow for the installation of a new LED sign to be installed at the new entrance to the high school at 37545 Detroit Road located within an R-1 Residential District as set forth in the attached Exhibit A, incorporated herein by this reference. The project shall proceed as per the plans and specifications submitted and approved by the Planning Commission and made a part of this Special Use Permit by this reference.

Section 2 - Conditions. 1) The Special Use Permit granted herein is conditioned upon applicant meeting all applicable requirements of the Avon Codified Ordinances, including but not limited to, those set forth in Chapter 1230 and Sections 1280.02, 1280.03, and 1280.04(t), and

1280.06(g) and 2) The sign shall be located ten (10') feet outside the of way to allow for construction of the upcoming Detroit Road Improvements at the new entrance to the high school. Any expansion, development, enlargement, improvement, change in ownership, use or the like, other than maintenance of the property in its current condition, will require an additional amendment to this Special Use Permit, with a recommendation of Planning Commission and approval by Council.

Section 3 –That it is 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 of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to amend the Special Use Permit for Avon Local School District to install new LED signs to be located on the new High School Drive located at 37545 Detroit Road; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: July 14, 2025 DATE SIGNED: July 14, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR July 15, 2025

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara J. Brooks
Barbara J. Brooks, Clerk of Council

POSTED: July 16, 2025
Electronically and at City Hall as
Provided by Council

Prepared by:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 63-25, passed by the Council of said City on July 14, 2025.

IN WITNESS WHEREOF, I have on this 15th day of July, 2025, affixed my signature and official seal.


Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

DIGITAL MONUMENT SIGN

Exhibit A to Ordinance No. 63-25

watchfire

AUTHORIZED DEALER

SIGN TYPE
Digital Monument Sign

SCALE
1/2" = 1'

COLOR PALLET

☒ Black
☐ White

DATE
4/17/25

FILENAME
Dwg74129B

CUSTOMER / ADDRESS
Avon High School
37545 Detroit Rd.
Avon, OH 44011

CLIENT APPROVAL

Sign _____
Print _____
Title _____
Date _____

Proud Member Of



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Scope of Work

Brady Signs to furnish and install (1) double-sided monument sign featuring a 4' H x 8' W Watchfire EMC (multiple resolutions available). Brick base features 3/8" thick flat cut out aluminum lettering painted white and setup for a stud mount install. Build includes masonry base to closely match existing building with capstone. All labor and materials related to footing work, steel erection and masonry services included in project scope.

DIGITAL MONUMENT SIGN



SIGN TYPE
Digital Monument Sign

SCALE
1/2" = 1'

COLOR PALLET
☒ Black
☐ White

DATE
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FILENAME
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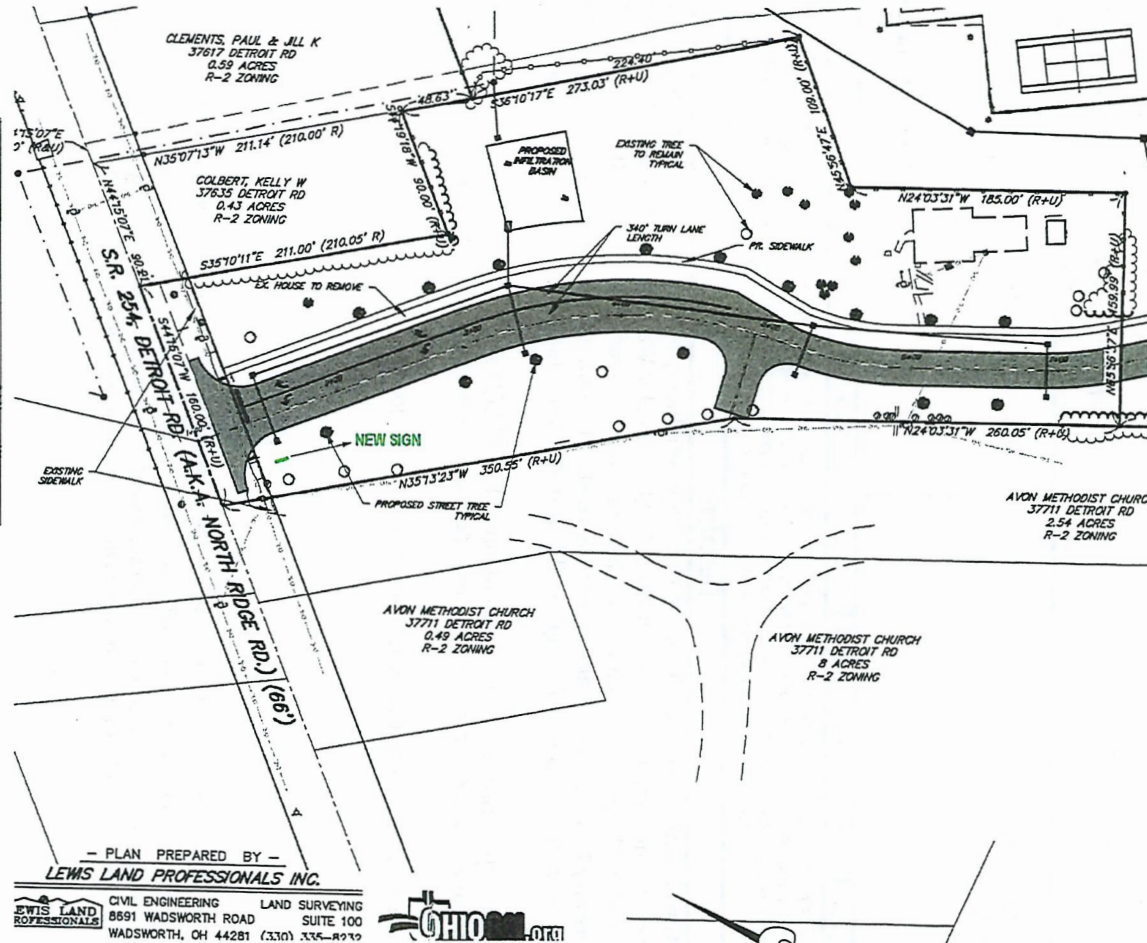
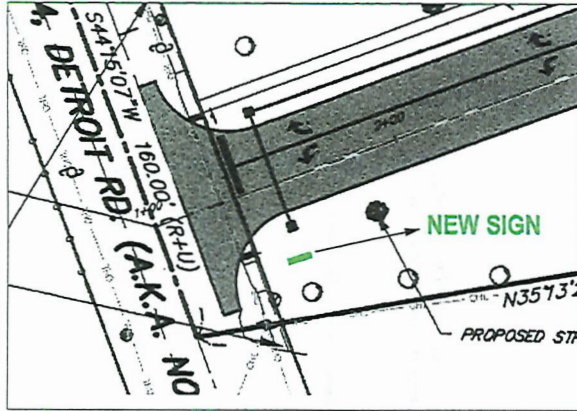
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SITE PLAN



SIGN LOCATION DETAILS
15' SETBACK FROM DETROIT RD. RIGHT OF WAY (SIDEWALK EDGE)
18' TO WEST OF HIGH SCHOOL ACCESS DRIVE
22' SETBACK TO SIDE SETBACK PROPERTY LINE

SIGN TYPE
Digital Monument Sign

SCALE
1/2" = 1'

COLOR PALLET
 Black
 White

DATE
4/17/25

FILENAME
Dwg74129B

CUSTOMER / ADDRESS
 Avon High School
 37545 Detroit Rd.
 Avon, OH 44011

CLIENT APPROVAL

Sign _____

Print _____

Title _____

Date _____

Provide Member Of

WORLD SIGN ASSOCIATES

INTERNATIONAL SIGN ASSOCIATION

NSA

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Phone (419)626-5112

Proposal and Purchase Contract

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

CUSTOMER Avon Board of Education 36600 Detroit Rd. Avon, OH 44011 Attn: Bill Fishleigh				PROPOSAL / JOB SITE Avon High School 37545 Detroit Rd. Avon, OH 44011 <i>New Digital Monument Sign</i>			
Proposal Date 7/8/2025		Drawing # Dwg74129B		Proposal # Quo74129D		Sales Executive Ryan W. Brady	

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	New Digital Monument Sign - Brady Signs to design, engineer, manufacture and install (1) new double-sided, LED lit monument sign featuring a 4' x 8' full color Watchfire digital sign. Project price includes (2) sets of 3/8" flat cut out aluminum letters reading "Avon High School" flush mounted to each side of masonry base. All labor and materials related to footing, structure and masonry work included in price as well. See below for sign build with Watchfire digital sign resolution options:	
A	Watchfire Digital Sign - 8mm - High Resolution - 4' x 8' LED Area <i>*The proposed sign has a total connected load of 46 amps (23 amps per face) at 120v, single phase 3 wire.</i>	\$ 70,400.00
B	Change order to add 37545 address numerals on each side	\$ 985.00
	<i>*Watchfire warranties all parts for digital sign for 5 years. Brady warranties install workmanship for 1 year.</i> <i>*Watchfire sign would need its own dedicated circuit to operate properly</i> <i>*It is the customers responsibility or the customers 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> <i>Production Lead Time: 8 - 10 weeks, commencement upon paid deposit, signed contract and zoning approval. Primary electric service to sign locations by others. Control of primary electric to sign (photocell or timeclock) by others unless specifically requested by customer.</i>	
	Sub total from above	\$ 71,385.00
	Sales tax percentage	0.00%
	Sales tax	\$ -
	Total	\$ 71,385.00
	Downpayment due at time of Order	\$ 35,692.00
	Balance due upon completion of Contract (not including permit fees)	\$ 35,693.00



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.

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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.

Further, as additional consideration, the undersigned agrees to indemnify and hold harmless Brady Signs and its suppliers for any / all damage to the premises and / or adjacent property, claimed by anyone having arisen from this agreement.

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 Lorain County, Ohio and, further, agree to submit (jointly and individually) to the personal jurisdiction of the State Courts located within Lorain 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

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