

P. 7-0

ess. 4-24-2023

adopted 4-24-2023

ORDINANCE NO.: 33-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Co-Sponsor by: All of Council

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING DAVID KROCK, CITY ENGINEER, TO PREPARE THE NECESSARY PLANS AND SPECIFICATIONS, PER THE OHM ADVISORS PROPOSAL, AND TO GO OUT FOR COMPETITIVE BIDS, FOR THE GARFIELD HEIGHTS DAN KOSTEL RECREATION CENTER, AND AUTHORIZING PAYMENT OF COSTS THRU FUNDING BY THE CUYAHOGA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT AND THE CITY OF GARFIELD HEIGHTS

*WHEREAS*, Garfield Heights Ordinance 100-2022 authorized the Mayor to apply for the funding of the Garfield Heights Dan Kostel Recreation Center Project, and

*WHEREAS*, the City had been awarded a Cuyahoga County Community Development Block Grant (CDBG) in the amount of \$150,000 with the City's cost share to be approximately \$80,000, and

*WHEREAS*, the purpose of this project is to enhance the Garfield Heights Dan Kostel Recreation Center by improving safe neighborhood pedestrian transportation by improving the parking area and entrance, and

*WHEREAS*, the City Engineer, David Krock, has prepared an estimate of the engineering, bidding, inspection, testing and construction costs attached here to as the Project Fact Sheet, and

*WHEREAS*, upon the opening and tabulation of the Public Bid process all construction bids received will be brought before the Board of Control for final approval.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The City Engineer, David Krock, is hereby authorized and directed to prepare the necessary plans and specifications, per the OHM Advisors Proposal attached hereto as Exhibit "A", and to go out for competitive bids for the Dan Kostel Recreation Center Project, and authorizing the payment of the costs for this project, which costs will be funded by the Cuyahoga County Community Development Block Grant and the City of Garfield Heights.

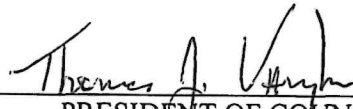
SECTION 2. Upon compilation and tabulation of the bids received for the project, the City Engineer, David Krock, shall present such tabulation to the Board of Control for approval of the required contracts.

SECTION 3. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, to OHM Advisors for the preparation of the plans, specifications and the public bidding costs of the project in an amount not to exceed \$14,500.00 dollars, and for construction administration, management, and inspection in an amount not to exceed \$23,500.00 dollars; and further to the awarded contractor(s) for the estimated construction costs associated with this project in the amount of \$192,000.00 upon the approval of the Board of Control, said vouchers to be charged to the appropriate fund.

SECTION 4. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED:   
MAYOR

  
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly  
CLERK OF COUNCIL

EFFECTIVE DATE: 4-24-2023





## The City of Garfield Heights

5407 TURNEY ROAD • GARFIELD HEIGHTS, OHIO 44125 • PHONE 216/475-1504  
FAX 216/475-3007

Dan Kostel Rec Center Repairs

Page - 1 -

### PROJECT FACT SHEET

**Name:** Garfield Heights Dan Kostel Recreation Center Parking area and Entrance Repairs

**Limits:**

LOCATION	FROM	TO	LENGTH
Dan Kostel Recreation Center			

**Scope:** The purpose of this project is providing a safe place for pedestrians to walk in the parking lot and entrance to the Dan Kostel Recreation Center.

**Costs:**

\$ 192,000	Construction
\$ 14,500	Engineering Design
<u>\$ 23,500</u>	Inspection Testing
\$ 230,000	Total Project Cost

**Funding:**

\$ 150,000	CDBG
<u>\$ 80,000</u>	Garfield Heights
\$ 230,000	Total Project Funding

**Schedule:**

May 2023	Engineering Design Complete
June 2023	Bid Award
August 2023 - September 2023	Construction

**Other:** Traffic will be maintained for Local Traffic.

#### Questions?

David G. Krock, PE, City Engineer // City Hall: 216.475.1504 // Mobile: 330.350.0521 // david.krock@ohm-advisors.com

ARCHITECTS. ENGINEERS. PLANNERS.

OHM

*Advancing Communities*

March 15, 2023

Mayor Matthew Burke  
City of Garfield Heights  
5407 Turney Road  
Garfield Heights, OH 44125

RE: **Rec Center Parking Lot**  
Location: City of Garfield Heights  
Proposal #22297

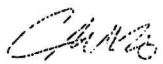
Dear Mayor Burke,


The following scope of services, price proposal, and project schedule which represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

**Proposal Outline**

Proposal Outline .....	1
Project Understanding .....	2
Scope of Services - Information Gathering Tasks .....	2
Scope of Services - Engineering Tasks .....	2
Scope of Services - Bidding and Award Tasks .....	3
Scope of Services - Construction Tasks .....	4
Price Proposal .....	6
Compensation .....	6
Anticipated Project Schedule .....	7
Clarifications and Assumptions .....	7
Client Responsibilities .....	7
Terms & Conditions .....	7

Sincerely,  
OHM Advisors

  
Chad M. Lewis, PE, Project Manager  
Chad.lewis@ohm-advisors.com  
D: 216.865.1345 C: 216.644.3987

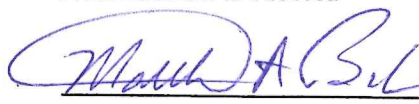
  
David G. Krock, PE  
Vice President  
David.krock@ohm-advisors.com

OHM Advisors  
3001 EUCALYPTUS AVENUE SUITE 100  
CLEVELAND OHIO 44115

T 216.865.1335

OHM-Advisors.com

Authorization to Proceed

 4/24/2023  
Signature Date

Matthew A Burke Mayor  
Printed Name Title

## Project Understanding

The subject project will address pavement deterioration at the City's Recreation Center. Repairs are anticipated to be along East 120<sup>th</sup> Street, the parking lot, traffic circle, and pedestrian walkway adjacent to the lot. This proposal includes professional services for Information Gathering, Engineering, Bidding, and Construction Administration, in accordance with the scoped tasks described herein.

## Scope of Services - Information Gathering Tasks

### Task #1      Geotechnical Engineering

---

- The following services are included in the fee shown:
  - Performance of four (4) pavement cores
  - Advancement to 24 inches below the pavement base material
  - Identification and evaluation of soil properties and thickness
  - Summary of existing pavement composition
  - Pavement core photos
  - Pavement repair recommendations
  - Constructibility cautionary notes
  - Written report of finding and recommendations

## Scope of Services - Engineering Tasks

### Task #56      Pre-Design & Field Analysis

---

- The following services are included in the fee shown:
  - Project Locations:
    - East 120<sup>th</sup> Street from Tonsing Drive to the Rec Center Traffic Circle
    - Traffic Circle
    - Parking Lot
    - Adjacent Pedestrian Walks
  - Field Review
    - All areas within project limits described above.
  - Determine Appropriate Rehabilitation Measures:
    - Manholes, catch basins, and other castings
      - Adjustments to grade
      - Reconstructs to grade
    - Traffic control
      - Traffic and street sign replacement
      - Pavement markings
    - Pavement
      - Concrete walk replacement
      - Asphalt repairs
      - Asphalt resurfacing
      - ADA ramps replacement/installation
      - Full-depth replacement areas

### OHM Advisors

3001 EUCLID AVENUE SUITE 110  
CLEVELAND OHIO 44103

P 314.366.1535

OHM-Advisors.com



#### **Task #60 Construction Documents**

- The following services are included in the fee shown:
  - Pavement Construction Documents (8 1/2 x 11" exhibits) will include:
    - Site Location Map
    - Roadway Typical Section
    - Pavement Repair Details
    - Project Pay Item Quantities
  - ODOT design manuals and specifications will be used for the project.
  - The Paving Construction Documents will be included in the Bid Documents for the project in the Design Specifications & Details section.
  - Preparation of design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standard.

#### **Task #90 Official Engineer's Project Cost Estimate**

- The following services are included in the fee shown:
  - Determination of estimated quantities for construction
  - Evaluation and estimate of construction costs for use with public bidding requirements

### **Scope of Services - Bidding and Award Tasks**

#### **Task #151 Bidding & Contract Documents**

- The following services are included in the fee shown:
  - Preparation of bid documents including legal advertisement, instructions to bidders, bid forms, contract forms and affidavits, prevailing wage forms, EEO forms, scope of work, schedule, and other Owner forms and requirements to be added to the public bidding process.
  - These documents will be 100% complete, ready for bidding of the Public Project.
  - Bid books will be made available for purchasing by bidders
  - Contract Documents
    - Upon receiving community legislation to award the construction bid, OHM will prepare (3) three copies of contract documents for execution, bonding, insurance, etc.
    - OHM will prepare the notice of commencement for signature(s)

#### **Task #152 Bid Process, Review, & Award**

- The following services are included in the fee shown:
  - Addendums/Clarifications
    - This activity is necessary to provide written explanation to all bidders for any questions regarding the bid documents and plans.
    - Depending upon the size and complexity of the project, multiple addendums/clarifications may be required for the project.
    - OHM will prepare addendums/clarifications and any necessary supporting documents and distribute to plan holders.
  - Post-Bid Activities
    - Evaluation of bids and contractor qualifications
    - Pre-Award Meeting to review all bid items with apparent low bidder
    - Recommendation of Award to the Owner

- The fee provided includes one bidding process only. In the event the project needs re-bid, a contract modification will be submitted for the additional bidding services to be provided. Additional services will commence upon approval of the contract modification.

## Scope of Services – Construction Tasks

### **Task #175      Pre-Construction Services**

---

- The following services are included in the fee shown:
  - Obtain signatures on work agreements
  - Pre-construction meeting
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Personnel coordination and project schedule
  - Perform materials, suppliers, and shop drawing reviews and communicate revisions/approvals with contractor
  - Review contractual items
  - Distribution of documents/information (meeting records)

### **Task #176      Construction Services**

---

- The following services are included in the fee shown:
  - Coordination with Contractor, Utilities, Safety Forces, Residents, and Businesses
  - Prepare daily inspection reports
  - Regular progress meetings with contractor
  - Inspection and testing services
  - Response to RFIs (request for information) from contractor
  - Review of pay requests and recommendations for payment
  - Negotiation of Change Orders
  - Prevailing Wage Verification
  - Coordination of Funding Reimbursements
  - Staffing will include the following:
    - Construction Inspector: On-Site during all working hours of construction
    - Field Client Representative: On-site weekly reviews with construction inspector, and Off-Site Coordination via phone with Inspector, Contractors, Owner and Construction Manager
    - Construction Manager: On-site Reviews as needed/Off-Site Coordination with Inspector, Contractors, and Owner where possible via phone to control costs
    - Construction Engineer: Involved on an as-needed basis to facilitate field decisions and design-related issues.
    - Construction Administrative Assistant: Coordination of all documentation from pre-construction, contracts, pay requests, and close-out documents.
    - Typical Weekly Staffing for a 40-hour/week construction project is approx.:
      - Construction Inspector: 40 Hours
      - Field Client Representative 8 Hours
      - Construction Manager: 4 Hours
      - Construction Engineer: 1 Hour
      - Construction Admin: 2 Hours
  - Total Budget Cost per 40-hour week Project = \$ 5,715
  - Total Cost is therefore directly related to the time duration of the construction project.

#### OHM Advisors

5001 EUCALYPTUS AVENUE SUITE 100  
CLEVELAND OHIO 44130

T 216.865.1335

OHM-Advisors.com

**Task #177      Post-Construction Services**

---

- The following services are included in the fee shown:
  - Review of final construction with contractor and Owner
  - Preparation, distribution, and approval of final punch list
  - Review of As-Built Drawings
  - Maintenance Bond Coordination
  - Lien releases, payments, and final acceptance

**Task #178      Additional Construction Services      (If Authorized)**

---

- This task has been included as an "If Authorized" fee in the event that one or more of the following conditions occur:
  - The Contractor's work schedule exceeds the number of weeks shown above in the Project Schedule.
  - The Contractor's work schedule includes work weeks exceeding 40 hours.
  - The Contractor's work process requires multiple work crews and therefore multiple inspectors on-site simultaneously.
  - The Contractor is granted extra time (time extension) to complete the project.
  - The Contractor is awarded a change order for additional work or changed work conditions.
- If any of the above conditions apply, the Engineer shall document and estimate the total cost to complete the additional inspection services and request authorization/approval from the Owner to cover these costs.



## Price Proposal

#	Information Gathering Tasks	Fee
Task #1	Geotechnical Engineering	\$ 2,500
	<b>Subtotal =</b>	<b>\$ 2,500</b>
#	Engineering Tasks	Fee
Task #56	Pre-Design & Field Analysis	\$ 2,500
Task #60	Construction Documents	\$ 2,500
Task #90	Official Engineer's Project Cost Estimate	\$ 1,000
	<b>Subtotal =</b>	<b>\$ 6,000</b>
#	Bidding & Award Tasks	Fee
Task #151	Bidding & Contract Documents	\$ 3,000
Task #152	Bid Process, Review & Award	\$ 3,000
	<b>Subtotal =</b>	<b>\$ 6,000</b>
#	Construction Tasks	Fee
Task #175	Pre-Construction Services	\$ 2,500
Task #176	Construction Services	\$18,500
Task #177	Post-Construction Services	\$ 2,500
Task #178	Additional Construction Services (If Authorized)	TBID
	<b>Subtotal =</b>	<b>\$23,500</b>
	<b>Grand Total =</b>	<b>\$ 38,000</b>

## Compensation

The price proposal above will be billed as a mixed fee project with the following breakdown:

- Information Gathering tasks, Engineering tasks, & Bidding & Award tasks will be billed on a lump sum basis.
- Construction Tasks will be billed as follows
  - Task #175 & Task #177 will be billed on a lump sum basis.
  - Task #176 and Task #178 (If Authorized) will be billed at the Standard Hourly Rates.
    - Fee shown represents (8) eight weeks (40 working days) of full-time Construction Services per the Contractor's anticipated work schedule. See task #176 on prior page for itemized breakdown of weekly Construction Services costs.

### OHM Advisors

6001 EUCLID AVENUE SUITE 100  
CLEVELAND OHIO 44133

T 216.896.1333

OHM-Advisors.com

## Anticipated Project Schedule

Information Gathering Tasks:	April 2023
Engineering Tasks:	May 2023
Bidding & Award Tasks:	May – June 2023
Construction Tasks:	August – September 2023

## Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
  - If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Garfield Heights. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Garfield Heights.
  - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Garfield Heights.

## Client Responsibilities

- City of Garfield Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes
- City of Garfield Heights will provide the following, if available, to assist us with the project: (prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.)

## Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per ordinance number 104-2022 shall also apply to this contract.

### OHM Advisors

8001 EUCLID AVENUE SUITE 100  
CLEVELAND OHIO 44103

T 216.365.1335

[OHM-Advisors.com](http://OHM-Advisors.com)

*Ord 33-2023*

**FISCAL OFFICER'S CERTIFICATION**

Date: *April 6, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*\$ 80,000 - City share*  
*\$ 150,000 - CDBG Grant*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

*# 207 - Recreation Fund or # 223 - ARPA Funds*

and is free from any obligation, encumbrance, or certification now outstanding.

*Antonia Buer*

---

**Fiscal Officer/Finance Director**



ORDINANCE NO.:  
CO - SPONSORED  
SPONSORED BY:

34-2023

P. 7-0  
eff. 5-24-2023  
Adopted 4-24-2023

MAYOR MATTHEW A. BURKE

All of Council

AN ORDINANCE AUTHORIZING THE SALE AND DISPOSAL OF MUNICIPALLY OWNED PROPERTY WHICH HAS BEEN DETERMINED TO BE NO LONGER NEEDED FOR MUNICIPAL PURPOSES PURSUANT TO SECTION 129.02 OF THE CODIFIED ORDINANCES OF THE CITY OF GARFIELD HEIGHTS.

WHEREAS, pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, various departmental Directors of the City have determined that certain municipally owned properties are no longer needed for municipal uses or have become unsuitable for such uses; and

WHEREAS, the Mayor of the City of Garfield Heights, also pursuant to Section 129.02 of the Codified Ordinances, has approved this determination in writing, and

WHEREAS, the City of Garfield Heights intends to utilize the GovDeals Online Auction Site for the disposal of the various items identified herein as authorized pursuant to Ordinance 81-2010.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. Pursuant to Section 129.02 of the Codified Ordinances of the City of Garfield Heights, this Council hereby approves the sale of the following municipally owned properties which have been determined by the various Directors to be no longer needed for municipal uses or have become unsuitable for such uses, and such determination being approved by the Mayor in writing:

EQUIPMENT

1. PRO-VISION Bodycams and 4 docking stations
2. 10 or more Panasonic Toughbook Laptops
3. 1 large safe
4. Tahoe rear seats
5. Large amount of inoperable filing cabinets (little to no value/scrap)
6. PD #DB 2008 Ford Crown Victoria VIN# 2FAHP71V98X166022
7. PD #3449 2010 Ford Crown Victoria VIN# 2FABP7BV5AX137904
8. PD #3439 2011 Ford Crown Victoria VIN# 2FABP7BV1BX169105
9. PD #3420 2013 Ford Taurus VIN# 1FAHP2M81DG126865
10. PD #3415 2014 Ford Taurus VIN# 1FAHP2M88DG126863
11. PD #3422 2014 Ford Taurus VIN# 1FAHP2MK4EG170338
12. PD#3414 2014 Ford Explorer VIN# 1FM5K8AR4EGC26872
13. Misc. vehicle equipment, lightbars, siren box, old low band radio. Etc.

SECTION 2. The Finance Director is hereby authorized and directed to post the items identified herein for disposal/sale through the GovDeals Public Auction on-line system pursuant to the agreement entered into with GovDeals under Ordinance 81-2010 and in accordance with Section 129.02 of the Codified Ordinances.

SECTION 3. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED: Matthew A. Burke  
MAYOR

Thomas J. Vaughn  
PRESIDENT OF COUNCIL

ATTEST: Lottie O'neal  
CLERK OF COUNCIL

EFFECTIVE DATE: 5-24-2023

adopted 4-24-2023  
eff. 5-24-2023  
Passed: 7-0

ORDINANCE NO. 35-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

Co-Sponsored By: All of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,600,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF IMPROVING STREETS AND ROADS IN THE CITY BY RESURFACING, GRADING, DRAINING, CURBING, PAVING, AND IMPROVING, RECONSTRUCTING AND CONSTRUCTING CATCH BASINS, AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 22-2015, passed on May 26, 2015, there were issued \$2,000,000 Special Obligation Income Tax Street Improvement Notes, Series 2015, in anticipation of income tax revenue bonds supported by the City Income Tax, including the Street Fund Restricted Receipts but less the Sewer Fund Restricted Receipts in excess of the portion of the improvement described in Section 1 that is related to the improvement, reconstruction and construction of catch basins (collectively, the Income Tax Receipts), for the purpose of constructing the improvement described in Section 1, which notes were retired at maturity with a portion of the proceeds of \$2,500,000 Special Obligation Income Tax Street Improvement Notes, Series 2016, issued in anticipation of income tax revenue bonds, as set forth above, pursuant to Ordinance No. 20-2016, passed on May 23, 2016, which notes were retired at maturity with a portion of the proceeds of \$2,400,000 Special Obligation Income Tax Street Improvement Notes, Series 2017 issued in anticipation of income tax revenue bonds, as set forth above, pursuant to Ordinance No. 24-2017, passed on May 22, 2017, which notes were retired at maturity with a portion of the proceeds of \$2,200,000 Special Obligation Income Tax Street Improvement Notes, Series 2018 issued in anticipation of income tax revenue bonds, as set forth above, pursuant to Ordinance No. 31-2018 passed on May 14, 2018, which notes were retired at maturity with proceeds of \$2,000,000 Street Improvement Notes, Series 2019, issued in anticipation of general obligation bonds, pursuant to Ordinance No. 25-2019, passed on May 13, 2019, which notes were retired at maturity with proceeds of \$3,000,000 Street Improvement Notes, Series 2020, issued in anticipation of general obligation bonds, pursuant to Ordinance No. 37-2020, passed on April 27, 2020, which notes were retired at maturity with proceeds of \$2,800,000 Street Improvement Notes, Series 2021, issued in anticipation of general obligation bonds, pursuant to Ordinance No. 41-2021, passed on April 26, 2021, which notes were retired at maturity with the proceeds of \$2,600,000 of notes (the Outstanding Notes), issued in anticipation of general obligation bonds, pursuant to Ordinance No. 40-2022, passed on April 25, 2022, as part of a consolidated issue of \$3,600,000 Street Improvement Notes, Series 2022, which Outstanding Notes will mature on June 15, 2023; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the general obligation notes described in Section 3 and other funds available to the City; and



WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is at least 11 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is June 23, 2035;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Cuyahoga County, Ohio, that:

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$2,600,000 (the Bonds) to pay costs of improving streets and roads in the City by resurfacing, grading, draining, curbing, paving, and improving, reconstructing and constructing catch basins, and making other improvements as designated in the plans approved or to be approved by Council, together with all necessary appurtenances thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2024, shall bear interest at the now estimated rate of 6.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 11 annual principal installments on December 1 of each year that are substantially equal. The first principal installment is estimated to be December 1, 2025, and the first interest payment is estimated to be December 1, 2024.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$2,600,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes signed in accordance with Section 6 of this ordinance (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity (the Prepayment Date) as provided in this ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be



exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date, unless that notice is waived by the Original Purchaser and the Paying Agent. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance the Original Purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Form and Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

“Book entry form” or “book entry system” means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book-entry system and, if and as long as a book-entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book-entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the Director of Finance may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book-entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

#### Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this ordinance and the Note Purchase Agreement (as defined below). The Director of Finance shall sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Note Purchase Agreement. If the Director of Finance and the Original Purchaser determine to use a Note Purchase Agreement, then the Mayor and the Director of Finance may sign and deliver, in the name and on behalf of the City, the Note Purchase Agreement between the City and the Original Purchaser (the Note Purchase Agreement), in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Notes. The Note Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Purchase Agreement or amendments thereto.

(c) Application for Rating: Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(d) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms as are now on file with the Clerk of Council with such changes not materially adverse to the City as may be approved by the officers of the City executing the Standby Note Purchase Agreement and Paying Agent Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the 8.3-mill limitation provided by the Charter of the City, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the 8.3-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the

same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes or Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes or Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and ordinances of the City, and the City covenants, subject and pursuant to such authority, including particularly Revised Code Sections 133.05(B)(7) and 5705.51(A)(5) and (D), to appropriate annually from those municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment, of the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute arbitrage bonds, private activity bonds or hedge bonds under Sections 141, 148 or 149 of Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.



Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the principal of and interest on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Retention of Municipal Advisor. The City retains MAS Financial Advisory Services, LLC to provide financial advisory services as the City's "municipal advisor" as that term is defined in Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") relating to the authorization, structuring, sale, issuance and delivery by the City of the Notes. Those municipal advisory services shall be rendered to the City by MAS Financial Advisory Services, LLC in compliance with the Dodd-Frank Act, the rules and regulations promulgated thereunder and in accordance with the form of agreement between the City and MAS Financial Advisory Services, LLC which form of agreement is currently on file with the Clerk of Council (the "Advisory Agreement"). The Mayor, the Director of Finance and/or the Director of Law are each hereby authorized to execute and deliver the agreement between the City and MAS Financial Advisory Services, LLC, with such changes to the form of agreement currently on file with the Clerk of Council that are not materially adverse to the City with the execution by such City officials being conclusive evidence that any such changes are not materially adverse to the City. MAS Financial Advisory Services, LLC shall provide those municipal advisory services as an independent contractor in accordance with the Dodd-Frank Act and the rules and regulations promulgated thereunder. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Advisory Agreement from the proceeds of the Notes to the extent

available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at the earliest possible date, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; this Ordinance shall be in full force and effect at the earliest time permitted by law following its passage and approval by the Mayor.

PASSED: 4-24-2023

APPROVED:

Math ABL

Therese Vaughn

PRESIDENT OF COUNCIL

ATTEST:

Lottie O'neill

EFFECTIVE DATE: 5-24-2023

## FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Garfield Heights, Ohio:

As fiscal officer of the City of Garfield Heights, Ohio, I certify in connection with your proposed issue of not to exceed \$2,600,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), to pay costs of improving streets and roads in the City by resurfacing, grading, draining, curbing, paving, and improving, reconstructing and constructing catch basins, and making other improvements as designated in the plans approved or to be approved by Council, together with all necessary appurtenances thereto (collectively, the improvement):

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is at least 15 years, being my estimate of the life or period of usefulness of the improvement. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds; thus, the maximum maturity of the Bonds is 11 years.

3. The maximum maturity of the Notes is June 23, 2035, which is 20 years from June 23, 2015, the date of issuance of the original notes issued for this purpose.

Dated: April 24, 2023



---

Director of Finance  
City of Garfield Heights, Ohio



adopted 4-24-2023  
eff. 5-24-2023  
passed 7-0

ORDINANCE NO. 36-2023

SPONSORED BY: MATTHEW A. BURKE

*Co-Sponsored By: All of Council*

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$250,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF IMPROVING STREETS AND ROADS IN THE CITY BY RESURFACING, GRADING, DRAINING, CURBING, PAVING, AND IMPROVING, RECONSTRUCTING AND CONSTRUCTING CATCH BASINS, AND MAKING OTHER IMPROVEMENTS AS DESIGNATED IN THE PLANS APPROVED OR TO BE APPROVED BY COUNCIL, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 41-2022, passed on April 25, 2022, there were issued \$250,000 of notes (the Outstanding Notes), issued in anticipation of bonds for the purpose stated in Section 1, as part of a consolidated issue of \$3,600,000 Street Improvement Notes, Series 2022, which Outstanding Notes will mature on June 15, 2023; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 15 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is June 15, 2042;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Cuyahoga County, Ohio, that:

Section 1. Authorized Principal Amount of Anticipated Bonds; Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$250,000 (the Bonds) to pay costs of improving streets and roads in the City by resurfacing, grading, draining, curbing, paving, and improving, reconstructing and constructing catch basins, and making other improvements as designated in the plans approved or to be approved by Council, together with all necessary appurtenances thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2024, shall bear interest at the now estimated rate of 6.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 15 annual principal installments on December 1 of each year that are substantially equal. The first principal installment is estimated to be December 1, 2025, and the first interest payment is estimated to be December 1, 2024.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to

exceed \$250,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes signed in accordance with Section 6 of this ordinance (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity (the Prepayment Date) as provided in this ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date, unless that notice is waived by the Original Purchaser and the Paying Agent. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance the Original Purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Form and Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City

and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book-entry system and, if and as long as a book-entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book-entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the Director of Finance may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book-entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

#### Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this ordinance and the Note Purchase Agreement (as defined below). The Director of Finance shall sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such



actions as are necessary or appropriate to consummate the transactions contemplated by this ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Note Purchase Agreement. If the Director of Finance and the Original Purchaser determine to use a Note Purchase Agreement, then the Mayor and the Director of Finance may sign and deliver, in the name and on behalf of the City, the Note Purchase Agreement between the City and the Original Purchaser (the Note Purchase Agreement), in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Notes. The Note Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Purchase Agreement or amendments thereto.

(c) Application for Rating: Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(d) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms as are now on file with the Clerk of Council with such changes not materially adverse to the City as may be approved by the officers of the City executing the Standby Note Purchase Agreement and Paying Agent Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the 8.3-mill limitation provided by the Charter of the City, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the 8.3-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes or Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes or Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and ordinances of the City, and the City covenants, subject and pursuant to such authority, including particularly Revised Code Sections 133.05(B)(7) and 5705.51(A)(5) and (D), to appropriate annually from those municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment, of the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute arbitrage bonds, private activity bonds or hedge bonds under Sections 141, 148 or 149 of Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on

investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the principal of and interest on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws,

rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Retention of Municipal Advisor. The City retains MAS Financial Advisory Services, LLC to provide financial advisory services as the City's "municipal advisor" as that term is defined in Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") relating to the authorization, structuring, sale, issuance and delivery by the City of the Notes. Those municipal advisory services shall be rendered to the City by MAS Financial Advisory Services, LLC in compliance with the Dodd-Frank Act, the rules and regulations promulgated thereunder and in accordance with the form of agreement between the City and MAS Financial Advisory Services, LLC which form of agreement is currently on file with the Clerk of Council (the "Advisory Agreement"). The Mayor, the Director of Finance and/or the Director of Law are each hereby authorized to execute and deliver the agreement between the City and MAS Financial Advisory Services, LLC, with such changes to the form of agreement currently on file with the Clerk of Council that are not materially adverse to the City with the execution by such City officials being conclusive evidence that any such changes are not materially adverse to the City. MAS Financial Advisory Services, LLC shall provide those municipal advisory services as an independent contractor in accordance with the Dodd-Frank Act and the rules and regulations promulgated thereunder. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Advisory Agreement from the proceeds of the Notes to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.



Section 17. Declaration of Emergency; Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at the earliest possible date, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; this Ordinance shall be in full force and effect at the earliest time permitted by law following its passage and approval by the Mayor.

PASSED: 4-24-2023

APPROVED: Matthew A. B. L.

Thomas J. Vaughan  
PRESIDENT OF COUNCIL

ATTEST: Lothe Overly

EFFECTIVE DATE: 5-24-2023

## FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Garfield Heights, Ohio:

As fiscal officer of the City of Garfield Heights, Ohio, I certify in connection with your proposed issue of not to exceed \$250,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), to pay costs of improving streets and roads in the City by resurfacing, grading, draining, curbing, paving, and improving, reconstructing and constructing catch basins, and making other improvements as designated in the plans approved or to be approved by Council, together with all necessary appurtenances thereto (collectively, the improvement):

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 15 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is June 15, 2042, which is 20 years from June 15, 2022, the date of issuance of the original notes issued for this purpose.

Dated: April 24, 2023



---

Director of Finance  
City of Garfield Heights, Ohio

Passed 7-0

adopted 4-24-2023

eff. 5-24-2023

ORDINANCE NO. 37-2023

SPONSORED BY: MATTHEW A. BURKE

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$750,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF CONSTRUCTING AND RECONSTRUCTING STREETS, SIDEWALKS, WATER LINES AND RELATED WATER SUPPLY FACILITIES, SANITARY SEWERS AND RELATED SANITARY FACILITIES, STORM SEWERS, AND CATCH BASINS AND RELATED DRAINAGE FACILITIES, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 42-2022, passed on April 25, 2022, there were issued \$750,000 of notes (the Outstanding Notes), issued in anticipation of bonds for the purpose stated in Section 1, as part of a consolidated issue of \$3,600,000 Street Improvement Notes, Series 2022, which Outstanding Notes will mature on June 15, 2023; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, the Director of Finance as fiscal officer of this City has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is June 15, 2042;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Cuyahoga County, Ohio, that:

Section 1. Authorized Principal Amount of Anticipated Bonds: Purpose. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$750,000 (the Bonds) to pay costs of constructing and reconstructing streets, sidewalks, water lines and related water supply facilities, sanitary sewers and related sanitary facilities, storm sewers, and catch basins and related drainage facilities, together with all necessary appurtenances thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2024, shall bear interest at the now estimated rate of 6.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are substantially equal. The first principal installment is estimated to be December 1, 2025, and the first interest payment is estimated to be December 1, 2024.

Section 3. Authorized Principal Amount of Notes: Dating: Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$750,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds and to retire the Outstanding Notes. The Notes shall be dated the date of issuance and shall mature one year from



the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes signed in accordance with Section 6 of this ordinance (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges: Paying Agent: Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America, or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank, or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent). If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City at any time prior to maturity (the Prepayment Date) as provided in this ordinance. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date, unless that notice is waived by the Original Purchaser and the Paying Agent. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice (unless the requirement of that notice is waived as stated above), interest on the principal amount prepaid shall cease to accrue on the Prepayment Date, and upon the request of the Director of Finance the Original Purchaser of the Notes shall arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Form and Execution of Notes: Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance in the Certificate of Award. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this ordinance. As used in this section and this ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of

the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book-entry system and, if and as long as a book-entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book-entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book-entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the Director of Finance may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book-entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

#### Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par plus accrued interest to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this ordinance and the Note Purchase Agreement (as defined below). The Director of Finance shall sign the Certificate of Award referred to in Section 3 evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this

ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Note Purchase Agreement. If the Director of Finance and the Original Purchaser determine to use a Note Purchase Agreement, then the Mayor and the Director of Finance may sign and deliver, in the name and on behalf of the City, the Note Purchase Agreement between the City and the Original Purchaser (the Note Purchase Agreement), in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Notes. The Note Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Purchase Agreement or amendments thereto.

(c) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

(d) Ohio Market Access Program. If the Director of Finance determines in the Certificate of Award for it to be in the best interest of and financially advantageous to the City, the City shall participate in the Treasurer of State's Ohio Market Access Program.

The Standby Note Purchase Agreement (Standby Note Purchase Agreement) and Paying Agent Agreement (Paying Agent Agreement) are hereby authorized in the forms as are now on file with the Clerk of Council with such changes not materially adverse to the City as may be approved by the officers of the City executing the Standby Note Purchase Agreement and Paying Agent Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (A) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (B) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the 8.3-mill limitation provided by the Charter of the City, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer of State at stated maturity.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the 8.3-mill limitation provided by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due. In each year to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes or Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes or Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio and ordinances of the City, and the City covenants, subject and pursuant to such authority, including particularly Revised Code Sections 133.05(B)(7) and 5705.51(A)(5) and (D), to appropriate annually from those municipal income taxes such amount as is necessary to meet such annual debt charges. Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes or Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment, of the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute arbitrage bonds, private activity bonds or hedge bonds under Sections 141, 148 or 149 of Internal Revenue Code of 1986, as amended (the Code) or (ii) be treated other than as bonds to which Section 103 of the Code applies and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv)



maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation or treatment of the Notes as "qualified tax-exempt obligations"), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. Certification and Delivery of Ordinance. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this ordinance and a signed copy of the Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the principal of and interest on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Notes and the rendering of the necessary legal opinion upon the delivery of the Notes. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of

public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 14. Retention of Municipal Advisor. The City retains MAS Financial Advisory Services, LLC to provide financial advisory services as the City's "municipal advisor" as that term is defined in Section 975 of Title IX of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") relating to the authorization, structuring, sale, issuance and delivery by the City of the Notes. Those municipal advisory services shall be rendered to the City by MAS Financial Advisory Services, LLC in compliance with the Dodd-Frank Act, the rules and regulations promulgated thereunder and in accordance with the form of agreement between the City and MAS Financial Advisory Services, LLC which form of agreement is currently on file with the Clerk of Council (the "Advisory Agreement"). The Mayor, the Director of Finance and/or the Director of Law are each hereby authorized to execute and deliver the agreement between the City and MAS Financial Advisory Services, LLC, with such changes to the form of agreement currently on file with the Clerk of Council that are not materially adverse to the City with the execution by such City officials being conclusive evidence that any such changes are not materially adverse to the City. MAS Financial Advisory Services, LLC shall provide those municipal advisory services as an independent contractor in accordance with the Dodd-Frank Act and the rules and regulations promulgated thereunder. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Advisory Agreement from the proceeds of the Notes to the extent available and then from other moneys lawfully available and appropriated or to be appropriated for that purpose.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this ordinance unless otherwise indicated.

Section 17. Declaration of Emergency: Effective Date. This ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Notes can be sold and issued at the earliest possible date, which is necessary to enable the City to retire the Outstanding Notes and thereby preserve its credit; this Ordinance shall be in full force and effect at the earliest time permitted by law following its passage and approval by the Mayor.

PASSED: 4-24-2023

APPROVED: Math ABL

Therese Vaughn  
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly

EFFECTIVE DATE: 5-24-2023

## FISCAL OFFICER'S CERTIFICATE

To the Council of the City of Garfield Heights, Ohio:

As fiscal officer of the City of Garfield Heights, Ohio, I certify in connection with your proposed issue of not to exceed \$750,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), to pay costs of constructing and reconstructing streets, sidewalks, water lines and related water supply facilities, sanitary sewers and related sanitary facilities, storm sewers, and catch basins and related drainage facilities, together with all necessary appurtenances thereto (collectively, the improvement):

1. The estimated life or period of usefulness of the improvement is at least five years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years. If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is June 15, 2042, which is 20 years from June 15, 2022, the date of issuance of the original notes issued for this purpose.

Dated: April 24, 2023



---

Director of Finance  
City of Garfield Heights, Ohio

Passed 7-0  
Eff. 4-24-2023  
adopted 4-24-20

ORDINANCE NO.: 38-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH ULMER & BERNE, LLP TO PROVIDE THE GARFIELD HEIGHTS MUNICIPAL COURT WITH LEGAL SERVICES


NOW, THEREFORE BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor, or his Designee, is hereby authorized and directed to enter into an agreement with Ulmer & Berne, LLP to provide the Garfield Heights Municipal Court with legal services in accordance with the Judgment Entry attached hereto as Exhibit A and incorporated as if fully written within.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED:   
MAYOR

  
PRESIDENT OF COUNCIL

ATTEST:   
CLERK OF COUNCIL

EFFECTIVE DATE: 4-24-2023



**Garfield Heights Municipal Court**  
**Cuyahoga County, Ohio**

IN RE:

APPOINTMENT AND COMPENSATION OF  
ULMER & BERNE LLP

JUDGMENT ENTRY

WHEREAS, the Ohio Supreme Court declared that ORC 4511.092, *et seq.* is constitutional and fully enforceable; and

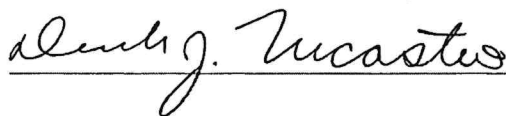
WHEREAS, from June 2022 to the present, the undersigned Presiding Judge and Clerk of Court have attempted to implement a digital system able to process approximately 70,000 Village of Newburgh Heights traffic camera tickets per year; and

WHEREAS, conflicts have arisen in the interpretation of the statute and application of Clerk processes between the Presiding Judge and the Village of Newburgh Heights which have resulted in a potential for conflict between the administrative function of the Presiding Judge and the judicial function of said Judge in hearing and determining contested tickets;

WHEREAS, the Court finds that special counsel is necessary for representation of the Judges and court personnel in the implementation of these processes;

NOWHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that

1. Ulmer & Berne LLP, by and through Amanda Martinsek, Attorney at Law, is hereby appointed special counsel to represent the Judges and all other court personnel regarding any matter related to the Village of Newburgh Heights with regard to ORC 4511.092 *et seq.* and all related matters until further Order of the Court.
2. The compensation for Ulmer & Berne LLP shall be paid from the Municipal Court Traffic Camera Fund but if said compensation should exceed said monies, the Village of Newburgh Heights shall pay said compensation by reimbursement to the City of Garfield Heights or pursuant to any other Order issued by the Presiding Judge.
3. The City of Garfield Heights, by and through the Finance Director and City Council, is hereby ordered to forthwith provide for payment of said compensation to Ulmer & Berne LLP as authorized by the presiding judge through purchase orders as may be issued from time to time.



Date: April 14, 2023

Judge Deborah J. Nicastro  
Presiding Judge 2023

*Ordinance 38-2023*

**FISCAL OFFICER'S CERTIFICATION**

**Date:** *April 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*approx. \$20,000<sup>00</sup>*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

*#230 - Traffic Camera Fund*

and is free from any obligation, encumbrance, or certification now outstanding.

*Bonnie Blair*

---

**Fiscal Officer/Finance Director**

passed 7-0  
eff. 4-24-2023  
adopted 4-24-2023

ORDINANCE NO.: 39-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH I2C TECHNOLOGIES, LTD. FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS THROUGHOUT THE CITY OF GARFIELD HEIGHTS

*WHEREAS*, The City of Garfield Heights currently utilizes security cameras for law enforcement purposes are various intersections and roads throughout the City, and

*WHEREAS*, much of the equipment currently being used is outdated, or in some cases, no longer fully functioning, and

*WHEREAS*, at this time, the City wishes to utilize a portion of the ARPA violence reduction grant funding it has received to purchase and install new cameras throughout the City, and

*WHEREAS*, per Ohio Revised Code Section 125.04(C) governmental agencies may purchase equipment/services without bidding so long as the equipment/service has been purchased for less than or equal to the cost of the state contract, and

*WHEREAS*, accordingly, the City wishes to enter into an agreement with I2C Technologies, Ltd. to purchase said cameras upon equivalent terms, conditions, and specifications through State of Ohio, Department of Administrative Services, Contract #STS #800890 at a total cost not to exceed \$132,000.00; the entire amount will be paid for with ARPA grant funding.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

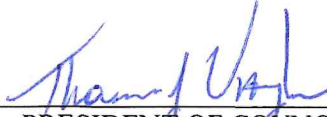
SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement with I2C Technologies, Ltd. in a total amount not to exceed \$132,000.00 (quotation attached hereto as Exhibit A and incorporated as if fully written within) for the aforementioned purposes.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED:   
MAYOR

  
PRESIDENT OF COUNCIL

ATTEST:   
CLERK OF COUNCIL

EFFECTIVE DATE: 4-24-2023



## i2c Security Proposal

Garfield Heights Police Department

I2C Technologies, LTD  
413 Applegrove St. NW  
North Canton, Ohio 44720  
Phone: (888) 422-7749  
Email: [Sales@i2ctech.com](mailto:Sales@i2ctech.com)  
Web: [www.i2ctech.com](http://www.i2ctech.com)



# Intersection Cameras

4/12/23

Item #	Description	STS Unit Price	Qty	Ext Price
<b>Turney / Rockside</b>				
1	<b>AXIS Q6135-LE.</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$ 2,596.02	1	\$ 2,596.02
2	AXIS T91L61 WALL-AND-POLE MOUNT	\$ 116.62	1	\$ 116.62
3	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$ 1,028.02	2	\$ 2,056.04
4	AXIS T91B47 100-410MM	\$ 97.02	2	\$ 194.04
5	AXIS SURVEILLANCE CARD 64 GB	\$ 38.22	3	\$ 114.66
6	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$ 489.02	1	\$ 489.02
7	J-Arm Mounting Bracket	\$ 48.02	1	\$ 48.02
8	8 Port 60W Managed POE Switch	\$ 155.82	1	\$ 155.82
9	Installation and Configuration	\$ 110.00	4	\$ 440.00
10	Camera Configuration Setup and Training - Per Camera Installed on System	\$ 58.80	3	\$ 176.40
11	Cabling	\$ 250.00	4	\$ 1,000.00
<b>Turney / Mapleleaf</b>				
12	<b>AXIS Q6135-LE.</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$ 2,596.02	1	\$ 2,596.02
13	AXIS T91L61 WALL-AND-POLE MOUNT	\$ 116.62	1	\$ 116.62
14	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$ 1,028.02	2	\$ 2,056.04
15	AXIS T91B47 100-410MM	\$ 97.02	2	\$ 194.04
16	AXIS SURVEILLANCE CARD 64 GB	\$ 38.22	3	\$ 114.66
17	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$ 489.02	1	\$ 489.02
18	J-Arm Mounting Bracket	\$ 48.02	1	\$ 48.02
19	8 Port 60W Managed POE Switch	\$ 155.82	1	\$ 155.82
20	Installation and Configuration	\$ 110.00	4	\$ 440.00
21	Camera Configuration Setup and Training - Per Camera Installed on System	\$ 58.80	3	\$ 176.40

22	Cabling	\$	250.00	4	\$	1,000.00
<b>Crofton Rd - Utility Pole - Wireless Jump</b>						
23	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
24	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
25	Installation and Configuration	\$	110.00	2	\$	220.00
26	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
27	Cabling	\$	250.00	1	\$	250.00
<b>Police Department - Wireless Base - Connection to Network</b>						
28	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
29	Installation and Configuration	\$	110.00	1	\$	110.00
30	Cabling	\$	250.00	1	\$	250.00
<b>Civic Center - Wireless Base - Connection to Network</b>						
31	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
32	Installation and Configuration	\$	110.00	1	\$	110.00
33	Cabling	\$	250.00	1	\$	250.00
<b>Turney / Granger</b>						
34	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
35	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
36	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
37	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
38	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
39	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
40	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
41	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
42	Installation and Configuration	\$	110.00	4	\$	440.00
43	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
44	Cabling	\$	250.00	4	\$	1,000.00
<b>Fire Station (McCracken) - Wireless Base - Connection to Network</b>						
45	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
46	Installation and Configuration	\$	110.00	1	\$	110.00
47	Cabling	\$	250.00	1	\$	250.00

**Turney / McCracken**

48	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
49	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
50	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
51	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
52	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
53	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
54	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
55	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
56	Installation and Configuration	\$	110.00	5	\$	550.00
57	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
58	Cabling	\$	250.00	4	\$	1,000.00

**Turney / Vernon**

59	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
60	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
61	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
62	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
63	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
64	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
65	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
66	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
67	Installation and Configuration	\$	110.00	5	\$	550.00
68	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
69	Cabling	\$	250.00	4	\$	1,000.00

**Turney / Langton**

70	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
71	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
72	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
73	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
74	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
75	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
76	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
77	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
78	Installation and Configuration	\$	110.00	5	\$	550.00
79	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
80	Cabling	\$	250.00	4	\$	1,000.00

**Turney / Edgepark Dr**

81	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
82	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
83	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
84	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
85	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
86	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
87	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
88	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
89	Installation and Configuration	\$	110.00	4	\$	440.00
90	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
91	Cabling	\$	250.00	4	\$	1,000.00

**Garfield Blvd / East 86**

92	<b>VPMax Surveillance Solution</b> - Custom powder coated steel housing with cellular modem and 4 TB ruggedized server and Axis Camera Station VMS. Cameras onboard include 1x - Axis Q6135-LE and 2x - P3268-LVE	\$	9,996.00	1	\$	9,996.00
93	Installation and Configuration	\$	110.00	1	\$	110.00



#### East 131 / Rexwood

94	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
95	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
96	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
97	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
98	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
99	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
100	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
101	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
102	Installation and Configuration	\$	110.00	4	\$	440.00
103	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40
104	Cabling	\$	250.00	4	\$	1,000.00

#### Fire Station #2 - Wireless Base - Connection to Network

105	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
106	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
107	Installation and Configuration	\$	110.00	1	\$	110.00
108	Cabling	\$	250.00	1	\$	250.00

#### Broadway / McCracken Intersection

109	<b>AXIS Q6135-LE</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
110	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
111	<b>AXIS P3268-LVE</b> - High-performance fixed dome camera with Deep Learning Processing Unit (DLPU). Forensic WDR, Lightfinder 2.0 and Optimized IR. Discreet, dust- and IK10 vandal-resistant outdoor casing. Varifocal 3-8 mm P-Iris lens with remote zoom and focus. Multiple, individually configurable streams, H.264/H.265 with Zipstream and Motion JPEG. 8MP 4K stream in 16:9 up to 30fps. AXIS Object Analytics, Video motion detection and tampering alarm. Two-way audio and audio detection. Supervised digital input / digital output for alarm / event handling. MQTT support. Axis Edge Vault for added cyber security. Built in case open switch. MicroSD memory card slot for local storage. Powered by IEEE 802.3af/802.3at Type 1 Class 3. Extended temperature range. Includes mounting bracket and weather shield.	\$	1,028.02	2	\$	2,056.04
112	AXIS T91B47 100-410MM	\$	97.02	2	\$	194.04
113	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	3	\$	114.66
114	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
115	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
116	8 Port 60W Managed POE Switch	\$	155.82	2	\$	311.64
117	Installation and Configuration	\$	110.00	1	\$	110.00
118	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	3	\$	176.40

119	Cabling	\$	250.00	4	\$	1,000.00
<b>Broadway/McCracken Wireless Jump to Service Garage</b>						
120	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	5	\$	2,445.10
121	J-Arm Mounting Bracket	\$	48.02	5	\$	240.10
123	Installation and Configuration	\$	110.00	5	\$	550.00
124	8 Port 60W Managed POE Switch	\$	155.82	5	\$	779.10
125	Cabling	\$	250.00	5	\$	1,250.00
<b>480 Pole Near Service Garage</b>						
126	<b>AXIS Q6135-LE.</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	2	\$	5,192.04
127	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	2	\$	233.24
128	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	2	\$	76.44
129	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	2	\$	978.04
130	J-Arm Mounting Bracket	\$	48.02	2	\$	96.04
131	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
132	Installation and Configuration	\$	110.00	3	\$	330.00
133	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	2	\$	117.60
134	Cabling	\$	250.00	2	\$	500.00
<b>Antenucci/Turney PTZ</b>						
135	<b>AXIS Q6135-LE.</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	2	\$	5,192.04
136	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	2	\$	233.24
137	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	2	\$	76.44
138	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
139	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
140	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82
141	Installation and Configuration	\$	110.00	4	\$	440.00
142	Camera Configuration Setup and Training - Per Camera Installed on System	\$	58.80	2	\$	117.60
143	Cabling	\$	250.00	2	\$	500.00
<b>Cell Tower Equipment</b>						
144	<b>AXIS Q6135-LE.</b> - PTZ camera with continues 360° pan and build in IR illumination (660ft) with 32x optical zoom, Autofocus and Focus Recall. HDTV 1080p @ 60fps (1920x1080) in Motion JPEG, H.264, H.265, and Axis Zipstream. Day & Night, IP66, NEMA 4X and NEMA TS2 classification. Full-size SD-card slot. Perfect image quality in all directions without distortion. WDR, EIS, Speed dry. Includes Advanced gate keeper and analytics. Repaintable surface. Midspan with fiber slot and RJ45 input included.	\$	2,596.02	1	\$	2,596.02
145	AXIS T91L61 WALL-AND-POLE MOUNT	\$	116.62	1	\$	116.62
146	AXIS SURVEILLANCE CARD 64 GB	\$	38.22	1	\$	38.22
147	Wireless Reciever - Includes power supplies and NEMA outdoor enclosure for power supplies/data switch	\$	489.02	1	\$	489.02
148	J-Arm Mounting Bracket	\$	48.02	1	\$	48.02
149	8 Port 60W Managed POE Switch	\$	155.82	1	\$	155.82

#### Servers

150	<b>AXIS Camera Station S1116 Racked</b> - Recorder is an out-of-the-box ready rack-server tested and validated with Axis products for reliable surveillance up to 4K video streams. Preconfigured and preloaded with AXIS Camera Station video management software including licenses for 16 channels plus all necessary system software. Includes 5-year limited hardware warranty, on-site hardware replacement service and keep your hard drive.	\$	4,017.02	3	\$	12,051.06
-----	---	----	----------	---	----	-----------

#### Lift Rental

156	Lift Rental	\$	2,449.02	1	\$	2,449.02
-----	-------------	----	----------	---	----	----------

Total Price **\$122,173.24**

157	1 year extended warranty (2 years total)	\$	9,773.86	1	\$	9,773.86
-----	--	----	----------	---	----	----------

Tax (calculated at the time of final invoice if applicable) **\$0.00**

**Grand Total \$131,947.10**

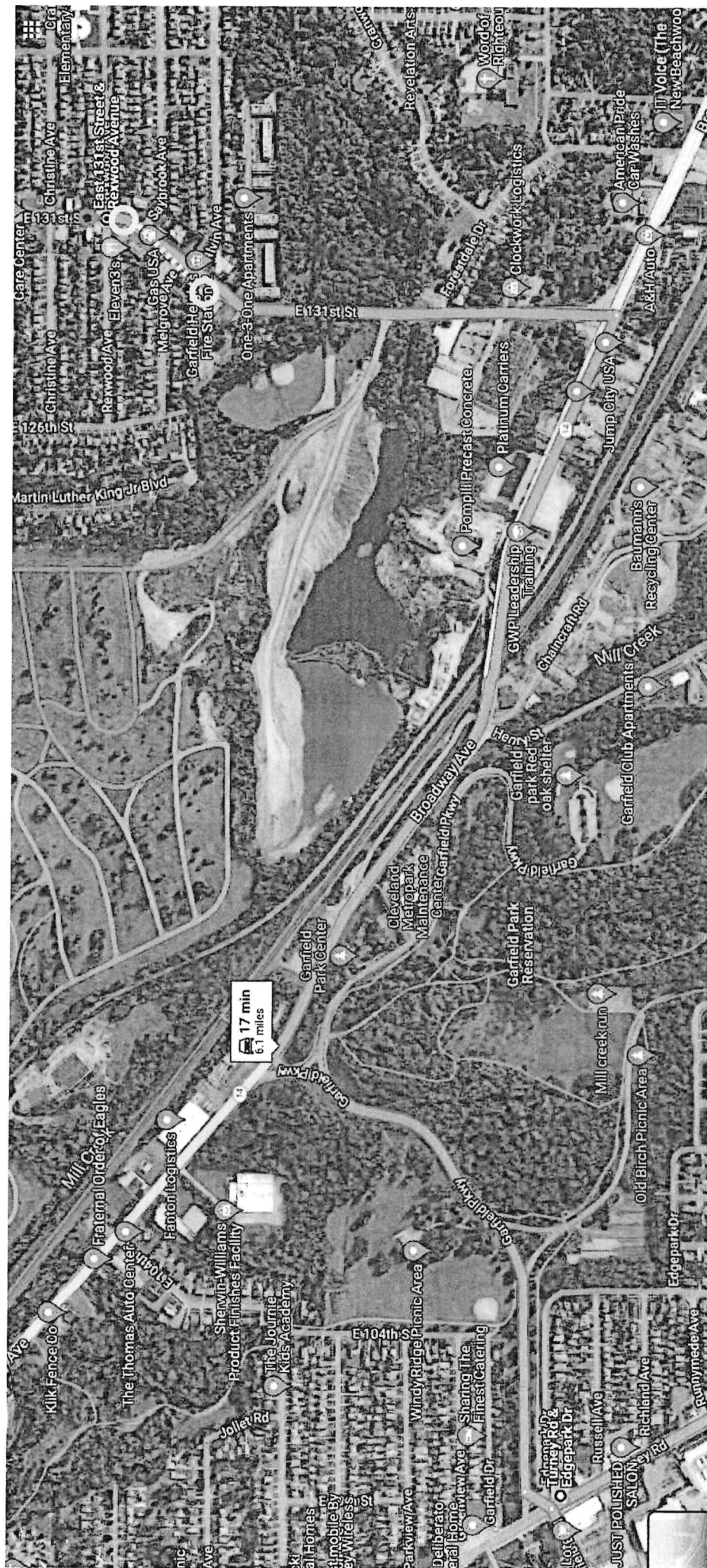
#### Notes

- Payment Terms are 50% down / 50% upon completion
- Customer to provide electrical connection at utility poles
- Traffic control boxes assumed open and available conduit into traffic poles for cables
- Garfield Heights PD to facilitate access to traffic control boxes for 110vac power
- Customer to provide road safety as needed
- Customer to provide static ip sim card from cellular provider
- State Term Pricing - STS#800890

#### Warranty and Contract Information

i2c Technologies installed systems include a 1 Year Warranty. This warranty includes all parts, onsite labor (if installed by i2c techs), remote support, unlimited tech support, system health monitoring, software upgrades and system adjustments. All support is provided by our Ohio based Support Team. This coverage can be extended after year 1 for 8% of the purchase price per year or for 3 years for 21% of the purchase price (7% per year).

i2c Technologies understands IP. Unlike other camera providers, our staff are IT professionals. We have designed cutting edge IP video surveillance solutions for businesses for over 15 years. Every i2c network camera system is designed by an IT expert, and we only use world class products because we realize that protecting your business shouldn't compromise your network's security and performance



















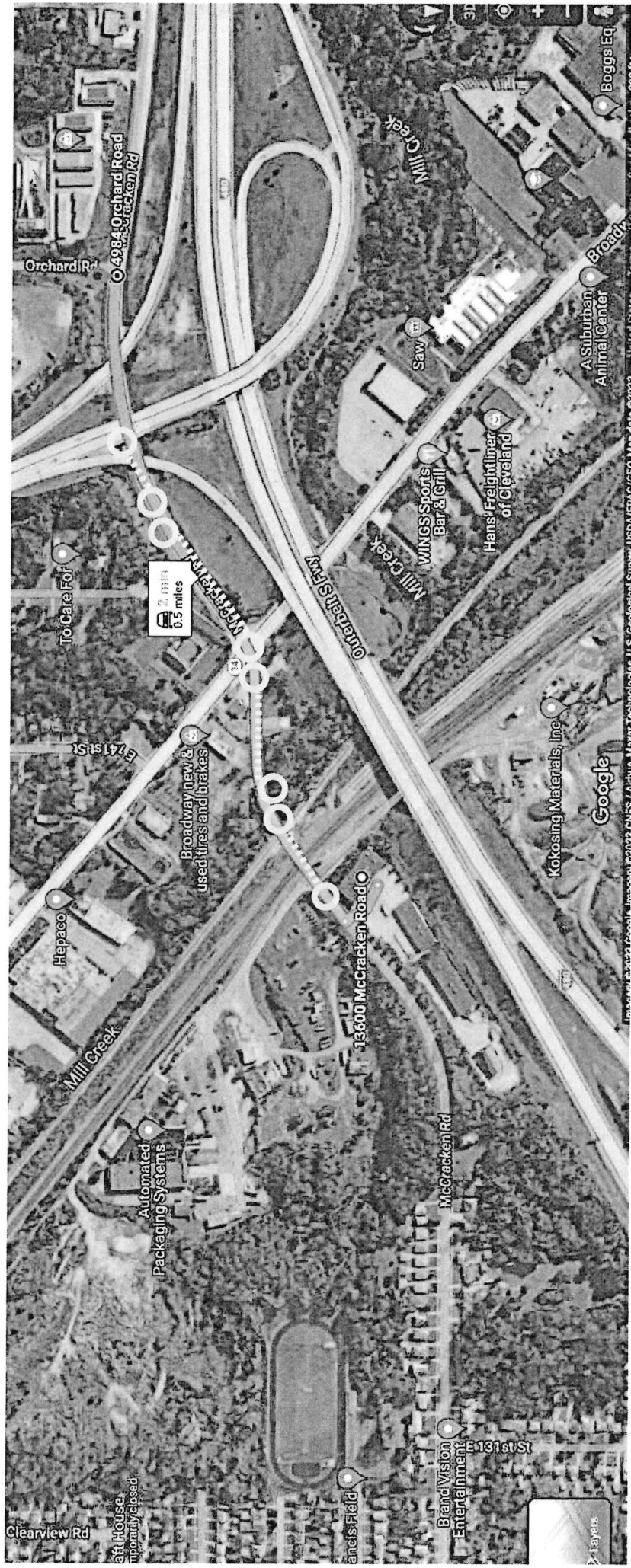












## AXIS Q6135-LE PTZ Network Camera

### High-speed PTZ with long-range optimizedIR

AXIS Q6135-LE offers HDTV 1080p with 32x optical zoom. It features OptimizedIR up to 250 m (820 ft) or more depending on the scene and Lightfinder 2.0 for clear, sharp images even in challenging light. Sharpdome technology allows you to see 20° above the horizon with the same sharp image quality as below. It includes orientation aid and autotracking 2 with click and track functionality. Privacy masking with mosaic lets you pixelate whole areas of the scene. It includes enhanced security features such as signed firmware, secure boot and TPM module. Plus, Axis Zipstream with support for H.264 and H.265.

- > HDTV 1080p with 32x optical zoom
- > OptimizedIR (250 m/820 ft range)
- > Lightfinder 2.0
- > Autotracking 2 and orientation aid
- > TPM, FIPS 140-2 level 2 certified



# AXIS Q6135-LE PTZ Network Camera

<b>Models</b>	AXIS Q6135-LE 50 Hz AXIS Q6135-LE 60 Hz	IP address removed, network lost, new IP address, shock detected, storage failure, system ready, within operating temperature Edge storage: recording ongoing, storage disruption I/O: manual trigger, virtual input MQTT subscribe PTZ: PTZ malfunctioning, PTZ movement, PTZ preset position reached, PTZ ready, PTZ autotracking Scheduled and recurring: scheduled event Video: live stream open, day/night mode
<b>Camera</b>		
<b>Image sensor</b>	1/2.8" Progressive scan CMOS	
<b>Lens</b>	Varifocal, 4.3–137.6 mm, F1.4 – 4.0 Horizontal field of view: 58.3°–2.4° Vertical field of view: 34.9°–1.3° Autofocus, auto-iris	
<b>Day and night</b>	Automatically removable infrared-cut filter	
<b>Minimum illumination</b>	Color: 0.06 lux at 30 IRE F1.4 B/W: 0.008 lux at 30 IRE F1.4, 0 lux with IR illumination on Color: 0.09 lux at 50 IRE F1.4 B/W: 0.01 lux at 50 IRE F1.4, 0 lux with IR illumination on	
<b>Shutter speed</b>	1/66500 s to 2s	
<b>Pan/Tilt/Zoom</b>	Pan: 360° endless, 0.05°–700°/s Tilt: +20 to -90°, 0.05°–500°/s Zoom: 32x optical, 12x digital, total 384x zoom Nadir flip, 256 preset positions, tour recording (max 10, max duration 16 minutes each), guard tour (max 100), control queue, on-screen directional indicator, orientation aid PTZ, set new pan 0°, adjustable zoom speed, speed dry	
<b>System on chip (SoC)</b>		
<b>Model</b>	ARTPEC-7	
<b>Memory</b>	1024 MB RAM, 512 MB Flash	
<b>Compute capabilities</b>	Machine learning processing unit (MLPU)	
<b>Video</b>		
<b>Video compression</b>	H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
<b>Resolution</b>	1920x1080p (HDTV 1080p) to 320x180	
<b>Frame rate</b>	Up to 50/60 fps (50/60 Hz) in 1080p	
<b>Video streaming</b>	Multiple, individually configurable streams in H.264, H.265 and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265	
<b>Image settings</b>	Compression, saturation, brightness, sharpness, contrast, local contrast, white balance, exposure control, exposure zones, Forensic WDR: Up to 120 dB depending on scene, defogging, day/night shift level, tone mapping, fine tuning of low-light behavior, rotation: 0°, 180°, text and image overlay, image freeze on PTZ, electronic image stabilization (EIS), scene profiles, 32 individual polygon privacy masks	
<b>Audio</b>		
<b>Audio input/output</b>	Two-way audio connectivity via optional AXIS T61 Audio and I/O Interfaces with portcast technology	
<b>Network</b>		
<b>Security</b>	Password protection, IP address filtering, HTTPS <sup>a</sup> encryption, IEEE 802.1x (EAP-TLS) <sup>a</sup> network access control, Digest authentication, User access log, Centralized Certificate Management, Brute force delay protection, signed firmware, secure boot, secure keystore (CC EAL4 certified), TPM (TPM 1.2 certified)	
<b>Network protocols</b>	IPv4, IPv6, USGv6, ICMPv4/ICMPv6, HTTP, HTTPS <sup>a</sup> , HTTP/2, TLS <sup>a</sup> , QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP <sup>TM</sup> , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP, SFTP, TCP, UDP, IGMP, RTPC, ICMP, DHCPv4/v6, ARP, SSH, NTCIP, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)	
<b>System integration</b>		
<b>Application Programming Interface</b>	Open API for software integration, including VAPIX <sup>®</sup> and AXIS Camera Application Platform; specifications at <a href="https://axis.com">axis.com</a> One-Click Cloud Connection ONVIF <sup>®</sup> Profile G, ONVIF <sup>®</sup> Profile M, ONVIF <sup>®</sup> Profile S, and ONVIF <sup>®</sup> Profile T, specification at <a href="https://onvif.org">onvif.org</a>	
<b>Event conditions</b>	Analytics Device status: above operating temperature, above or below operating temperature, below operating temperature, fan failure,	
<b>Event actions</b>	Record video: SD card and network share Pre- and post-alarm video or image buffering for recording or upload Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email Notification: email, HTTP, HTTPS, TCP, and SNMP trap PTZ: PTZ preset, guard tour Overlay text, day/night mode WDR mode IR illumination MQTT publish	
<b>Built-in installation aids</b>	Pixel counter, leveling guide	
<b>Analytics</b>		
<b>AXIS Object Analytics</b>	Object classes: humans, vehicles Trigger conditions: line crossing, object in area, time in area <sup>BETA</sup> Up to 10 scenarios Metadata visualized with trajectories and color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event	
<b>Metadata</b>	Object data: Classes: humans, faces, vehicles, license plates Confidence, position Event data: Producer reference, scenarios, trigger conditions	
<b>Applications</b>	Included AXIS Object Analytics, AXIS Video Motion Detection, AXIS Motion Guard, AXIS Fence Guard, AXIS Loitering Guard, Autotracking 2, Active Gatekeeper Support for AXIS Camera Application Platform enabling installation of third-party applications, see <a href="https://axis.com/acap">axis.com/acap</a>	
<b>General</b>		
<b>Casing</b>	IK08, IK10 housing and mounting <sup>b</sup> , IP66- and NEMA 4X-rated Repaintable metal casing (aluminum), hard coated Polycarbonate (PC) clear dome with Sharpdome technology	
<b>Sustainability</b>	PVC free	
<b>Power</b>	Axis High PoE midspan 1-port: 100–240 V AC, max 74 W Camera consumption: typical 13.5 W (no IR), max 51 W Axis PoE+ midspan 1-port: 100–240 V AC, max 37 W IEEE 802.3at Type 2 Class 4 Camera consumption: typical 13.5 W, max 25 W	
<b>Connectors</b>	RJ45 10BASE-T/100BASE-TX PoE RJ45 Push-pull Connector (IP66) Audio and I/O connectivity via AXIS T61 Audio and I/O Interfaces with portcast technology	
<b>IR illumination</b>	Optimized IR with power-efficient, long life 850 nm IR LEDs With 30 W midspan: Range of reach 190 m (623 ft) or more depending on the scene With 60 W midspan: Range of reach 250 m (820 ft) or more depending on the scene	
<b>Storage</b>	Support for microSD/microSDHC/microSDXC card Support for SD card encryption Support for recording to network-attached storage (NAS) For SD card and NAS recommendations see <a href="https://axis.com">axis.com</a>	
<b>Operating conditions</b>	With 30 W midspan: -30 °C to 50 °C (-22 °F to 122 °F) With 60 W midspan: -50 °C to 50 °C (-58 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Arctic Temperature Control: Start-up as low as -40 °C (-40 °F) Humidity 10–100% RH (condensing)	
<b>Storage conditions</b>	-40 °C to 70 °C (-40 °F to 158 °F) Humidity 5–95% RH (non-condensing)	

**Approvals****EMC**

EN 55032 Class A, EN 55035, EN 55024, EN 50121-4, IEC 62236-4, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), VCCI Class A, RCM AS/NZSCISPR32 Class A, KC KN32 Class A, KN35

**Safety**

IEC/EN/UL 62368-1, IEC/EN/UL 60950-22, IEC/EN 62471 risk group 2, IS13252

**Environment**

IEC/EN 62262 IK08, IEC/EN 60529 IP66, NEMA 250, Type 4X, NEMA TS 2 (2.2.7-2.2.9), IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-30, IEC 60068-2-78, ISO 4892-2

**Network**

NIST SP500-267

For midspan approvals, see:

[axis.com/products/axis-t8154-60-w-sfp-midspan](https://axis.com/products/axis-t8154-60-w-sfp-midspan)

**Dimensions**

Height: 241 mm (9.5 in)  
ø 165 mm (6.4 in)

**Weight**

3 kg (6.6 lb)

<b>Included accessories</b>	IP66-rated RJ45 connector kit, AXIS High PoE 60 W SFP Midspan, installation guide, Windows decoder 1-user licence
<b>Optional accessories</b>	AXIS T91/T94 Mounting Accessories, Axis High PoE midspans For more accessories, see <a href="https://axis.com">axis.com</a>
<b>Video management software</b>	AXIS Companion, AXIS Camera Station, video management software from Axis' Application Development Partners available on <a href="https://www.axis.com/vms">www.axis.com/vms</a>
<b>Languages</b>	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Traditional Chinese
<b>Warranty</b>	5-year warranty, see <a href="https://axis.com/warranty">axis.com/warranty</a>

- a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. ([openssl.org](https://openssl.org)), and cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)).  
b. Mounting not included

Environmental responsibility:

[axis.com/environmental-responsibility](https://axis.com/environmental-responsibility)

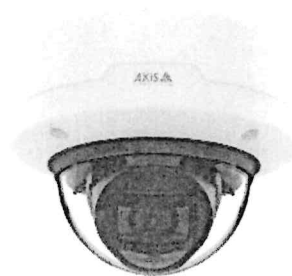
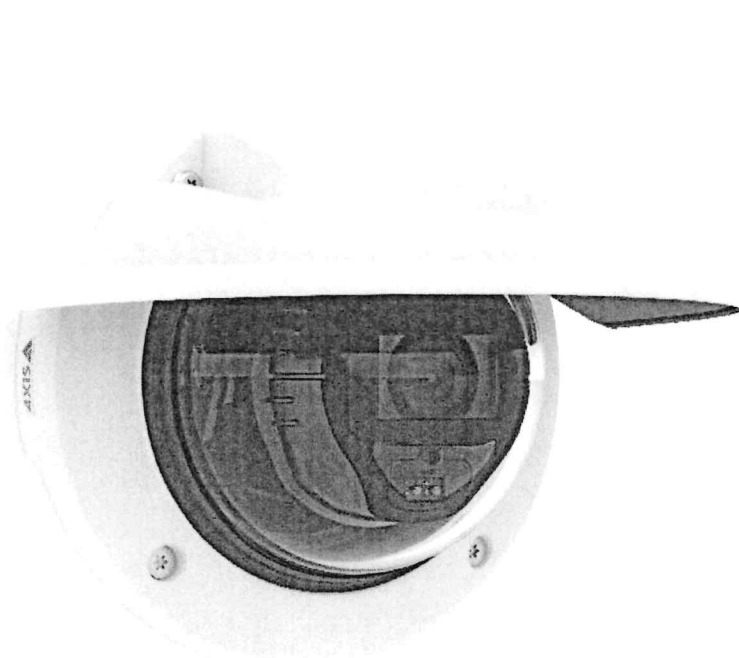


## AXIS P3268-LVE Dome Camera

Outdoor 8 MP dome with IR and deep learning

Featuring Lightfinder 2.0, Forensic WDR, and OptimizedIR, AXIS P3268-LVE delivers excellent image quality under any light conditions. Based on the latest Axis system-on-chip (SoC), it includes a deep learning processing unit enabling advanced features and powerful analytics based on deep learning on the edge. Thanks to AXIS Object Analytics, it offers detection and classification of humans, vehicles, and types of vehicles—all tailored to your specific needs. Featuring audio and I/O connectivity, you can integrate equipment and extend the value of your system. Furthermore, this robust, IK10-rated, outdoor-ready camera includes built-in cybersecurity to help prevent unauthorized access and safeguard your system.

- > Excellent image quality in brilliant 4K
- > Lightfinder 2.0, Forensic WDR, and OptimizedIR
- > Analytics with deep learning
- > Audio and I/O connectivity
- > Built-in cybersecurity features



# AXIS P3268-LVE Dome Camera

<b>Camera</b>		Support for Session Initiation Protocol (SIP) for integration with Voice over IP (VoIP) systems, peer to peer or integrated with SIP/PBX.
Image sensor	1/1.8" progressive scan RGB CMOS	
Lens	Varifocal, 4.3–8.6 mm, F1.5 Horizontal field of view: 100°–53° Vertical field of view: 54°–30° Minimum focus distance: 50 cm (20 in) IR corrected, remote zoom and focus, P-Iris control	
Day and night	Automatically removable infrared-cut filter	
Minimum illumination	With Forensic WDR and Lightfinder 2.0: Color: 0.14 lux at 50 IRE, F1.5 B/W: 0 lux at 50 IRE, F1.5	
Shutter speed	1/8500 s to 1/5 s	
Camera angle adjustment	Pan ±190°, tilt -10 to +80°, rotation ±190°	
<b>System on chip (SoC)</b>		
Model	ARTEC-8	
Memory	2048 MB RAM, 8192 MB Flash	
Compute capabilities	Deep learning processing unit (DLPU)	
<b>Video</b>		
Video compression	H.264 (MPEG-4 Part 10/AVC) Baseline, Main, and High Profiles H.265 (MPEG-H Part 2/HEVC) Main Profile Motion JPEG	
Resolution	3840x2160 to 160x90	
Frame rate	25/30 fps with power line frequency 50/60 Hz	
Video streaming	Multiple, individually configurable streams in H.264, H.265, and Motion JPEG Axis Zipstream technology in H.264 and H.265 Controllable frame rate and bandwidth VBR/ABR/MBR H.264/H.265 Video streaming indicator	
Multi-view streaming	Up to 2 individually cropped out view areas in full frame rate	
Image settings	Saturation, contrast, brightness, sharpness, Forensic WDR: up to 120 dB depending on scene, white balance, day/night threshold, local contrast, tone mapping, exposure mode, exposure zones, defogging, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including Corridor Format, mirroring, dynamic text and image overlay, privacy masks, polygon privacy mask	
Pan/Tilt/Zoom	Digital PTZ, preset positions	
<b>Audio</b>		
Audio streaming	Audio in, simplex, two-way audio via edge-to-edge technology	
Audio encoding	24bit LPCM, AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz Configurable bit rate	
Audio input/output	External microphone input, line input, digital input with ring power, automatic gain control, network speaker pairing	
<b>Network</b>		
Security	Password protection, IP address filtering, HTTPS <sup>a</sup> encryption, IEEE 802.1x (EAP-TLS) <sup>a</sup> network access control, digest authentication, user access log, centralized certificate management, brute force delay protection, signed firmware, secure boot signed video, Axis Edge Vault, Axis device ID, secure keystore (CC EAL4 certified)	
Network protocols	IPv4, IPv6, USGv6, ICMPv4/ICMPv6, HTTP, HTTPS <sup>a</sup> , HTTP/2, TLS <sup>a</sup> , QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP <sup>b</sup> , SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP, TCP, UDP, IGMPv1/v2/v3, DHCPv4/v6, ARP, SSH, SIP, LLDP, CDP, MQTT v3.1.1, Syslog, Link-Local address (ZeroConf)	
<b>System integration</b>		
Application Programming Interface	Open API for software integration, including VAPIX <sup>®</sup> and AXIS Camera Application Platform; specifications at <a href="https://axis.com">axis.com</a> One-click cloud connection ONVIF <sup>®</sup> Profile G, ONVIF <sup>®</sup> Profile M, ONVIF <sup>®</sup> Profile S, and ONVIF <sup>®</sup> Profile T, specification at <a href="https://onvif.org">onvif.org</a>	
Onscreen controls	Day/night shift Defogging Wide dynamic range Video streaming indicator IR illumination	
Event conditions	Analytics, external input, supervised external input, virtual inputs through API Call: state, state change Device status: above operating temperature, above or below operating temperature, below operating temperature, within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open Digital audio: digital signal contains Axis metadata, digital signal has invalid sample rate, digital signal missing, digital signal okay Edge storage: recording ongoing, storage disruption, storage health issues detected I/O: digital input, manual trigger, virtual input MQTT: subscribe Scheduled and recurring: schedule Video: average bitrate degradation, day-night mode, live stream open, tampering	
Event actions	Overlay text, external output activation, zoom preset, day/night mode, flash status LED, use lights, set defog mode, set WDR mode Calls: end SIP call, make SIP call, answer call I/O: toggle I/O once, toggle I/O while the rule is active MQTT: publish Notification: email, HTTP, HTTPS, TCP, and SNMP trap Pre- and post-alarm video or image buffering for recording or upload Record video: SD card and network share Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share, and email	
Built-in installation aids	Remote zoom and focus, straighten image, pixel counter, level grid	
<b>Analytics</b>		
AXIS Object Analytics	Object classes: humans, vehicles (types: cars, buses, trucks, bikes) Trigger conditions: line crossing, object in area Up to 10 scenarios Metadata visualized with color-coded bounding boxes Polygon include/exclude areas Perspective configuration ONVIF Motion Alarm event	
Metadata	Object data: Classes: humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates Confidence, position Event data: Producer reference, scenarios, trigger conditions	
Applications	Included AXIS Object Analytics AXIS Video Motion Detection, active tampering alarm, audio detection Support for AXIS Camera Application Platform enabling installation of third-party applications, see <a href="https://axis.com/acap">axis.com/acap</a>	
<b>General</b>		
Casing	IP66-, NEMA 4X- and IK10-rated Polycarbonate hard coated dome Polycarbonate casing and weathershield Color: white NCS S 1002-B For repainting instructions, go to the product's support page. For information about the impact on warranty, go to <a href="https://axis.com/warranty-implication-when-repainting">axis.com/warranty-implication-when-repainting</a>	
Mounting	Mounting bracket with junction box holes (double-gang, single-gang, and 4" octagon) and for wall or ceiling mount	
Sustainability	PVC free, BFR/CFR free 64% bioplastics	
Power	Power over Ethernet (PoE) IEEE 802.3af/802.3at Type 1 Class 3 Typical 5.5 W, max 11.2 W	
Connectors	RJ45 10BASE-T/100BASE-TX PoE	

	I/O: 4-pin 2.5 mm (0.098 in) terminal block for 1 supervised digital input and 1 digital output (12 V DC output, max. load 25 mA) Audio: 3.5 mm mic/line in
<b>IR illumination</b>	Optimized IR with power-efficient, long-life 850 nm IR LEDs Range of reach 40 m (130 ft) or more depending on the scene
<b>Storage</b>	Support for microSD/microSDHC/microSDXC card Support for SD card encryption (AES-XTS-Plain64 256bit) Recording to network-attached storage (NAS) For SD card and NAS recommendations see <a href="http://axis.com">axis.com</a>
<b>Operating conditions</b>	-40 °C to 50 °C (-40 °F to 122 °F) Maximum temperature according to NEMA TS 2 (2.2.7): 74 °C (165 °F) Start-up temperature: -30 °C to 50 °C (-22 °F to 122 °F) Humidity 10–100% RH (condensing)
<b>Storage conditions</b>	-40 °C to 65 °C (-40 °F to 149 °F) Humidity 5–95% RH (non-condensing)
<b>Approvals</b>	EMC EN 50121-4, EN 55032 Class A, EN 55035, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), IEC 62236-4, KC KN32 Class A, KC KN35, RCM AS/NZS CISPR 32 Class A, VCCI Class A Safety CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, IEC/EN 62471, IS 13252 Environment IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78 IEC/EN 60529 IP66, IEC/EN 62262 IK10, NEMA 250 Type 4X, NEMA TS2 (2.2.7–2.2.9)

	Network NIST SP500-267
<b>Dimensions</b>	Without weathershield: Height: 107 mm (4.21 in) ø 149 mm (5.87 in)
<b>Weight</b>	With weathershield: 900 g (2.0 lb)
<b>Included accessories</b>	Installation guide, Windows® decoder 1-user license, drill template, RESISTORX® T20 screw bit, terminal block connectors, cable gaskets, connector guard, weathershield
<b>Optional accessories</b>	AXIS TP3201-E Recessed Mount, AXIS TP3103-E Pendant Kit, AXIS T8355 Digital Microphone 3.5 mm, AXIS TP3824-E Dome Clear/Smoked, AXIS TP3821-E Casing Black/White, AXIS Surveillance Cards For more accessories, see <a href="http://axis.com">axis.com</a>
<b>Video management software</b>	AXIS Companion, AXIS Camera Station, video management software from Axis Application Development Partners available at <a href="http://axis.com/vms">axis.com/vms</a>
<b>Languages</b>	English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese
<b>Warranty</b>	5-year warranty, see <a href="http://axis.com/warranty">axis.com/warranty</a>

a. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. ([openssl.org](http://openssl.org)), and cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)).

Environmental responsibility:

[axis.com/environmental-responsibility](http://axis.com/environmental-responsibility)

## **AXIS Camera Station S1116 Racked Recorder**

Out-of-the box ready rack server for UHD surveillance

AXIS Camera Station S1116 Recorder is an out-of-the-box ready rack server validated for reliable high-definition surveillance up to 4K. For quick and easy installation, AXIS S1116 is preconfigured and preloaded with AXIS Camera Station video management software including licenses for 16 channels plus all necessary system software. The system configuration can easily be imported from AXIS Site Designer, and AXIS Camera Station lets users take full advantage of Axis wide range of video surveillance devices. With enterprise-grade hard disks, operating system stored on solid-state drive (SSD), and expandable storage capacity, AXIS S1116 provides high-performance and reliability for your system.

- > Ease of installation
- > AXIS Camera Station licenses included
- > Full compatibility with Axis products
- > 5-year warranty





## AXIS Camera Station S1116 Racked Recorder

<b>Licenses</b>	16 AXIS Camera Station core licenses included and tied to the hardware. Can be upgraded with additional licenses (sold separately).
<b>System scalability</b>	Qualified for up to 32 video channels and 64 doors
<b>Hardware</b>	
<b>Processor</b>	Intel® Core™ i5
<b>Memory</b>	8 GB
<b>Storage</b>	Enterprise Class HDD Total HDD slot: 3 Free HDD slot: 2 Out-of-the-box storage: 8 TB (1x8 TB)
<b>RAID</b>	RAID levels: 0, 1
<b>Power</b>	550 W (100 - 240 V AC, 50/60 Hz, 7.4 - 3.7 A)
<b>Connectors</b>	Front side: 2x USB 3.1 1x USB 3.1 Type-C 1x Universal audio jack 1x SD card reader Rear side: 2x USB 3.1 Type-C / DisplayPort™ 2x Ethernet (RJ45): 1x 1 GbE / 1x 10 GbE 1x Serial port
<b>Video</b>	
<b>Video streaming</b>	Not intended for local viewing of video. Recommended to use Axis desktop terminals.
<b>Recording</b>	Qualified for recording up to 32 video channels with a total recording rate up to 256 Mbit per second.

### General

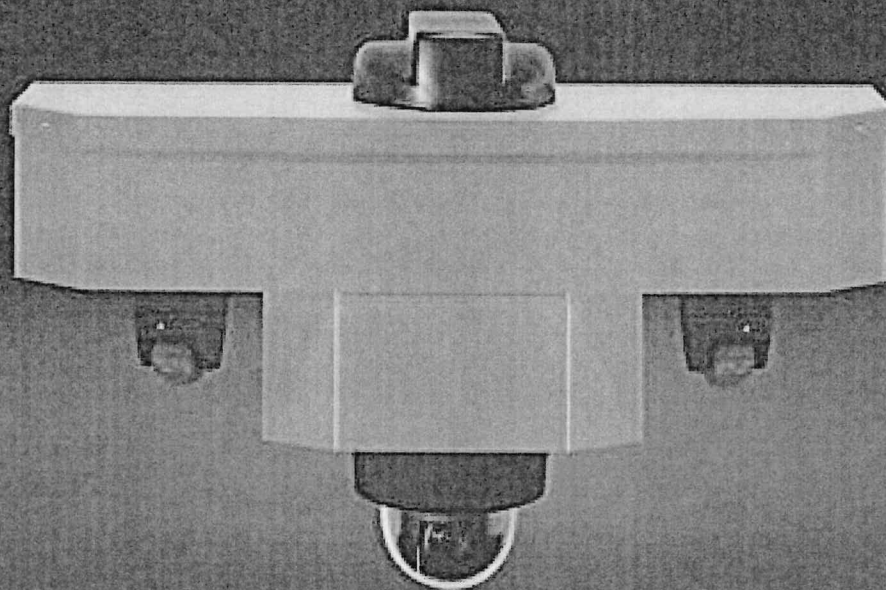
<b>Operating system</b>	Microsoft® Windows® 10 IoT Enterprise SAC Built-in operating system recovery: yes Operating system drive: 256 GB SSD
<b>Operating conditions</b>	10 °C to 35 °C (50 °F to 95 °F) Humidity 10–85% RH (non-condensing)
<b>Storage conditions</b>	–40 °C to 65 °C (–40 °F to 149 °F)
<b>Approvals</b>	EMC EN 55032 Class A, EN 55024, EN 61000-3-2, EN 61000-3-3, FCC Part 15 Subpart B Class A, ICES-3(A)/NMB-3(A), RCM AS/NZS CISPR 32 Class A, VCCI Class A, KC KN 32 Class A, KC KN 35 Safety IEC/EN/UL 60950-1, EN 62368-1, NOM, BSMI, EAC
<b>Dimensions</b>	589 x 482 x 43 mm (23.2 x 19 x 1.7 in)
<b>Weight</b>	9.6 kg (21 lb)
<b>Included accessories</b>	Rack rails, 1x USB-C to VGA adapter, 1x C13 to C14 power cord for rack PDU (Wall plug power cord is not included)
<b>Optional accessories</b>	Axis desktop terminals For more accessories, see <a href="https://axis.com">axis.com</a>
<b>Warranty</b>	5-year warranty, see <a href="https://axis.com/warranty">axis.com/warranty</a>

## AXIS Camera Station

For details about AXIS Camera Station features and functions, see the AXIS Camera Station datasheet on [axis.com](https://axis.com)

Environmental responsibility:  
[axis.com/environmental-responsibility](https://axis.com/environmental-responsibility)

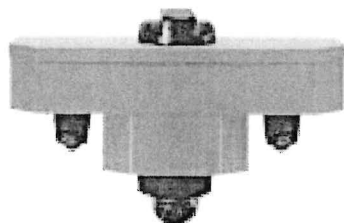
# i2C Technologies VPMMax



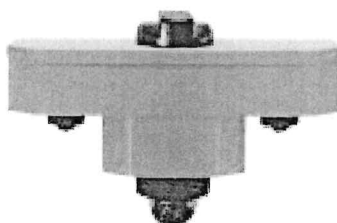
## VPMMax Multi-Camera Deployable Unit

The VPMMax Multi Camera Deployable Unit is a complete HD video surveillance system in a rugged housing that easily mounts on a utility pole or building. The system supports a wide variety of camera configurations, an advanced 4G LTE cellular data modem for live monitoring and remote camera control, and an onboard PC featuring Axis Camera Station for 24/7 recording, fast retrieval of key video, and a bandwidth-friendly performance. The VPMMax can be rapidly deployed for event surveillance and security operations.

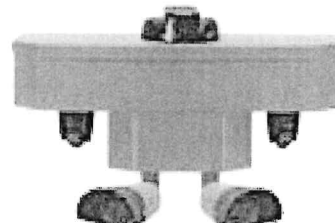
### Available Configurations



2 Fixed Axis 4MP HD Cameras each with 130° field of view (260° visibility) with an Axis 1080p PTZ Camera



2 Fixed Axis Thermal Imaging Cameras for two areas on day/night detection with an Axis 1080p PTZ Camera



2 Fixed Axis 4MP HD Cameras each with 130° field of view (260° of visibility) with 2x Axis Q1700 License Plate Recognition Cameras

\*Base Cabinet Dimensions (without cameras) 28" W x 12" H x 10" D

# I2C TECHNOLOGIES, LTD.

## STANDARD TERMS AND CONDITIONS

All orders placed with I2C Technologies, Ltd. ("I2C") are subject to the following terms and conditions of sale (the "Terms"):

1. **Acceptance.** All quotations issued by I2C are subject to change by I2C at any time prior to acceptance and are automatically void if not accepted within 30 days after the date appearing on the quotation. No purchase order or other document from Customer, or term or condition inconsistent with or in addition to these Terms, will be binding upon I2C unless approved in writing by an authorized I2C representative. I2C hereby objects to and rejects any and all of Customer's terms and/or conditions inconsistent with or in addition to these Terms.
2. **Pricing and Shipping.** Unless otherwise agreed in writing by an authorized representative of I2C (i) prices for equipment and materials (collectively, the "Equipment") and services will be the prices set forth in the quotation in U.S. Dollars (the "Purchase Price"); and (ii) a 50% down payment of the Purchase Price is required prior to shipping and/or installation, whichever occurs first, and the remaining 50% of the Purchase Price is due immediately upon installation of the Equipment. Customer hereby acknowledges and agrees that the Equipment includes a software deactivation system that will render the Equipment inoperable if final payment of the Purchase Price is not made within 7 days of installation of the Equipment, and that Customer will incur interest charges in the amount of 1.5% per month on all unpaid balances beyond the payment due date. Customer is responsible for any and all federal, state and local taxes associated with Customer's purchase of the Equipment. Title to the Equipment and all risk of loss or damage to the Equipment will pass to Customer at the time the Equipment is transferred by I2C to a commercial carrier, and/or installed, whichever occurs first. All delivery and installation dates are estimates, and in no event will I2C be liable for any form of damages associated with or arising from a delay in delivery and/or installation.
3. **Equipment Installation; Monitoring Service; Initial Training.** Customer agrees to grant I2C and/or its representatives, reasonable access to Customer's facility during normal business hours for the purpose of installing the Equipment, if applicable. Customer acknowledges that remote access to its system is only supported if the Customer already has an existing firewall that supports Virtual Private Network (VPN) access to the Customer's network or if a VPN firewall has been included as part of Customer's purchase from I2C. If Customer elects to use internal resources or an outside company to provide the "structured cabling" portion of the installation, Customer must satisfy all of the following standards: a) all network connectivity must conform to the TIA/EIA 568 B Wiring Standards for Network Cabling; b) each camera location requires a "biscuit" style 1 port RJ-45 jack to be mounted within 12 feet of the planned camera/access control location; c) a properly terminated patch panel must be placed at each network closet where camera/access control connections are terminated; d) power/other connection cabling must be left with a minimum of 12 feet of looped cabling at each end of a given cabling run; and e) cabling must be properly installed and supported in ceiling runs according to all applicable building codes/guidelines. Customer agrees to correct any "structured cabling" errors at Customer's sole cost. I2C reserves the right to charge Customer, and Customer agrees to pay to I2C, \$120 per hour for each hour I2C spends troubleshooting incorrectly installed cabling. Customer acknowledges and agrees that each camera included with the Equipment requires 14GB (Gigabytes) of storage space per day for continuous recording, and that the amount of storage required for archiving is dramatically reduced by the use of motion detectors that limit recording time to only those times when motion is present in the desired area. Customer acknowledges and agrees that less than 85% of the hard disk drive space referenced in the quotation is available for storage of video archives, and that at least 15% of the hard disk space is required for system applications and processes. Upon the successful installation of the Equipment, and provided that Customer purchases the I2C Software and permits I2C to remotely access the Equipment, I2C will periodically monitor the Equipment from a remote location for a period of 90 days after installation for the purpose of determining whether the Equipment is operational ("System Health Monitoring"). Customer acknowledges and agrees that the sole purpose of the forgoing monitoring is to determine operability of the Equipment, and that I2C

will use commercially reasonable efforts to notify Customer of any inoperability in the system within 8 business hours of I2C learning of the same. If the Equipment is found to be inoperable, Customer's sole remedy will be the Limited Warranty provisions contained in these Terms, and in no event will I2C be responsible or liable to Customer for any direct, indirect, consequential, incidental, punitive or special damages resulting from, or in any manner relating to, the inoperability of the Equipment. Customers who do not purchase the I2C Software will not receive the 90 days of System Health Monitoring. System Health Monitoring beyond the 90 day grace period is only available if the Customer purchases the Extended Service Agreement. I2C will provide the Customer with 2 hours of training on how to use the Equipment and Software, if applicable. Additional training and Software enhancements are available for an additional fee.

4. **Limited Warranty.** Except and unless the Customer pays for and enters into an Extended Service and Warranty Agreement with I2C, the following limited warranty will apply: I2C warrants that the Equipment sold hereunder shall be free from defects in material and workmanship for a period of one year after delivery or installation, whichever occurs first, and I2C warrants all services performed for a period of 90 days after installation, provided in both instances that Customer notifies I2C of any defect in writing and in accordance with these Terms within 10 working days after Customer's discovery of a defect (the "Limited Warranty"). I2C's obligations under the Limited Warranty are limited to repair or replacement of the defective Equipment, or component thereof, and/or the provision of additional services, as determined by I2C in its sole discretion. Repair of the Equipment, or a component thereof, or the provision of additional services does not renew or extend the term of the Limited Warranty. The Limited Warranty does not extend to Customer's agents or customers, and does not apply to any Equipment that, in I2C's sole discretion, has been repaired, modified, subject to misuse, abuse, alteration, improper handling, or improper testing or installation whether by accident, negligence, or other cause. Equipment failures do not include damage caused by external sources or Acts of God. EXCEPT FOR THE LIMITED WARRANTY, I2C DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO NONINFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND I2C SPECIFICALLY DOES NOT WARRANT THAT THE EQUIPMENT WILL FUNCTION UNINTERRUPTED OR ERROR FREE. I2C ALSO DOES NOT WARRANT THE USE OF THE EQUIPMENT, SOFTWARE NOR, AND/OR ANY OF THEIR RESPECTIVE COMPONENTS AS ANY TYPE OF SECURITY OR PROTECTION SYSTEM. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY I2C REPRESENTATIVE WILL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE-REFERENCED LIMITED WARRANTY OR ANY OTHER TERMS THEREOF. All Warranty claims must be submitted to I2C's Service Department, 1549 Boettler Rd., Suite D, Uniontown, Ohio 44685, in writing and include the following information: a) purchase order number; b) date of claim; c) product serial number(s); d) original delivery date; e) total operating time (if applicable); f) reason for return; and g) certification by Customer's duly authorized representative concerning accuracy of above information. I2C will return all incomplete Limited Warranty claims to the Customer for completion. Upon receipt of a complete Limited Warranty claim from Customer, I2C will evaluate the claim and determine, in its sole discretion, whether the Limited Warranty applies. If the Limited Warranty applies, I2C will repair or replace the Equipment, or component thereof, at Customer's site if feasible. If I2C cannot repair or replace the Equipment, or a component thereof, at Customer's site, I2C will authorize the Customer in writing to return the Equipment, or component thereof, to I2C. Upon repair or replacement of the Equipment, or a component thereof, I2C will return the Equipment to Customer's site. If Customer has a valid Limited Warranty claim, I2C will reinstall the Equipment for Customer at no cost to the Customer. If Customer does not have a valid Limited Warranty claim, I2C will reinstall the Equipment at I2C's then current hourly fee. If Customer is authorized to return the Equipment to I2C and Customer has a valid Limited Warranty claim, I2C will reimburse Customer for reasonable shipping costs

# I2C TECHNOLOGIES, LTD.

## STANDARD TERMS AND CONDITIONS

associated with the return of the Equipment to I2C. I2C will have no responsibility for unauthorized returns or invalid Limited Warranty claims.

5. **Limitation of Liability; Reservation of Rights.** I2C WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES RESULTING FROM, OR IN ANY MANNER RELATING TO, THE EQUIPMENT, OR ANY COMPONENT THEREOF, SOLD HEREUNDER, THEIR DELIVERY, NON-DELIVERY, DESIGN, OR THE CUSTOMER'S INABILITY TO USE THE SAME, WHETHER SUCH DAMAGES ARE CLAIMED UNDER CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. IN NO EVENT WILL I2C'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE SERVICES OR EQUIPMENT, OR A COMPONENT THEREOF, GIVING RISE TO THE LIABILITY. THE CUSTOMER IS ULTIMATELY RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS REGULATING VIDEO AND AUDIO SURVEILLANCE OF EMPLOYEES OR THIRD PARTIES ON THE CUSTOMER'S PROPERTY. THE CUSTOMER IS SOLELY RESPONSIBLE FOR LIABILITY AND COSTS ASSOCIATED WITH NONCOMPLIANCE. THE CUSTOMER ACKNOWLEDGES THAT I2C IS NOT PROVIDING LEGAL ADVICE, AND TO THE EXTENT LEGAL ADVICE IS REQUIRED, THE CUSTOMER SHOULD CONSULT WITH AN ATTORNEY REGARDING APPROPRIATE USE OF VIDEO AND AUDIO SURVEILLANCE EQUIPMENT AND TECHNOLOGY.

6. **Force Majeure.** I2C will not be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its control including, but not limited to, acts of God, acts of the Customer, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, whether valid or invalid (including, but not limited to requisitions, allocations, and/or price adjustment restrictions) and/or I2C's inability to obtain material, equipment, or transportation. During the period of contingency, I2C will have the right to omit all or any portion of the quantity deliverable during such period, whereupon, the total quantity deliverable under this Agreement will be reduced by the quantity so omitted. If, due to any such contingency, I2C is unable to supply the total demands for any Equipment, or component thereof, specified in the quotation or any order, I2C will have the right to allocate its available supply among its customers and its departments, divisions, subsidiaries, and affiliates in such manner as I2C, in its sole discretion, deems fair and equitable.

7. **Infringement.** I2C makes no representation or warranty, and nothing herein or elsewhere contained will be construed as a representation or warranty by I2C, that any Equipment, or component thereof, covered by these Terms, or the use thereof by the Customer, will be free from infringement of any patent, trademark, service mark, copyright or other form of intellectual property (collectively, "Intellectual Property"). If the Equipment, or any component thereof, encompasses any feature, construction, or design at Customer's request, or pursuant to specifications, drawings and/or designs furnished by the Customer, or should any additions, changes or modifications be made by Customer to the Equipment, Customer agrees to indemnify, defend and hold I2C, and its members, officers, employees, agents, contractors, successors and assigns, harmless against any and all liability, losses, damages and/or claims of Intellectual Property infringement asserted against I2C (including reasonable attorney's fees and costs).

8. **Indemnification.** Customer agrees to indemnify, defend, and hold I2C, and its members, officers, employees, agents, contractors, successors and assigns, harmless against any and all liability, losses

construed in accordance with the laws of the State of Ohio, other than those relating to conflicts of law. All disputes arising hereunder must be resolved in the Summit County Court of Common Pleas, Summit County, Ohio or the U.S. District Court for the Northern District of Ohio and the parties agree to submit to the exclusive jurisdiction of said courts. Customer represents and warrants to I2C that it will comply with all applicable federal, state and local laws, rules, and regulations pertaining to the use of the Equipment. Any clause required to be included herein by any applicable law or administrative regulation having the effect of law shall be deemed to be incorporated herein. These Terms, the Quotation and the Extended Service and Warranty Agreement, if applicable, constitute the entire agreement between the parties and supersede any and all previous representations or agreements, either verbal or written, between the parties.



*Ordinance 39-2023*

**FISCAL OFFICER'S CERTIFICATION**

**Date:** *April 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*\$132,000<sup>00</sup>*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

*# 223 ARPA - Police Grant*

and is free from any obligation, encumbrance, or certification now outstanding.

*Bubba Bear*

---

**Fiscal Officer/Finance Director**

eff. 4-24-2023  
adopted 4-24-2023  
Passed 7-0

ORDINANCE NO.: 40-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO APPLY FOR A GRANT AVAILABLE THROUGH THE ROGER SHARRER "GROW HOCKEY" PROGRAM FOR THE PURPOSE OF PURCHASING HOCKEY EQUIPMENT TO BE USED AT THE DAN KOSTEL RECREATION CENTER

*WHEREAS*, The Roger Sharrer "Grow Hockey" Program is offering grant funding to all local hockey associations in an effort to increase participation in recreational ice hockey, and

*WHEREAS*, Garfield Heights Youth Hockey would like to apply for grant funding to purchase equipment to be used to bring skating and hockey to the community's youth, and

*WHEREAS*, in the event the City is awarded funding, the City intends to purchase twenty-nine (29) pairs of skates, Youth – Quick Change Equipment Packages, helmets, and carrying bags, and

*WHEREAS*, the terms of the grant require the City to pay for a portion of the total cost each item approved (ranging from 25-50%, depending on the item), and

*WHEREAS*, accordingly, if the City were to receive the requested grant funding, the total cost to the City would not exceed \$3,000.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to apply for the above-mentioned grant funding.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City, for the purpose set forth in Section 1. Hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the City of Garfield Heights and therefore, this Ordinance shall be in full force and effect immediately upon its adoption by the Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED: Matthew A. Burke  
MAYOR

ATTEST: Lothe Overly  
CLERK OF COUNCIL

Thang V. Nguyen  
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-24-2023

*Ord 40-2023*

**FISCAL OFFICER'S CERTIFICATION**

**Date:** *April 21, 2023*

It is hereby certified that the amount, or estimated amount, identified as follows:

*not to exceed \$3000<sup>00</sup>*

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow

*# 207 - Recreation Fund*

and is free from any obligation, encumbrance, or certification now outstanding.

*Barbara Blair*

---

**Fiscal Officer/Finance Director**

eff 4-24-2023  
Passed 7-0  
Adopted 4-24-2

ORDINANCE NO.: 41-2023

SPONSORED BY: MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO AN AGREEMENT WITH KRUSOE SIGN COMPANY FOR THE PURCHASE AND INSTALLATION OF TWO DIGITAL SIGN BOARDS TO BE LOCATED AT THE CITY OF GARFIELD HEIGHTS CIVIC CENTER AND FIRE STATION TWO

*WHEREAS*, The City of Garfield Heights wishes to upgrade the signage in front of both the Garfield Heights Civic Center and Fire Station Two, and

*WHEREAS*, The City received multiple quotes and would like to enter an agreement with Krusoe Sign Company, a business located within the City of Garfield Heights, and

*WHEREAS*, both signs will be digital message boards (quotation/description attached hereto as Exhibit A and incorporated as if fully written within), and

*WHEREAS*, accordingly, the City wishes to enter into an agreement with Krusoe Sign Company at a total cost not to exceed \$49,000.00; the entire amount will be paid for with ARPA grant funding.


NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement with Krusoe Sign Company in a total amount not to exceed \$49,000.00 (quotation attached hereto as Exhibit A and incorporated as if fully written within) for the aforementioned purposes.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-24-2023

APPROVED:   
MAYOR

  
PRESIDENT OF COUNCIL

ATTEST:   
CLERK OF COUNCIL

EFFECTIVE DATE: 4-24-2023



## **Birk, Paul**

---

**From:** BOB KRUSOE <krusoesign@aol.com>  
**Sent:** Thursday, April 13, 2023 4:20 PM  
**To:** Birk, Paul  
**Subject:** Fwd: sign

Paul,

Please find pricing below for the proposed new signage at the Civic Center Entrance & Fire Station #2

### **Civic Center:**

Supply & install (2) digital message boards onto existing sign & brick columns, per specs below.

12mm  
Cabinet Size 3' - 1" x 7' - 1"  
Viewing Area 3' - 1" x 7' - 1"

Electric to sign by others.  
Connections to service by Krusoe Sign Company.

\$27,200.00 plus tax, if applicable.

### **Notes:**

- \* If cabinet selected is smaller than existing extrusion, we will fill voids with aluminum as needed & paint face of cabinet.
- \* Message board will protrude beyond inside of brick pillar - Would suggest moving entire sign back - Not included in above prices.

### **Fire Station:**

Supply & install (1) single faced message board, per specs below.

12mm  
Cabinet Size 3' - 1" x 7' - 1"  
Viewing Area 3' - 1" x 7' - 1"

- \* Brick pillars not included in the above price.
- \* Design options for structure will be provided.

\$21,520.00 plus tax, if applicable.

Total for both signs \$48,720.00 plus tax, if applicable.

### **General Notes:**

- \* Permit fees and obtaining costs are not included in the above price, if applicable.
- \* Quote valid for 30 days

If you have any questions or I can be of further assistance do not hesitate to give me a call.

Thank you,  
Candice

**Krusoe Sign Co.**  
**5365 Canal Road**  
**Cleveland, Ohio 44125**  
**tel: 216-447-1177**  
**fax: 216-447-1516**

