Vote Outcome:	Passed
Yes: 7	No: 0
Adopted Date:	4-14-2025
Effective Date:	4-14-2025

ORDINANCE NO.: 25-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH TTX, INC TO LICENSE MICROSOFT 365 AND MIGRATE USERS TO THE NEW PLATFORM, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") currently utilizes Microsoft Office 2019 and Microsoft's in-house Exchange Server for many of its day-to-day operations, including its Outlook email and calendar program, Microsoft Word, Microsoft Excel, and Microsoft PowerPoint, as well as other programs crucial for the performance of the City's necessary functions; and

WHEREAS, on October 14, 2025, Microsoft is ending its support for both the in-house Exchange Servers and Microsoft Office 2019, creating security and functionality concerns if the City continues to use the outdated software; and

WHEREAS, because the current software is at the end of its life cycle, the City needs to upgrade its software program to Microsoft 365 to replace the current services; and

WHEREAS, the City would like to enter into an agreement with TTx, Inc ("TTx") to purchase all software and licenses necessary to upgrade all administrative staff in the City to Microsoft 365, migrate their accounts to the new program, and provide additional email security and filtering, at a one-time cost of $19,576.00, with an annual fee of $35,532.24 for necessary licenses and cloud-based email services.

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

SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement with TTx, Inc to purchase all software and licenses necessary to migrate all city staff to Microsoft 365, provide additional email security and filtering, and pay all annual fees necessary to maintain the services henceforth. Said agreement is attached hereto as Exhibit A.

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: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

PRESIDENT OF COUNCIL

ATTEST: Dottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

M365 Migration

Quote #BF1004550 v1

TECHNICALLY, PEOPLE MATTER.

Prepared for

The City of Garfield Heights

TECHNICALLY, PEOPLE MATTER.

Items

Description		Recurring	Price	Qty	Ext. Recurring	Ext. Price
Microsoft 365 - GCC G1	**Microsoft 365 - GCC G1**	$126.36	$0.00	68	$8,592.48	$0.00
Microsoft 365 - GCC G3	**Microsoft 365 - GCC G3**	$289.68	$0.00	93	$26,940.24	$0.00
Bit-Titan	**User Migration Bundle**	$0.00	$16.00	161	$0.00	$2,576.00
Proofpoint Essentials - Professional	**Proofpoint Essentials - Professional -- Hosted Email Security and Archiving**	$72.00	$0.00	161	$11,592.00	$0.00
Annual License Cost for: -M365 -Proofpoint						
					Recurring Subtotal:	$47,124.72
					Subtotal:	$2,576.00

TTX Srvcs

Product Description	Ext. Price
Professional Services 2	$13,000.00
M365 Implementation - TTx Scope of Services Included in Separate Document	
Professional Services 2	$4,000.00
Prpofpoint Implementation - TTx Scope of Services provided in separate document	
Subtotal:	$17,000.00

TECHNICALLY. PEOPLE MATTER.

M365 Migration

Quote Information:

Quote #: BF1004550

Version: 1
Delivery Date: 02/13/2025
Expiration Date: 03/31/2025

Prepared for:

The City of Garfield Heights

5407 Turney Rd.
Garfield Heights, OH 44125
Justin Cawthon
(216) 618-0761
helpdesk@garfieldhts.org

Prepared by:

TTX Inc

BFarina
216.739.2820
Fax 216.778.6511
Bfarina@ttx-inc.com

Quote Summary

Description	Monthly Services	One Time Fees
Items	$47,124.72	$2,576.00
TTX Srvcs	$0.00	$17,000.00
Total:	$47,124.72	$19,576.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

TTX Inc

Signature: ______________________
Name: Ben Farina
Title: Account Manager
Date: 02/13/2025

The City of Garfield Heights

Signature: ______________________
Name: Justin Cawthon
Date: ______________________

Vote Outcome:	Passed
Yes: 7	No: 0
Adopted Date:	4-14-2025
Effective Date:	4-14-2025

ORDINANCE NO.: 26-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

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. Court Equipment - Journal Entry – "Exhibit A"

SECTION 2. The Finance Director or designee 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: ______________________

APPROVED: Matthew A Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

Garfield Heights Municipal Court
Cuyahoga County, Ohio

IN RE:)
)
SALE OF EQUIPMENT)
) JUDGMENT ENTRY

The Clerk of Court has requested permission to sell or destroy unnecessary equipment as follows:

10 – Dell OptiPlex 3070 Micro Computers

Tag# 3403
Tag# 3413
Tag# 3415
Tag# 3417
Tag# 3422
Tag# 3423
Tag# 3425
Tag# 3426
Tag# 3431
Tag# 3448
Windows 11 - 24H2
M.2 256 GB SSD
DDR4 16GB Memory
19" Monitor
Keyboard
Mouse
Sound Bar
Power Adaptor

GARFIELD HTS MUNI
FILED
2025 MAR 10 PM 3:35
ALEXANDER F. GRGA
CLERK OF COURT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the above equipment shall be sold pursuant to the procedure established by the City of Garfield Heights.

Dated: March 10, 2025

Judge Deborah J. Nicastro
Presiding Judge 2025

Vote Outcome: Passed
Yes: 6 No: 0 1 Abstain
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO. 27-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $450,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF ACQUIRING AN AMBULANCE AND APPURTENANT EQUIPMENT FOR THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY

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 10 years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the bonds, is 180 months from their date of issuance.

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 $450,000 (the Bonds) for the purpose of acquiring an ambulance and appurtenant equipment for the Fire Department.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately June 1, 2026, 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 10 annual principal installments on December 1 of each year that are substantially equal. The first principal installment is estimated to be December 1, 2027, and the first interest payment is estimated to be December 1, 2026.

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 $450,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds for the purpose stated in Section 1. 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 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.

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 timely coordinate the sale of the Notes with other securities of the City and to facilitate the timely execution of one or more contracts for the improvement, which is needed to provide sufficient Fire Department services to the City; 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: 4-14-2025

APPROVED: Matth A B.C

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
Clerk of Council

EFFECTIVE DATE: 4-14-2025

$[______]
City of Garfield Heights, Ohio
[Street Improvement Notes, Series 2025]

NOTE PURCHASE AGREEMENT

[____________] (the Underwriter), and **CITY OF GARFIELD HEIGHTS, OHIO** (the City) enter into this Note Purchase Agreement dated [_______], 2025 (the Agreement), for the purchase by the Underwriter from the City of certain notes proposed to be issued by the City referred to in the caption and more fully described below.

In consideration of their mutual covenants and agreements, the Underwriter and the City agree as follows:

Section 1. Description of and Agreement to Purchase the Notes. Upon and subject to the terms, conditions and provisions set forth in this Agreement, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the following Notes to be issued by the City: $[______] [Street Improvement Notes, Series 2025] (the Notes). The Notes are being issued under and will have the terms determined in or pursuant to the Note Legislation.

The Notes will be dated [June 10], 2025, will mature on [June 9], 2026, and will bear interest (computed on the basis of a 360-day year consisting of 12 30-day months) at the rate of [_____]% per year, payable at maturity, all as provided for in the Note Legislation.

Section 2. Purchase Price; Public Offering. The purchase price of the Notes shall be $[________], there being no accrued interest from the date of the Notes to the date of delivery of the Notes to the Underwriter. That purchase price represents the principal amount of the Notes ($[________]), plus gross original issue premium ($[________]), less the Underwriter's discount ($[________]) and a discount for certain other expenses to be paid by the Underwriter (to the extent of $[________]) in accordance with Section 9(b).

The Underwriter intends to make an initial bona fide public offering of the Notes and may subsequently change the offering prices. The Underwriter agrees to notify the City of such changes if they occur prior to the Closing Date, but failure to so notify the City will not invalidate those changes. The Underwriter may offer and sell the Notes to certain dealers (including dealers depositing Notes into investment trusts or mutual funds) at prices lower than such offering price or prices.

Section 3. Definitions of Certain Words and Terms. In addition to the words and terms defined elsewhere in this Agreement and the Note Legislation, the following words and terms as used in this Agreement shall have the following meanings unless another meaning is plainly intended:

"Bond Counsel" means the law firm of Squire Patton Boggs (US) LLP.

"Certificate of Award" means the Certificate of Award authorized by the Note Ordinances in the form attached as **Exhibit A**, in which the Fiscal Officer has specified and determined certain terms of the Notes and of their sale.

"Clerk" means the Clerk of Council of the City.

"Closing" means delivery of the Notes to and payment for the Notes by the Underwriter.

"Closing Date" means [June 10], 2025.

"Council" means the City Council of the City.

"DTC" means The Depository Trust Company.

"Executive" means the Mayor of the City.

"Fiscal Officer" means the Director of Finance of the City.

"Municipal Advisor" means MAS Financial Advisory Services, LLC.

"Note Legislation" means, collectively, the Note Ordinances and the Certificate of Award.

"Note Ordinances" means, collectively, Ordinance Nos. __-2025, __-2025, __-2025 and __-2025, each passed by the Council on ________, 2025 authorizing the issuance and sale of the Notes.

"Notes" means $[________] City of Garfield Heights, Ohio, [Street Improvement Notes, Series 2025].

"Paying Agent" means The Huntington National Bank.

"State" means State of Ohio.

"Tax Exemption" means the exclusion from gross income of interest on the Notes for federal income tax purposes and the exemption of interest on the Notes from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax.

Unless otherwise indicated, reference to a Section is to a section of this Agreement.

Section 4. Representations, Warranties and Covenants of the City. The City represents and warrants as of the date of this Agreement and as of the Closing Date, or covenants, as follows:

(a) The City is a political subdivision duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and its Charter, and has full power and authority thereunder and under the Note Legislation to: (i) enter into this Agreement; (ii) issue, sell and deliver the Notes as provided in this Agreement; and (iii) perform its obligations under and as contemplated in the Note Legislation, this Agreement and the Notes.

(b) The Council has duly passed the Note Ordinances, which authorizes (i) the signing, delivery and due performance of this Agreement and the Notes, and (ii) the taking of any action as may be required on the part of the City to consummate the transactions contemplated in the Note Legislation, this Agreement and the Notes. Any and all necessary approvals of those transactions have been obtained, and, except as may be required under the securities laws of any state, there is no further requirement as to any other consent, approval, authorization or other order of, filing with, registration with, or certification by, any regulatory authority having jurisdiction over the City in connection with any of those transactions.

(c) The Notes will conform to their description in the Note Legislation. When delivered to and paid for by the Underwriter, the Notes will have been duly authorized, signed, issued and delivered by, and will constitute valid and legal general obligations of, the City. The principal of and interest on the bonds in anticipation of which the Notes are issued, unless paid from other sources and subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities, are payable solely from the ad valorem property tax sources described in the Note Ordinances.

(d) The signing and delivery of this Agreement, the Certificate of Award and the Notes, the passage of the Note Ordinances, and compliance with the provisions of this Agreement and of those documents, will not conflict with or result in a violation of the Ohio Constitution, any laws of the State of Ohio or any other relevant jurisdiction (including, without limitation, any debt limitations or other restrictions or conditions on the debt-issuing power of the City), and will not conflict with or result in a violation of or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, note, resolution, ordinance, indenture, trust agreement, mortgage, deed of trust or other agreement or instrument to which the City is a party or by which it is bound.

(e) No litigation or administrative action or proceeding is pending or, to the knowledge of the City officials signing the Notes, threatened restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Notes, or the levy and collection of taxes to pay the debt charges on the Notes, or contesting or questioning the proceedings and authority under which the Notes are to be authorized, issued, sold, signed or delivered or the validity of the Notes or the issuance of the bonds in anticipation of which the Notes are issued, and, specifically, no judicial action or proceeding challenging the validity of the Notes or those bonds has been commenced by personal service on any member of the Council, the Fiscal Officer or the Executive.

(f) Neither the existence or the boundaries of the City nor the title to their respective offices of the present officers of the City who are responsible for the authorization, issuance, signature and delivery of the Notes is or are being contested in any judicial or administrative proceeding.

(g) No authority or proceeding for the issuance or payment of or security for the Notes has been repealed, revoked or rescinded.

(h) No litigation or administrative action or proceeding contests or affects, in any way, the enforceability of the Note Legislation, this Agreement or the Notes, the powers or authority of the City with respect to the Note Legislation, this Agreement or the Notes, or the exemption of the Notes from registration with the United States Securities and Exchange Commission.

(i) Prior to the Closing, the City will have taken all actions necessary to be taken by it for: (i) the issuance and sale of the Notes upon the terms set forth in the Note Legislation and this Agreement, and (ii) the signing and delivery by the City of the Notes and of all such other instruments and the taking of all such other actions on the part of the City as may be necessary or appropriate for the effectuation and consummation of the transactions contemplated by the Note Legislation, this Agreement and the Notes. The City will take such actions between the date of this Agreement and the Closing as are reasonably necessary to cause the warranties and representations contained in this Agreement to be true as of the Closing.

(j) The City will not take or omit to take any action that will in any way result in the Note proceeds being applied in a manner other than as provided in the Note Legislation and certifications contained in the transcript of proceedings.

Section 5. Covenants of the City. The City further covenants, as follows:

(a) Prior to the Closing Date, the City shall not issue, assume or guarantee (i) any additional general obligation bonds or bond anticipation notes or (ii) any other indebtedness payable from revenues of the City other than ad valorem property tax revenues that are specifically pledged as security for the Notes pursuant to the Note Legislation.

(b) At the request of the Underwriter, the City will cooperate with the Underwriter in qualifying the Notes under the securities laws of any jurisdiction, and will furnish the Underwriter with such information, execute such instruments, and take such other action as may be necessary in the reasonable judgment of the Underwriter to effect registration or confirmation of exemption from registration of the Notes under those laws. However, the City does not consent, and shall not be required with respect to the offering or sale of the Notes to consent, to suit or to general service of process in any jurisdiction.

(c) The City shall not take or omit to take any action knowing that, under existing law, taking that action, or failing to take that action, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Notes.

Section 6. Closing, Delivery and Payment of the Notes. The Closing will occur at or before 1:00 p.m., Ohio time, on the Closing Date, and at the Cleveland, Ohio office of Bond Counsel, or at such other later time or other place as the Underwriter and the City mutually agree upon. At the Closing, the Underwriter shall accept or acknowledge delivery of the Notes, in definitive form duly signed, and of the Closing Documents identified in Section 7.

The Notes will be delivered as fully registered Notes in typewritten or xerographically reproduced form, registered in the name of a nominee of DTC, in a denomination equal to the aggregate principal amount of Notes. The Notes will be made available to DTC or to the Paying Agent as agent for DTC pursuant to the DTC Fast Automated Securities Transfer (FAST) service, if satisfactory to DTC, the Paying Agent and the Underwriter, at least one business day prior to the Closing Date for purposes of inspection and establishment of the book entry system for the Notes.

At the Closing, the Underwriter shall make payment for the Notes in immediately available funds in accordance with the instructions the City will provide to the Underwriter for the purpose.

CUSIP identification numbers will be placed on the Notes, but the City will have no responsibility for the accuracy of those numbers. Neither the failure to place such numbers on any Note nor any error with respect to any CUSIP numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any of the Notes.

Section 7. Closing Documents and Establishment of Issue Price. The Closing Documents shall consist of the following, each properly signed, certified or otherwise verified, dated as of such date and in such form, as may be satisfactory to Bond Counsel and the Underwriter:

(a) A legal opinion of Bond Counsel, substantially in the form heretofore provided to the Underwriter, and a supplemental opinion of Bond Counsel substantially in the form attached as **Exhibit B**.

(b) An appropriate certificate pursuant to then current Sections 103 and 148 of the Internal Revenue Code of 1986, as amended.

(c) The Note Ordinances, certified by the Clerk, and the Certificate of Award signed as provided in the Note Ordinances.

(d) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel may reasonably request (i) in order to enable Bond Counsel to render its opinion, (ii) to evidence compliance with legal requirements, (iii) to evidence the truth and accuracy, as of the date of this Agreement and as of the Closing Date, of the City's representations and warranties contained in this Agreement, or (iv) to evidence the due performance or satisfaction by the City on or prior to the Closing Date of all agreements then to be performed and all conditions then to have been or to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents identified or referred to in this Agreement shall be deemed to be in compliance with the provisions of this Agreement, if, but only if, they are in form and substance satisfactory to the Underwriter, which satisfaction shall be conclusively evidenced by the Underwriter accepting and paying for the Notes.

If the City is unable to satisfy the conditions contained in this Agreement to the obligations of the Underwriter to purchase or to accept delivery of and to pay for the Notes, or if those obligations of the Underwriter are terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation under it, except that the respective obligations of the City and the Underwriter set forth in Section 9 shall continue in full force and effect.

The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, in the form attached hereto as **Exhibit C**.

The City will treat the first price at which 10% of the Notes (the "10% test") was sold to the public as defined in **Exhibit C** as the issue price of the Issue. At the execution of this Agreement, the Underwriter shall report to the City the price at which it has sold the Notes to the public, which is the price set forth in **Exhibit C**.

Section 8. Conditions of the Obligations of the Underwriter.

(a) The obligations of the Underwriter to purchase, and to accept delivery of and pay for, the Notes will be subject to all of the following:

(i) The completeness and correctness, on the date of this Agreement and on the Closing Date, of the representations and warranties of the City made in this Agreement.

(ii) The performance by the City of its obligations and covenants under this Agreement.

(iii) Each of the following additional conditions precedent:

(A) The Notes, the Certificate of Award and this Agreement shall have been duly authorized and signed by the City.

(B) The Note Ordinances shall have been duly passed and be in effect.

(C) All necessary actions of the City relating to the Notes shall be in full force and effect without rescission or modification.

(D) This Agreement shall be in full force and effect and shall not have been amended, modified or supplemented (except with the consent of the Underwriter).

(E) There shall have been taken, in connection with the issuance of the Notes and with the transactions contemplated in this Agreement, all such actions as in the opinion of Bond Counsel are legally necessary and appropriate.

(b) The Underwriter shall have the right, between the date of this Agreement and the Closing Date, by written notice to the City, to cancel its obligation to purchase the Notes and to terminate this Agreement (except for the provisions of Section 9(a) which shall survive any such cancellation and termination), if, in the Underwriter's sole and reasonable judgment, any of the following events shall occur during that time and cause the market price or marketability of the Notes, or the ability of the Underwriter to enforce contracts for the sale of the Notes, to be materially adversely affected:

(i) Legislation shall have been enacted by the Congress of the United States or the Ohio General Assembly or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Notes; or

(ii) There shall have occurred (A) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (B) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Notes, the Note Legislation or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) Additional material restrictions not in force as of the date of this Agreement shall have been imposed upon trading in securities generally by any federal, Ohio or New York governmental authority or by any United States national securities exchange; or

(vi) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose as to the Notes or securities of the general character of the Notes any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of the Underwriter; or

(vii) There shall have occurred a downgrading, suspension, withdrawal or negative change in credit watch status of underlying rating on obligations issued by the City, or any notice shall have been given by a rating agency that has rated the debt of the City to the City of its intention to review, downgrade, suspend, withdraw or adversely change the credit watch status of any such rating.

Section 9. Expenses.

(a) The Underwriter is solely responsible for paying, and will pay, the following fees and expenses:

(i) Any applicable fees of the Municipal Securities Rulemaking Board (MSRB) and Securities Industry and Financial Markets Association (SIFMA); and

(ii) Any applicable fees or expenses of any legal counsel retained by the Underwriter regardless of whether the Notes are issued and delivered to the Underwriter; and

(iii) The Underwriter's other out-of-pocket expenses incident to preparation for issuance and delivery of the Notes in the event that pursuant to and in accordance with Section 8(b) of this Agreement the Underwriter elects to cancel its obligations to purchase and pay for the Notes and terminate this Agreement

(b) The Underwriter shall also pay the following fees and expenses from proceeds of the Notes retained by the Underwriter for that purpose:

(i) Any fees of the CUSIP Service Bureau, Ohio Municipal Advisory Council, [the Ohio Market Access Program], S&P Global Ratings and DTC; costs of marketing and advertising in selling the Notes; expenses of printing the Notes; the lump-sum fee of the Paying Agent; costs incident to qualifying the Notes for offer and sale under the securities or "blue sky" laws of such jurisdictions as may be selected by the Underwriter; wire fees and the Underwriter's other out-of-pocket expenses incident to the issuance of the Notes and all other costs incidental to the issuance of the Notes and preparation for that issuance in the event that the Notes are issued and delivered.

(ii) Any applicable fees or expenses of Bond Counsel and the Municipal Advisor.

(iii) Reasonable travel expenses of employees of the Underwriter and employees and counsel of the City incident to the issuance and delivery of the Notes.

The amount of expenses required to be paid by the Underwriter in accordance with subparagraphs (b)(i) through (iii) of this Section shall not exceed $[________]; the City shall be responsible for the payment of, and agrees to pay, any of those expenses in excess of that amount.

The Underwriter will provide to the City not later than 120 days after the Closing date a detailed accounting of any and all of the expenses paid by the Underwriter pursuant to subparagraphs (b)(i) through (iii) of this Section and shall remit to the City contemporaneously with that accounting any difference between $[________] and the amount of those expenses paid by the Underwriter. The City then shall be responsible for the payment of any such expenses previously incurred for which invoices are subsequently received, or for reimbursement of the Underwriter for payment of any such expenses that are subsequently paid by the Underwriter.

(c) The fee of the Underwriter ($[________]) is reflected in the purchase price of the Notes from the City and will be retained by the Underwriter as a discount from the reoffering price of the Notes.

(d) Notwithstanding any other provision of this Agreement, the City shall not be responsible for the payment of any MSRB or SIFMA fees.

(e) As used in this section, "employees" means and includes employees, officers, officials and partners.

Section 10. No Third-party Beneficiaries; Survival of Representations. This Agreement is made solely for the benefit of the parties to it, and no other persons, including any holders or purchasers (except the Underwriter) or beneficial owners of the Notes, shall acquire or have any right under or by virtue of this Agreement. All representations, warranties, covenants and agreements of the City shall remain in full force and effect regardless of any termination by or on behalf of the Underwriter and shall survive the delivery of the Notes.

Section 11. Representations by the Underwriter. The Underwriter makes the following representations by the undersigned as a duly authorized officer of the Underwriter (the Officer) as the basis for the undertakings on its part herein contained:

(a) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is not currently in violation of or under any investigation or review for a violation of any state or federal law or regulation that might have a material adverse impact on its ability to perform its duties and obligations under this Agreement.

(b) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is currently in compliance with, and not currently in violation of, any provisions of Chapter 102 and Sections 2921.42 and 2921.43 of the Revised Code which may be applicable to the Underwriter entering into this Agreement.

(c) To the best of the knowledge and belief of the Officer, after due inquiry, the Underwriter is not aware of any finding for recovery having been issued against it by the Auditor of State of Ohio which is "unresolved" under Section 9.24 of the Revised Code.

(d) This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a valid and binding obligation of the Underwriter enforceable in accordance with its terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles and to the exercise of judicial discretion.

Section 12. Notice. Any notice or other communication to be given under this Agreement: (a) to the City shall be given by delivering it in writing to the City, Attention: Director of Finance, City of Garfield Heights, 5407 Turney Road, Garfield Heights, Ohio 44125; and (b) to the Underwriter shall be given by delivering it in writing to [______________ ____].

Section 13. Governing Law; Counterparts. This Agreement shall be governed by and in accordance with the laws of the State of Ohio. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one contract. All signatures need not be made on the same signature page.

Section 14. Nonassignability of Underwriter Obligations. The obligations of the Underwriter under this Agreement shall not be subject to assignment without the prior written consent of the City. This shall not prevent the Underwriter from obtaining the participation of other investment firms as additional underwriters or members of a selling group.

Section 15. Acknowledgment and Agreement Regarding Role of Underwriter. The City acknowledges and agrees that (i) the primary role of the Underwriter, as an underwriter, is to purchase the Notes, for resale to investors, in an arm's length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City; (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertaking and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set forth in this Agreement; and (iv) the City has been afforded the opportunity to consult with its own legal, accounting, tax, financial, municipal and other advisors, as applicable, to the extent it has deemed appropriate.

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Section 16. No Other Agreements. This Agreement supersedes any other agreements between the City and the Underwriter relating to the same subject, and any such agreements shall be null and void upon the effectiveness of this Agreement.

Dates of Signing: **CITY OF GARFIELD HEIGHTS, OHIO**

[______], 2025 By: ______________________________

Mayor

By: ______________________________

Director of Finance

[PURCHASER], as
Underwriter

[______], 2025 By: ______________________________

Title: ______________________________

CERTIFICATE – NOTE PURCHASE AGREEMENT

As fiscal officer of the City of Garfield Heights, Ohio, I certify that the money required to meet the obligations of the City during Fiscal Year 2025 under the attached Note Purchase Agreement have been lawfully appropriated by the City for such purposes and is in the City treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Dated: [_____], 2025

____

Director of Finance
City of Garfield Heights, Ohio

EXHIBIT A

EXHIBIT B

SUPPLEMENTAL OPINION OF BOND COUNSEL

To: City of Garfield Heights, Ohio

[Purchaser]

We have served as bond counsel to our client the City of Garfield Heights, Ohio (the "City") in connection with the issuance by the City of its $[_____] [Street Improvement Notes], Series 2025 (the "Notes"), dated the date of this letter.

We have rendered on this date our legal opinion as bond counsel in connection with the original issuance of the Notes (the "Bond Counsel Opinion"). This supplemental opinion letter is rendered pursuant to Section 7 of the Note Purchase Agreement dated [_______], 2025 (the "Purchase Agreement"), between the City and the Underwriter therein named. Capitalized terms not otherwise defined in this letter are used as defined in the Purchase Agreement.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Notes, the Note Legislation and such other documents, matters and law as we deem necessary to render the opinions and advice set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Purchase Agreement has been duly authorized, executed and delivered by the City and is a valid and binding obligation of the City.

2. The Notes are exempt from registration under the Securities Act of 1933, as amended, and the Note Legislation is exempt from qualification under the Trust Indenture Act of 1939, as amended.

The legal opinions stated in the numbered paragraphs immediately above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon: (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the City.

The rights of the Underwriter under the Purchase Agreement and the enforceability of the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities.

This letter is being furnished only to you for your use solely in connection with the transaction described herein and may not be relied upon by anyone else or for any other purpose without our prior written consent. No statements of belief or opinions other than those expressly stated herein shall be implied or inferred as a result of anything contained in or omitted from this letter. The statements of belief and opinions expressed in this letter are stated only as of the time of its delivery and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the original issuance and delivery of the Notes is concluded upon delivery of this letter.

Respectfully submitted,

EXHIBIT C

ATTACHMENT B

**To Tax Compliance Certificate
Pertaining to**

**$[_____]
City of Garfield Heights, Ohio
[Street Improvement Notes, Series 2025]**

Dated [June 12], 2025

UNDERWRITER'S CERTIFICATE

[Purchaser] ("**[PURCHASER]**"), as Underwriter for the notes identified above (the "Issue"), issued by the City of Garfield Heights, Ohio (the "Issuer"), based on its knowledge regarding the sale of the Issue, certifies as of this date as follows:

(1) **Issue Price**.

(a) The first price at which at least 10% of the Issue was sold to the Public was _________% of par (the "**Sale Price**"). The aggregate Sale Price of the Issue is $__________ (the "**Issue Price**").

(b) **Defined Terms**.

"**Public**" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"**Underwriter**" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meaning set forth in the Tax Compliance Certificate executed by the Issuer in connection with the issuance of the Issue ("**Tax Compliance Certificate**") or in Attachment A to the Tax Compliance Certificate.

(2) **Yield**. The Yield on the Issue is ____%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph 1(a).

(3) **Weighted Average Maturity**. The weighted average maturity (defined below) of the Issue is ______ year and the remaining weighted average maturity of the Outstanding Prior Issue is _________ of a year. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire issue.

(4) **Underwriter's Discount**. [PURCHASER] discount is $___________, being the amount by which the aggregate Issue Price (as set forth in paragraph 1(a) exceeds the sum of (i) the price paid by [PURCHASER] to the Issuer for the Issue and (ii) the amount withheld by [PURCHASER] for the payment of other Issuance Costs in accordance with Section 9(b) of the Note Purchase Agreement between the Issuer and [PURCHASER], dated as of __________, 2025, and relating to the Issue.

The signer is an officer of [PURCHASER] and duly authorized to execute and deliver this Underwriter's Certificate. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [PURCHASER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Squire Patton Boggs (US) LLP, as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: June __, 2025 **[PURCHASER]**

By:____
Managing Director

Vote Outcome: Passed
Yes: 6 No: 0 1 Abstain
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO. 28-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $2,000,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO PAY COSTS OF IMPROVING GRANGER ROAD AND OTHER STREETS AND ROADS IN THE CITY BY CONSTRUCTING, RECONSTRUCTING, RESURFACING, PAVING, GRADING, DRAINING, AND CURBING, AND IMPROVING, CONSTRUCTING AND RECONSTRUCTING RELATED CATCH BASINS, WATERLINES, SANITARY SEWERS AND STORM SEWERS, AND 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. 22-2024, passed on April 22, 2024, there were issued $2,000,000 of notes (the Outstanding Notes), in anticipation of bonds for the purpose stated in Section 1, as part of a consolidated issue of $4,900,000 Street Improvement Notes, Series 2024, which Outstanding Notes will mature on June 11, 2025; 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 12, 2044;

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 $2,000,000 (the Bonds) to pay costs of improving Granger Road and other streets and roads in the City by constructing, reconstructing, resurfacing, paving, grading, draining, and curbing, and improving, constructing and reconstructing related catch basins, waterlines, sanitary sewers and storm sewers, and 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, 2026, 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, 2027, and the first interest payment is estimated to be December 1, 2026.

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 $2,000,000 (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: 4-14-2025

APPROVED: Matthew A B...

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
Clerk of Council

EFFECTIVE DATE: 4-14-2025

STANDBY NOTE
PURCHASE AGREEMENT

Dated as of [June 10], 2025

among

THE TREASURER OF THE STATE OF OHIO
"Treasurer"

CITY OF GARFIELD HEIGHTS, OHIO
"Issuer"

and

THE HUNTINGTON NATIONAL BANK
"Paying Agent"

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STANDBY NOTE PURCHASE AGREEMENT

THIS STANDBY NOTE PURCHASE AGREEMENT, entered into as of [June 10], 2025, by and among the TREASURER OF THE STATE OF OHIO acting not individually but in his/her official capacity as an officer of the State (the "Treasurer"), the CITY OF GARFIELD HEIGHTS, OHIO (the "Issuer") and THE HUNTINGTON NATIONAL BANK (the "Paying Agent");

WITNESSETH THAT:

WHEREAS, the Treasurer has accepted the Issuer into the Market Access Program (the "Program") to provide further assurance to the Issuer and the holder of those certain $[_____] [Street Improvement Notes, Series 2025], of the Issuer dated [June 10], 2025 (the "Notes"), that principal of and interest on the Notes will be fully paid at maturity; and

WHEREAS, to participate in the Program, the Issuer has requested that the Treasurer, under authority of Ohio Revised Code (ORC) section 135.143(G), enter into this Agreement providing for (a) the purchase of Notes for which there are not sufficient funds on deposit, by 9:00 o'clock a.m. Ohio time on the Maturity Date and in the appropriate account created with respect to the Notes under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Notes on the Maturity Date (the "Unpaid Notes") or (b) the purchase of renewal notes of the Issuer, the proceeds of which will be applied to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity of the Notes, to be deposited with the Paying Agent for payment to the holder (the "Renewal Notes"); and

WHEREAS, the Issuer has represented to the Treasurer that the Notes are in form and substance satisfactory to the Treasurer and include provision for the required Renewal Note Rate or After Maturity Rate, as defined herein; and

WHEREAS, the Treasurer is authorized under ORC section 135.143(G) to enter into this Agreement with the Issuer to purchase such Notes for investment of interim funds of the State of Ohio; and

WHEREAS, the Paying Agent is made a party hereto at the direction of the Issuer in order to ensure adequate funds for the payment at maturity of all principal and interest due thereon at maturity to be deposited with holder, and if necessary, to provide for the orderly transfer and registration of Unpaid Notes to the Treasurer; and

WHEREAS, the parties wish to express herein the terms and conditions under which the Treasurer will purchase Unpaid Notes or Renewal Notes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I.
CERTAIN DEFINED TERMS

SECTION 1.01 Definitions. As used in this Agreement the following terms shall have the following meanings:

"Agreement" means this Standby Note Purchase Agreement, as the same may be amended in writing, from time to time.

"After Maturity Rate" means, with respect to any Unpaid Note, the rate per annum set forth in the Note Legislation which, for purposes of this Agreement, is the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks in Columbus, Ohio or New York, New York are required or authorized by law to remain closed.

"Closing Date" means the date of issuance and delivery of the Notes.

"Escrow Funds" means any funds required to be held in a segregated escrow fund on behalf of the Treasurer with the Paying Agent pursuant to Section 2.02(a) of this Agreement.

"Issuer" means the Issuer as set forth in the recitals.

"Governing Body" means City Council of the Issuer.

"Gross Purchase Price" means with respect to any Note, 100% of the face amount of such Note, plus interest accrued to its Maturity Date.

"Maturity Date" means [June 9], 2026.

"Net Purchase Price" means, with respect to any Unpaid Note, the Gross Purchase Price less any amounts paid to the Treasurer relating to such Unpaid Note.

"Note Funding Date" means five (5) Business Days prior to the Maturity Date.

"Note Legislation" means, with respect to the Issuer, the ordinances passed on [______], 2025, by the Governing Body authorizing, among other things, the issuance of its Note and the execution and delivery of this Agreement, among other things.

"Notes" means the Notes of the Issuer identified, and in the amounts set forth, in the preamble hereto.

"Notification Date" means thirty (30) days prior to the Maturity Date.

"Official Statement" means the official statement or other offering document, if any, authorized by the Issuer in connection with the offering of the Notes or Renewal Notes, as the case may be.

"Paying Agent" means the Paying Agent as set forth in the recitals.

"Paying Agent Agreement" means the agreement between the Issuer and the Paying Agent dated as of the date hereof.

"Potential Unpaid Note" means a Note for which the Issuer has not, by 1:00 o'clock p.m. Ohio time on the Note Funding Date (i) deposited sufficient funds in the appropriate account created with respect to the Note under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Note on the Maturity Date or (ii) delivered to the Treasurer and Paying Agent a Renewal Certificate.

"Program" means the Ohio Market Access Program of the Treasurer.

"Program Materials" means the application to participate in the Program and related documents establishing the terms and conditions necessary to qualify for acceptance into the Program.

"Renewal Certificate" means a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to maturity.

"Renewal Date" means any date, mutually agreed to by the Issuer and the Treasurer, at least one (1) Business Day prior to the Maturity Date.

"Renewal Note" has the meaning set forth in the Recitals.

"Renewal Note Legislation" means, with respect to the Issuer, the ordinances passed by the Governing Body authorizing, among other things, the issuance of the Renewal Note.

"Renewal Note Rate" means, with respect to any Renewal Note, the rate per annum set forth in the Note Legislation which, for purposes of this Agreement, is the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

"Tax-exempt" shall mean, with respect to an obligation, that interest thereon is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

"Treasurer" means the Treasurer of the State of Ohio.

"Unpaid Note" has the meaning set forth in the Recitals.

SECTION 1.02 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 1.03 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

SECTION 1.04 Legend. A Note contemplated pursuant to this Agreement shall have the following legend included on its face:

"The holder of this Note hereby consents to the registration of this Note in the name of the Treasurer of the State of Ohio (the "Treasurer") upon the receipt from the Treasurer of the full payment of principal and interest due at maturity on such Note on or before the date of maturity, provided that, in the case of a note held in a book-entry system by a depository, the interest of the Treasurer shall be noted in accordance with the procedures established by the Depository. In the case of an unregistered Note, such registration in the name of the Treasurer of State shall be demonstrated by a notation on the face of this Note of such transfer of ownership."

ARTICLE II.
PURCHASE OF RENEWAL OR UNPAID NOTES

SECTION 2.01 Obligation to Purchase Renewal Notes.

(a) On the Notification Date, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit A** hereof.

(b) Not later than 3:00 o'clock p.m. Ohio time on the Note Funding Date, the Paying Agent shall deliver written notice by electronic means to the Treasurer and the Issuer of the existence of a Potential Unpaid Note in a form and substance substantially similar to **Exhibit B** hereof. Upon receiving such notice, the Issuer shall take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 hereof, to authorize, execute, and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

(c) The Treasurer's obligation to purchase Renewal Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that (i) such obligation shall be limited to an obligation to purchase the Renewal Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12), (ii) the Renewal Notes have been validly authorized, executed and delivered pursuant to Section 3.03 hereof and (iii) the conditions in Section 3.04 have been satisfied. The Treasurer's obligation to purchase Renewal Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.02 Obligation to Purchase Unpaid Notes.

(a) The Treasurer shall cause the Gross Purchase Price of any Potential Unpaid Note to be delivered to the Paying Agent by wire transfer not later than 11:00 o'clock a.m. Ohio time on the Renewal Date and the Paying Agent shall promptly confirm receipt of such funds by facsimile or electronic transmission to the Treasurer and shall hold the funds uninvested in a segregated escrow fund held on behalf of the Treasurer (the "Escrow Funds").

(b) On the Maturity Date, if the Issuer has not deposited the Gross Purchase Price of the Notes with the Paying Agent by 9:00 o'clock a.m. Ohio time, the Paying Agent shall send written notice by electronic means in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to **Exhibit C** hereof, and the Treasurer shall be obligated to purchase the Unpaid Note at the Gross Purchase Price thereof. The Paying Agent shall apply the Escrow Funds to purchase the Unpaid Notes, and upon such purchase, the Paying Agent shall register the Unpaid Note in the name of the Treasurer and, if required, make the appropriate notation on the face of the Unpaid Note pursuant to its terms and Section 1.04 hereto. If the Escrow Funds are not required under this Section 2.02(b), they shall be wired to the Treasurer's account within one (1) Business Day.

(c) The Treasurer's obligation to purchase Unpaid Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that such obligation shall be limited to an obligation to purchase the Unpaid Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12). The Treasurer's obligation to purchase Unpaid Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.03 Required Actions Following Purchase of Unpaid Notes. Following purchase of the Unpaid Notes by the Treasurer pursuant to Section 2.02:

(a) The Unpaid Notes shall bear interest from and after the Maturity Date at the After Maturity Rate, until paid in full, as expressed on the face of the Note. The Issuer shall use its best efforts to make full and prompt payment of all amounts due on the Unpaid Notes. Payments made on Unpaid Notes by the Issuer shall be accounted for by the Treasurer until the Treasurer shall have received payment in an amount equal to the Net Purchase Price for the Unpaid Note plus interest on the entire principal balance thereof calculated at the After Maturity Rate, from the Maturity Date to the date of payment.

(b) Upon registration of the Unpaid Note in the name of the Treasurer, or if unregistered, upon satisfaction of the terms of Section 1.04 and 2.02 herein and delivery of the Unpaid Note to the Treasurer at the address provided pursuant to Section 4.01 herein, the obligations of the Paying Agent under this Agreement shall be deemed satisfied in full.

SECTION 2.04 Remedies. The Treasurer shall have such remedies as are specified in the Note and as are available under applicable law, including but not limited to ORC section 321.35, for collection of unpaid amounts.

In the case of an Unpaid Note not held in a book-entry system in the custody of a depository, upon receipt of payment in full of all amounts due with respect to an Unpaid Note, the

Treasurer shall cancel the Unpaid Note, and return the Unpaid Note marked "Paid in Full," to the Issuer.

In the case of an Unpaid Note held in a book-entry system in the custody of a depository, the Treasurer's interest in such Note shall be terminated in accordance with the procedures established by the depository.

SECTION 2.05 Fees. The Treasurer shall receive, as compensation for the agreements and covenants entered into herein, a fee in the amount of Zero Dollars ($0) plus expenses incurred relating to the execution of this Agreement, to be paid from proceeds of the sale of the Note. The fee shall be due and payable by the Issuer concurrently with the delivery of the Note to the Paying Agent.

ARTICLE III.
TERMS OF PURCHASE OF RENEWAL NOTES

In the event that the Treasurer purchases a Renewal Note of the Issuer pursuant to Section 2.01(b) hereof, the Treasurer and the Issuer agree as follows, in consideration of their mutual covenants and agreements:

SECTION 3.01 Terms of the Renewal Note. Upon the terms and conditions and upon the basis of the representations set forth herein, the Treasurer hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Treasurer, all (but not less than all) of the Renewal Notes at the Gross Purchase Price. The Renewal Note shall (a) bear interest (computed on the basis of a 365- or 366-day year, as applicable) at the Renewal Note Rate, payable at maturity, as set forth in a certificate of award, (b) be dated as of the Renewal Date, and, (c) unless alternate terms are authorized by written consent of the Treasurer, shall be in a principal amount not in excess of (i) the Gross Purchase Price of the Notes or (ii) 100% of the par amount of the Renewal Notes. The Renewal Notes shall mature not more than one year after the Renewal Date and shall be prepayable at any time with thirty (30) days written notice in compliance with Section 4.01 herein to the Treasurer at a price of par plus accrued interest to the date of prepayment.

SECTION 3.02 Issuer Representations and Warranties. The Issuer represents, warrants, covenants and agrees with the Treasurer that:

(a) The Issuer is and will be at the Closing Date, duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and has full power and authority thereunder and under the Renewal Note Legislation: (i) to issue, sell and deliver the Notes to their original purchaser; (ii) sell and deliver the Renewal Notes to the Treasurer as provided in Article III herein and (ii) to carry out and consummate all transactions contemplated by this Agreement and the Notes;

(b) When delivered to and paid for by the Treasurer on the Renewal Date in accordance with the provisions hereof, the Renewal Notes will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding obligations of the Issuer payable from the same sources as the Notes issued under the Note Legislation;

(c) The execution and delivery of the Renewal Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, will not (i) violate the Constitution or laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Issuer is bound, or (ii) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Issuer is a party or by which the Issuer may be bound;

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, which in any way questions the powers of the Issuer referred to in paragraph (a) above, or the validity of any proceedings taken by the Issuer in connection with the issuance of the Notes, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement, the Notes, the Renewal Notes or the documents signed or to be signed by the Issuer in connection with the issuance of the Notes or the Renewal Notes;

(e) The Issuer has (i) duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Notes, and (ii) prior to their issuance, the Issuer shall have duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Renewal Notes; and

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Notes have been obtained.

SECTION 3.03 Delivery of the Renewal Note. No later than 9:00 o'clock a.m. Ohio time on the Renewal Date, or such earlier time as the Issuer and the Treasurer shall mutually agree upon, (a) the Issuer will deliver or cause to be delivered to the Paying Agent for registration at such place as the Issuer and the Paying Agent may mutually agree upon, the Renewal Notes in definitive form, duly executed by the Issuer; and (b) the Treasurer will wire or cause to be delivered to an account designated by the Issuer, the purchase price of the Renewal Notes, in immediately available funds, or such other funds or method of payment as may be mutually agreed upon by the Issuer, the Treasurer and the Paying Agent; provided that such purchase price shall be no more than the Gross Purchase Price of the Notes unless the Treasurer shall agree in writing otherwise.

SECTION 3.04 Conditions to Closing. The Treasurer has entered into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Renewal Date. The Treasurer's obligations under Section 2.01 and Article III of this Agreement are and shall be subject to the following further conditions (any or all of which may be waived by the Treasurer in its discretion):

(a) At the Renewal Date, the Issuer shall have duly passed and there shall be in full force and effect such legislation as, in the opinion of a nationally recognized bond counsel, shall be necessary in connection with the transactions contemplated hereby;

(b) The Treasurer shall have the right to cancel its obligation under Section 2.01(b) and Article III herein to purchase the Renewal Notes if any of the documents, certificates or opinions to be delivered to the Treasurer hereunder is not delivered on the Renewal Date, or if, between the date hereof and the Renewal Date, legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Renewal Date, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the Renewal Notes, or any other obligations of any similar public body of the general character of the Issuer, is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Renewal Notes as contemplated hereby or of obligations of the general character of the Renewal Notes; and

(c) On the Renewal Date, the Treasurer shall receive the following documents:

(1) One executed or certified copy of the Renewal Note Legislation;

(2) A certificate, dated as of the Renewal Date, duly executed by the fiscal officer of the Governing Body to the effect that there are no pending, or to their knowledge, threatened legal proceedings which will materially adversely affect the transactions contemplated hereby or the validity or enforceability of the Renewal Notes;

(3) One original transcript of all proceedings relating to the authorization and issuance of the Renewal Notes;

(4) An opinion of nationally recognized bond counsel dated the Renewal Date stating that the Renewal Notes have been validly issued, interest is excluded from gross income for federal income tax purposes, and the Renewal Notes are exempted from registration under the 1933 Act, each to the same extent that interest on the Notes is so excluded; and

(5) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Treasurer or its counsel may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Renewal Notes, the truth and accuracy, as of the Renewal Date, of all representations herein contained and the due performance or satisfaction by the Issuer at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated hereunder.

If the Issuer shall be unable to satisfy the conditions to the Treasurer's obligations contained in this Article III, the Treasurer's obligations under Section 2.01 shall be terminated and the Treasurer's obligations under Section 2.02 shall be effected.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01 Notices. Except as otherwise specified in this Agreement, all notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written form and shall be given to the party to whom sent, addressed to it, at its address, telephone, facsimile number or similar electronic means set forth below or such other address, telephone, facsimile number or similar electronic means as such party may hereafter specify for the purpose by notice to the other parties set forth below. Each such notice, request or communication shall be effective (i) if given by telephone, facsimile or similar electronic means, when such communication is transmitted to the address specified below and any appropriate answer back is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (iii) if given by any other means, when delivered at the address specified below:

(a) if to the Treasurer:

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department
Telephone No.: (614) 466-3511
Facsimile No.: (614) 466-2499
OMAP@tos.ohio.gov and Investments@tos.ohio.gov

(b) if to the Issuer:

City of Garfield Heights, Ohio
5407 Turney Road
Garfield Heights, OH 44125
Attention: Barbara Biro, Director of Finance
Telephone No.: (216) 475-1100
Facsimile No.: (216) 475-3807
BBiro@garfieldhts.org

(c) if to the Paying Agent:

The Huntington National Bank
525 Vine Street, 14th Floor
CN01
Cincinnati, OH 45202
Attention: Corporate Trust and Escrow Services
Telephone No.: (513) 639-8349
Facsimile No.: (888) 407-6238
rachel.s.nathe@huntington.com

or (iv) in any of the foregoing cases, at such other address, telephone, facsimile number or similar electronic means as the addressee may hereafter specify for the purpose in a notice to the other party.

SECTION 4.02 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio.

SECTION 4.01 Paying Agent. The Paying Agent shall be entitled to the same protections in so acting under this Agreement as it has in acting as Paying Agent under the Paying Agent Agreement. The Paying Agent's obligations under this Agreement shall be deemed satisfied in full upon satisfaction of the conditions in Section 2.03(b) herein or upon the Note being retired.

SECTION 4.02 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 4.03 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity or enforceability or non-authorization of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

SECTION 4.04 Business Days. If any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 4.05 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Immediately Follows]

[Signature Page to the Standby Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their respective duly authorized officers as of the date hereof.

TREASURER OF THE STATE OF OHIO
"Treasurer"

By: ______________________________
Name: ______________________________
Title: ______________________________

CITY OF GARFIELD HEIGHTS, OHIO
"Issuer"

By: ______________________________
Name: Matt Burke
Title: Mayor

By: ______________________________
Name: Barbara Biro
Title: Director of Finance

THE HUNTINGTON NATIONAL BANK
"Paying Agent"

By: ______________________________
Name: ______________________________
Title: ______________________________

EXHIBIT A
Form of Notification Date Notice

[Notification Date]

City of Garfield Heights, Ohio
5407 Turney Road
Garfield Heights, OH 44125
Attention: Barbara Biro, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of [June 10], 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the City of Garfield Heights, Ohio (the "Issuer"), and The Huntington National Bank (the "Paying Agent").

Pursuant to the Agreement, the Issuer is required to satisfy the following requirements no later than [June 9], 2026:

(1) Deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on [June 9], 2026; or

(2) Deliver to the Treasurer and Paying Agent a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to [June 9], 2026.

If there are any questions about satisfying the above referenced requirements, please contact the office of the Treasurer as soon as possible.

THE HUNTINGTON NATIONAL BANK

By: ______________________________

Name: ______________________________

Title ______________________________

EXHIBIT B
Form of Potential Unpaid Note Notice

June __, 2026

City of Garfield Heights, Ohio
5407 Turney Road
Garfield Heights, OH 44125
Attention: Barbara Biro, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of [June 10], 2025 (the "Agreement") among the Treasurer of the State of Ohio (the "Treasurer"), the City of Garfield Heights, Ohio (the "Issuer"), and The Huntington National Bank (the "Paying Agent").

The Issuer has failed to either deposit with the Paying Agent sufficient funds to provide for full payment of all amounts due on the Note on [June 9], 2026, or deliver to the Treasurer and Paying Agent a Renewal Certificate.

Pursuant to the Agreement, the Issuer is required to take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 of the Agreement, to authorize, execute and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

Please contact the office of the Treasurer immediately.

THE HUNTINGTON NATIONAL BANK

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT C
Form of Maturity Date Notice

June ___, 2026

City of Garfield Heights, Ohio
5407 Turney Road
Garfield Heights, OH 44125
Attention: Barbara Biro, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of [June 10], 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the City of Garfield Heights, Ohio (the "Issuer"), and The Huntington National Bank (the "Paying Agent").

The Issuer has failed to deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on the date hereof.

Funds of the Treasurer have been applied to purchase the Note, the Note has been registered in the name of the Treasurer, and the Note will bear interest at [After Maturity Rate] and will be payable to the Treasurer.

Please contact the office of the Treasurer immediately.

THE HUNTINGTON NATIONAL BANK

By: ______________________________

Name: ______________________________

Title ______________________________

Vote Outcome: Passed
Yes: 1 No: 0 1 Abst
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO. 29-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $1,600,000 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 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 notes were retired at maturity with proceeds of $2,400,000 of notes, issued in anticipation of bonds for the purpose stated in Section 1, pursuant to Ordinance No. 35-2023, passed on April 24, 2023, as part of a consolidated issue of $3,400,000 Street Improvement Notes, Series 2023, which notes were retired at maturity with proceeds of $1,900,000 of notes (the Outstanding Notes), issued in anticipation of bonds for the purpose stated in Section 1, pursuant to Ordinance No. 19-2024, passed on April 22, 2024, as part of a consolidated issue of $4,900,000 Street Improvement Notes, Series 2024, which Outstanding Notes will mature on June 11, 2025; 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 9 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 $1,600,000 (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, 2026, 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 9 annual principal installments on December 1 of each year that are substantially equal. The first principal installment is estimated to be December 1, 2027, and the first interest payment is estimated to be December 1, 2026.

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 $1,600,000 (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: 4-14-2025

APPROVED: Matt A B.L

Amy Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
Clerk of Council

EFFECTIVE DATE: 4-14-2025

$[______]
City of Garfield Heights, Ohio
[Street Improvement Notes, Series 2025]

PAYING AGENT AGREEMENT

This Paying Agent Agreement (this "Agreement"), is entered into as of [June 10], 2025, between the City of Garfield Heights, Ohio (the "Issuer") and The Huntington National Bank (the "Paying Agent").

WHEREAS the Issuer has duly authorized and provided for the issuance of its $[______] [Street Improvement Notes, Series 2025] (the "Notes");

WHEREAS the Issuer will ensure that all things necessary to make the Notes the valid obligations of the Issuer will be done upon the issuance and delivery thereof;

WHEREAS the Issuer wishes to appoint a paying agent for the purpose of paying the principal of and interest on the Notes, in accordance with the terms of the Notes and to act as paying agent under that certain Standby Note Purchase Agreement (the "SNPA") among the Issuer, The Treasurer of the State of Ohio (the "Treasurer") and the Paying Agent; and

WHEREAS the Paying Agent agrees to serve in such capacities for and on behalf of the Issuer;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF PAYING AGENT

1.1. The Issuer hereby appoints The Huntington National Bank as Paying Agent with respect to the Notes, to pay to the owners or holders of the Notes (the "Holders") in accordance the terms of the Notes and Ordinance Nos. [______], each passed by the City Council of the Issuer on [_____], 2025 (the "Authorizing Document") and this Agreement the principal of and interest on all or any of the Notes and to take all actions of the Paying Agent under the terms of the SNPA.

1.2. The Huntington National Bank hereby accepts its appointment, and agrees to act as Paying Agent.

1.3. [Reserved.]

ARTICLE TWO

PAYING AGENT

2.1. Provided that sufficient funds have been provided to the Paying Agent for such purpose by or on behalf of the Issuer, the Paying Agent shall, on behalf of the Issuer, pay to the owners or holders of the Notes the principal of and interest on each Note in accordance with the terms of the Notes and the Authorizing Document. Payment to owners or holders on applicable payment dates is conditioned upon the Issuer depositing with the Paying Agent funds sufficient to pay principal or interest as required under 2.2 below.

2.2. The Issuer hereby agrees to provide the Paying Agent with sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least 3 business days prior to payment date and (2) payment by wire must be received by Paying Agent no later than 10:30 a.m. CST on the payment date.

ARTICLE THREE

REGISTRAR

3.1. The Notes will be initially registered and delivered (FAST) to the Depository Trust Company for the account of the purchaser designated by the Issuer.

3.2. The Paying Agent shall provide for the proper registration of transfer, exchange and replacement of the Notes in accordance with the Authorizing Document. Every Note surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution, in form acceptable to the Paying Agent, duly executed by the Holder thereof or his/her attorney duly authorized in writing. The Paying Agent may request any supporting documentation it deems necessary or appropriate to affect a re-registration.

3.3 The Paying Agent will maintain its records as registrar in accordance with the Authorizing Document and the Paying Agent's general practices and procedures in effect from time to time.

3.4. The Issuer acknowledges that if the Treasurer is required to purchase Unpaid Notes under the terms of the SNPA the Paying Agent is required to cause a fully registered Note to be provided to the Treasurer. On the date hereof, the Issuer agrees to provide the Paying Agent an unauthenticated Note to facilitate any such transfer. The Paying Agent agrees that it will maintain such unauthenticated Note in safekeeping.

ARTICLE FOUR

GENERAL MATTERS

4.1. The Paying Agent undertakes to perform the duties set forth herein and the duties of the Paying Agent set forth in this Agreement and the SNPA. No implied duties or obligations shall be read into this Agreement or the SNPA against the Paying Agent. The Paying Agent hereby agrees to use the funds deposited with it for payment of the principal of and interest on the Notes to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Paying Agent to function as Paying Agent.

4.2. (a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the Issuer.

(b) No provision of this Agreement shall be construed to relieve the Paying Agent from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that no provision of this Agreement or the SNPA shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder or under the SNPA, or in the exercise of any of its rights or powers.

(c) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Note, but shall be protected in acting upon receipt of Notes containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or agent of the Holder.

(d) The Paying Agent may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(e) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with reasonable care.

4.3. Money held by the Paying Agent hereunder need not be segregated from other funds. The Paying Agent shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder.

Any money deposited with or otherwise held by the Paying Agent for the payment of the principal, redemption premium (if any) or interest on any Note and remaining unclaimed, by the Holder (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Paying Agent agree that the Holder of such Note shall thereafter look only to the Issuer for payment thereof, and that all liability of the Paying Agent with respect to such moneys shall thereupon cease.

4.4. The Paying Agent may engage in or be interested in any financial or other transaction with the Issuer.

4.5. The Issuer and the Paying Agent agree that the Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Paying Agent further agree that the Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

5.2. This Agreement may not be assigned by either party without the prior written consent of the other party.

5.3. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Paying Agent shall be mailed, faxed, sent pdf or delivered to the Issuer or the Paying Agent, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:	City of Garfield Heights, Ohio 5407 Turney Road Garfield Heights, OH 44125 Attn: Director of Finance
If to the Paying Agent:	The Huntington National Bank 525 Vine Street, 14^{th} CN01 Cincinnati, OH 45202 Attn: Corporate Trust

5.4. The Article headings herein are for convenience of reference only and shall not affect the construction hereof.

5.5 All covenants and agreements herein by the Issuer and the Paying Agent shall bind their successors and assigns, whether so expressed or not.

5.6. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.7. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

5.8. This Agreement and the SNPA shall constitute the entire agreement between the parties hereto relative to the Paying Agent acting as Paying Agent and registrar.

5.9. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

5.10. This Agreement shall be effective from and after its date and until the earliest of (i) the date the Paying Agent resigns, (ii) the date any Notes are registered in the name of the Treasurer, or (iii) the date all of the Notes have been paid in full; provided, however, that no such termination provided for in clause (i) shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder and under the SNPA.

The Paying Agent may resign at any time by giving written notice thereof to the Issuer. If the Paying Agent shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Registrar. If an instrument of acceptance by a successor Paying Agent and Registrar shall not have been delivered to the Paying Agent within thirty (30) days after the Paying Agent gives notice of resignation, the Paying Agent may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and registrar. In the event of resignation of the Paying Agent as Paying Agent and registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Paying Agent hereunder the Paying Agent shall deliver to the Issuer or its designee all funds and unauthenticated Notes.

5.11. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Ohio.

5.12. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Paying Agent will ask for documentation to verify its formation and existence as a legal entity. The Paying Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date and year first above written.

ISSUER:	PAYING AGENT:
CITY OF GARFIELD HEIGHTS, OHIO	THE HUNTINGTON NATIONAL BANK
By: ____________________________ Mayor	By: ____________________________ Name: __________________________ Title: ___________________________

By: ____________________________
Director of Finance

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO.: 30-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS TO CREATE AN ARCGIS ASSET INVENTORY MAP, AND DECLARING AN EMERGENCY

WHEREAS, the Ohio Environmental Protection Agency (EPA) requires all communities covered by a National Pollutant Discharge Elimination System (NPDES) permit to maintain a map which shows the location of storm sewer outfalls; and

WHEREAS, the City of Garfield Heights ("City") would like to enter into an agreement with OHM Advisors to create an ArcGIS Asset Inventory Map which will show the location of storm sewer outfalls.

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 OHM Advisors (attached hereto as Exhibit A and incorporated as if fully written within) to create an ArcGIS asset inventory map.

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: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

OHM Advancing Communities

March 18, 2025

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

RE: **Garfield Heights ArcGIS Map Asset Inventory**
Location: Garfield Heights, OH
Proposal #25045

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

Sincerely,
OHM Advisors

R Tony Burgoyne

R. Tony Burgoyne, P.E., Project Manager
Tony.Burgoyne@ohm-advisors.com
D: 330.913.1048 C: 330.805.7628

James M. Sickels

James Sickels
Municipal Representative
James.Sickels@ohm-advisors.com

Authorization to Proceed

Signature Date

Printed Name Title

Project Understanding

The City of Garfield Heights seeks assistance to create an online ArcGIS map to manage their assets. The city wants the map to identify all catch basins and MS4 outfalls to contain available records from each location within. OHM advisors will locate known catch basins within the City's limits to be included in the ArcGIS map. The City's Health Department shared an ESRI Shapefile containing the outfall locations used for MS4 inspections. The shapefile provides the rough location of 51 known outfalls that have previously been inspected. The number of catch basins within the city is unknown.

To that end, OHM will complete the following scope of services.

Scope of Services

<u>Task #1 GIS Coordination and Preparation</u>

- The following services are included in the fee shown:
  - An ArcGIS Online map will be developed to contain outfall locations (from the shared outfall shapefile) and all records pertaining to each asset.
    - Available stormwater outfall data shared from the city, Health Department, NEORSD, and Cuyahoga County Public Works pertaining to an outfall will be analyzed and combined into one (1) single layer. Inspections, televising reports, and photographs will be added as related records associated with the appropriate outfall.
  - An ArcGIS Field Map will be developed with the provided outfall dataset and catch basin feature. This Field Map will be designed for OHM Field Workers to complete the GPS location and update the status to assist in the field data collection workflow for this effort.
    - Data collection will be completed on the city's existing ArcGIS Online account.
  - For real-time progress tracking and data analysis, the OHM GIS team will develop a project Operations Dashboard that will include a progress map indicating completion status, and information pertaining to each outfall and catch basin GPS located.
    - This Operations Dashboard will be shared with the city for city use.

<u>Task #2 Field Survey and Inventory</u>

- OHM will GPS locate catch basins within the city using an Eos Arrow Gold GNSS receiver, as noted below.
  - Utilizing the ArcGIS Field Map that was created in Task 1, OHM field staff (two-man crews) will capture a GPS location and photograph at each catch basin located within the City.
- OHM will review the collected field data and notify the city when the work is complete.
- OHM will provide the city with a technical memorandum of field investigations.

Price Proposal

#	Information Gathering Tasks	Fee
Task #1	GIS Coordination and Preparation	$ 15,000
Task #2	Field Survey & Inventory	$34,400
	Grand Total	**$ 49,400**

Compensation

The fee proposal above shall be completed on a lump sum basis.

Anticipated Project Schedule

Project will begin upon approval and is estimated to be completed within 180 days.

Clarifications and Assumptions

- Our Proposal was prepared based on the following assumptions:
  - GIS database with be built on the City's ArcGIS Online account.
  - OHM will have access to the City's ArcGIS Online Account with a Creator Role and Publishing rights.
  - Assets will be position located only. Vertical inventory of sewer and/or outfall inverts, etc. are excluded.
  - 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: Outfall locations through ArcGIS Online.
- Letter from City official(s) to be used by staff in the field that gives permission from the city to be on location and conduct the inspection.

Terms & Conditions

The Terms and Conditions contained in the Annual Engineering contract per ordinance number 03-2025 shall also apply to this contract.

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO.: 31-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO DO ALL THINGS NECESSARY TO PARTICIPATE IN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FUNDING PROGRAM(S) FOR THE GARFIELD HEIGHTS ARCGIS ASSET INVENTORY MAP, INCLUDING BUT NOT LIMITED TO EXECUTING ANY AND ALL APPLICATIONS, AGREEMENTS AND/OR CONTRACTS AS MAY BE REQUIRED BY THE NEORSD IN ORDER TO SECURE THE FUNDS REQUESTED, PER THE APPLICATION AS PREPARED BY THE CITY ENGINEER, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") is pursuing funding to create an ArcGIS asset inventory map to be compliant with Ohio Environmental Protection Agency (EPA) requirements; and

WHEREAS, this project is eligible for funding through the Northeast Ohio Regional Sewer District ("NEORSD") funding programs; and

WHEREAS, the City desires to apply for $50,000.00 of funding through the NEORSD.

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

SECTION 1. The Mayor is hereby authorized and directed to do all things necessary to participate in the Northeast Ohio Regional Sewer District funding program(s) for funding to create an ArcGIS asset inventory map for the City of Garfield Heights, including, but not limited to executing any and all applications, agreements and/or contracts as may be required by the NEORSD, in order to secure the funds requested, as prepared by the City Engineer.

SECTION 2. 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: 4-14-2025

APPROVED: Matthew A Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO.: 32-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO RENEW AN AGREEMENT WITH CIVICPLUS FOR THE DESIGN AND CONTINUING TECHNICAL SUPPORT OF THE GARFIELD HEIGHTS CITY WEBSITE

WHEREAS, in Ordinance 44-2021, this Garfield Heights City Council ("Council") authorized the City of Garfield Heights ("City") to enter into an agreement with CivicPlus for the design, creation, and continuing technical support of the City website; and

WHEREAS, the website allows the City to send emails and SMS messages to residents, provides an interactive calendar to publicize city events and meetings, and contains a database where information such as agendas, minutes, newsletter, and other documents are stored for convenient access, as well as other features that improve resident interaction with the City; and

WHEREAS, the agreement with CivicPlus is set to expire in on May 18, 2025; and

WHEREAS, the City wishes to renew its agreement with CivicPlus for the continuation of its website services, and to implement an update and redesign of the current City website, at an annual cost of $8,777.96.

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

SECTION 1. The Mayor is hereby authorized to enter into an agreement (invoice attached hereto as Exhibit A and included as if fully written herein) with CivicPlus for the purpose contained herein at an annual cost not to exceed $10,000.00.

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 amounts to be charged to the appropriate fund (s), upon completion of the normal purchase order system purchasing requirements.

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

PASSED: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:	Q-94167-1
Date:	3/4/2025 1:47 PM
Customer:	GARFIELD HEIGHTS CITY, OHIO

QTY	Product Name	DESCRIPTION
1.00	SSL Management CivicPlus Provided Renewal	SSL Management - CP Provided Only - per domain (Annually Renews): https://www.garfieldhts.org/
1.00	Hosting & Security Annual Fee - CivicEngage Central Renewal	Hosting - Security Annual Fee - CivicEngage Central
1.00	48 Month Redesign Premium Annual - CivicEngage Central Renewal	48 Month Redesign Premium Annual - Central
1.00	DNS and Domain Hosting Annual Fee Renewal	DNS and Domain Hosting Annual Fee: https://www.garfieldhts.org/
1.00	Annual - CivicEngage Central Renewal	Annual - CivicEngage Central
Annual Recurring Services - Initial Term		USD 8,777.96
Annual Recurring Services - (Subject to Uplift)		USD 8,777.96

1. This renewal Statement of Work ("SOW") is between Garfield Heights OH ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 5/18/2025 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.
4. Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-94167-1

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client	CivicPlus
By:	By:
____________________	Amy Vikander
Printed Name:	Printed Name:
____________________	Amy Vikander
Title:	Title:
____________________	Senior Vice President of Customer Success
Date:	Date:
____________________	3/10/2025

Organization Legal Name:

____

Billing Contact:

____

Title:

____

Billing Phone Number:

____

Billing Email:

____

Billing Address:

____

____

Mailing Address: (If different from above)

____

____

PO Number: (Info needed on Invoice (PO or Job#) if required)

____

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 4-14-2025
Effective Date: 4-14-2025

ORDINANCE NO.: 33-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH PENN CARE INC. FOR THE PURCHASE OF TWO NEW AMBULANCES, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") would like to purchase two (2) new ambulances to replace older ambulances in need of replacement; and

WHEREAS, the Fire Chief has identified one Demers MXP-170 ambulance and one Braun Chief XL Type 1 ambulance available for purchase through Penn Care Inc., an EMS equipment distributor; 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 Penn Care, Inc. to purchase said vehicles upon equivalent terms, conditions, and specifications through State of Ohio Contract #STS009362, at a total cost of $591,861.00.

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

SECTION 1. The Mayor or his designee is hereby authorized and directed to enter into an agreement with Penn Care Inc. for the purchase of two new ambulances, at a total amount not to exceed $600,000.00 (quotation 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 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: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

EMERGENCY VEHICLE PURCHASE AGREEMENT
Effective Date: April 1, 2025

Purchaser:
Garfield Heights Fire Dept.
5155 Turney Rd.
Garfield Heights, OH 44125

Seller:
Penn Care, Inc.
1317 North Road
Niles, OH 44446

2. PURPOSE AND SCOPE

The Purchaser agrees to buy, and the Seller agrees to sell the following emergency vehicle(s) under the terms and conditions set forth herein:

- **Quantity:** 1
- **Vehicle Model:** Demers MXP-170
- **Chassis Model:** Ford F-450 Gas 4X4

- **Quantity:** 1
- **Vehicle Model:** Braun Chief XL Type 1
- **Chassis Model:** Ford F-550 Gas 4X4

The specifications, technical drawings, graphic designs, and any other required documents are incorporated by reference and form part of this Agreement. Any changes, additions, or deletions to the specifications must be agreed to in writing by both parties and may result in delays or additional charges.

2. PRICING:

One (1) **Braun Chief XL** on a **Ford F-550 GAS 4x4** chassis. Per the attached Proposal:

Base Price	$328,854.00
Power Load transfer from previous unit on site by Penn Care	Included
2-Year Preventive Maintenance Plan through Penn Care	Included
Multi-Unit Discount	($7,500.00)
Final purchase price	$ 321,354.00

One (1) **Demers MXP-170** on a **Ford F-450 GAS 4x4** chassis. Per the attached Proposal:

Base Price..	$278,007.00
Power Load transfer from previous unit on site by Penn Care............	Included
3-Year Preventive Maintenance Plan through Penn Care..................	Included
Multi-Unit Discount..	($7,500.00)
Final purchase price..	$ 270,507.00

TOTAL DUE: **$591,861.00**

Note: All pricing and incentives related to the chassis are preliminary estimates and are subject to confirmation upon arrival at the manufacturing facility.

***Pricing is in accordance with Ohio State Purchasing contract # STS009362**

3. DELIVERY TERMS

The delivery timelines provided by Penn Care, Inc. are estimates only and are not guaranteed. Current Lead times are Delivery schedules may be affected by:

- Changes requested by the Purchaser
- Delays from the chassis Original Equipment Manufacturer (OEM)
- Unforeseeable events under the "Force Majeure" clause

4. TRADE-IN TERMS

If the Purchaser opts to trade in a used vehicle as part of the consideration:

- The trade-in vehicle will be appraised at the time of the order.
- Penn Care, Inc. reserves the right to reappraise the trade-in at delivery if there is:
  - A decrease in value beyond normal wear and tear
  - A change in mechanical performance
  - Removal of equipment without prior written agreement
  - Misrepresentation of the vehicle's condition or equipment

5. WARRANTIES

Penn Care, Inc. provides no additional warranties beyond those stated herein. All warranties are issued directly by the chassis manufacturer, ambulance builder, and component suppliers. Penn Care, Inc. assumes no liability for these warranties. Used vehicles are sold "as-is," without any warranties, express or implied.

6. PAYMENT TERMS

1. **Invoicing:**
   - Penn Care, Inc. will issue an invoice 30 days before the expected delivery date.

2. **Payment:**
    - Payment is due upon acceptance and/or delivery of the vehicle(s) unless otherwise agreed in writing.
3. **Taxes:**
    - Sales and Use Taxes (federal, state, or local) are not included in the stated purchase price unless explicitly mentioned. The Purchaser shall assume responsibility for any applicable taxes.
4. **Payment Methods:**
    - All payments shall be made in U.S. dollars via certified check or wire transfer. Credit card payments are not accepted without prior written authorization and may incur additional fees.
5. **Interest:**
    - Interest will accrue at the rate of prime + 2% starting 16 days after delivery if payment has not been made in full.
6. **Title Transfer:**
    - Title and Manufacturer's Statement of Origin (MSO) will be released to the Purchaser only upon full payment, including any accrued interest and additional costs.

7. SECURITY INTEREST

The Purchaser grants Penn Care, Inc. a security interest in the purchased vehicle(s) as collateral for the purchase price. This security interest extends to all components, modifications, and proceeds, including insurance payouts. This constitutes a **Purchase Money Security Interest** under the Ohio Uniform Commercial Code.

8. ORDER CANCELLATION

1. Penn Care, Inc. may cancel the order at its sole discretion without liability.
2. Once engineering begins, the Purchaser shall be liable for the full purchase price.
3. If the Purchaser cancels the order, it reserves the right to recover lost profits and other damages resulting from the cancellation.

9. FORCE MAJEURE

Penn Care, Inc. shall not be held liable for delays or non-performance resulting from events beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., fire, flood, earthquake)
- Government actions or regulations
- War, terrorism, or civil unrest
- Labor strikes or disruptions in supply chains
- Epidemics, pandemics, or national emergencies

10. DEFAULT AND REMEDIES

1. **Default:**
   - The Purchaser shall be considered in default if:
     - The Purchaser fails to fulfill any obligations outlined in this Agreement.
     - Penn Care, Inc. reasonably believes the Purchaser is unable or unwilling to meet its obligations.
2. **Remedies:**
   - In the event of default, Penn Care, Inc. may:
     - Demand immediate payment of the outstanding balance.
     - Repossess the vehicle(s) through legal means or self-help, provided no unlawful entry occurs.
     - Sell the repossessed vehicle(s) and apply the proceeds toward outstanding obligations.
     - Pursue legal action for any remaining balance or damages.
3. **Attorney's Fees:**
   - The Purchaser shall be responsible for all reasonable costs associated with enforcing this Agreement, including attorney's fees, court costs, and repossession expenses.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the **State of Ohio**, without regard to its conflict of law principles.

12. INSPECTION AND ACCEPTANCE

1. The Purchaser shall inspect the vehicle(s) within 10 days of being notified of completion.
2. If the Purchaser fails to conduct an inspection within the specified timeframe, the vehicle(s) will be deemed accepted, and payment will become due.
3. Any issues discovered after the 10-day window will be handled as warranty claims, and such claims shall not delay payment.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or warranties, whether oral or written. Amendments must be made in writing and signed by both parties.

Purchaser:

Signature: ______________________

Name/Title: ______________________

Date: ______________________

Vote Outcome:	Passed
Yes: 7	No: 0
Adopted Date:	4-14-2025
Effective Date:	4-14-2025

ORDINANCE NO.: 34-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH COMMUNITY CONSULTING SERVICES LLC TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES TO THE CITY OF GARFIELD HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") currently contracts OHM Advisors to provide Economic Development/Planning services to the City for a term ending in 2026; and

WHEREAS, OHM Advisors is reorganizing its Economic Development/Planning department, which will affect the services and representatives currently available to the City; and

WHEREAS, to maintain services, the City wishes to restructure its contract with OHM and enter into an agreement with Community Consulting Services, LLC to provide economic development services to the City for a term commencing on April 1, 2025, and terminating on December 31, 2026; and

WHEREAS, the annual cost of the agreement with Community Consulting Services will come at no additional cost to the city and be paid in full with the City's ARPA funds.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into an agreement with Community Consulting Services, LLC to provide Economic Development/Planning services to the City of Garfield Heights for 2025 and 2026 as delineated in Exhibit A attached hereto and made a part hereof as if fully rewritten herein.

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 immediate preservation and protection of the public peace, health, safety, and general welfare of the inhabitants of the City of Garfield Heights and shall take effect and be in full force immediately upon its adoption by this Council and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4-14-2025

APPROVED: Matth A BL
MAYOR

ATTEST: Lottie Overly
Clerk of Council

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-14-2025

CLERK OF COUNCIL

Exhibit A

Community Consulting Services, LLC

3207 Stonyridge Drive Sandusky, Ohio 44870

March 31, 2025

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

Re: Economic Development Services Proposal

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

Identification

The parties of the Agreement shall be referred to within this document as follows:

- "Municipality" shall refer to the City of Garfield Heights, Cuyahoga County, Ohio
- "Consultant", shall refer to Community Consulting Services, LLC

Scope of Services

Consultant is pleased to enter into a contract to assist the City of Garfield Heights with Economic Development (ED) Services. The purpose of the economic development consultation service is to identify the community's economic potential to attract and retain high quality businesses and development in the City. This service is intended to serve in helping guide policymakers, community's stakeholders, local businesses, and future investors. It will outline actionable goals and tactics that help to strengthen the economic vitality of Garfield Hts. By doing this, the strategy will help to align projects, programs, and policies to ensure the City's economic priorities are being addressed, and that these actions will not take place in a piecemeal fashion. This will help ensure the City's resources are used efficiently to plan for new growth and that future plans for development are targeted to areas in the community with the greatest economic potential.

Project Area

The project study area is the city limits of Garfield Heights with a focus on commercial corridors throughout the City.

Assumptions

The following assumptions have been made in preparing the approach. These assumptions not only shape the approach, but also the timeline and proposed cost.

1. The Consulting Team will be led by John D. Lippus (Economic Development Specialist).
2. Consultant anticipates working closely with city staff and leadership, as well as community stakeholders to complete the scope of work.

Task #1 Standard Economic Development Services:

- The following services are included in the fee shown:
  - Help identify and create new economic development projects to further the community's missionand to provide new opportunities for its citizens.
  - Coordinate with staff and help prepare effective strategies to develop local economy in coordination with key stakeholders and provide consultation on economic development issues.
  - Help identify and utilize creative funding opportunities in the private and public sectors to advance business and community projects. (upon request for City leadership establish relationship with municipal finance consulting firm)
  - Help staff to develop/maintain programs related to residential and commercial vacantproperties.
  - Assist city administration, and public officials to promote economic development activities.
  - Assist with ED webpage redevelopment and maintaining updates.
  - Attend city council and planning commission meetings (as needed)
  - Respond to Economic Development RFQ's and RFP's – assist in the preparation of formal community presentations.

Compensation

The proposed scope of work based on 40 hours a week as outlined on a monthly and annual basis. The fee proposal above shall be completed on a fixed fee basis.

Task	Description	2025 (April – Dec.)	2026	2027
Task #1	**Standard Economic Development Services**	*$ 6584/month* *$79,000/year*	*$ 6,775/month* *$81,300/year*	*TBD*

Contract Term

Contract Term shall commence on April 1, 2025, and terminate on December 31, 2026.

Termination Clause

Either party may terminate this Agreement for convenience with 90 days written notice to the other party. In such cases, the Municipality agrees to pay the Consultant for services rendered up to the termination date.

Terms and Conditions

This Agreement constitutes the entire understanding between the Municipality and the Consultant regarding the subject matter hereof and supersedes all prior discussions, understandings, and agreements, whether oral or written.

Authorization

Community Consulting Services, LLC

4/1/25

John D. Lippus Date
President

City of Garfield Heights, Ohio

Name Date

Name Date

Vote Outcome:	Passed
Yes: 7	No: 0
Adopted Date:	4-14-2025
Effective Date:	4-14-2025

ORDINANCE NO.: 35-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE

CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON, COUNCILWOMAN STACEY COLLIER

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RENEW AN AGREEMENT WITH COURT COMMUNITY SERVICE, AND DECLARING AN EMERGENCY

WHEREAS, Court Community Service provides supervised community service work crews to complete cleanup and landscaping projects throughout various cities; and

WHEREAS, the City of Garfield Heights ("City") would like to renew the agreement entered into last year with Court Community Service; and

WHEREAS, currently, the City's agreement with Court Community Service is set to expire; this renewal will add one (1) additional year to the agreement; and

WHEREAS, there will be no increase in cost for the year 2025.

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 (attached hereto as Exhibit A and incorporated as if fully written within) on behalf of the City of Garfield Heights with Court Community Service for a period of twelve months at a cost not to exceed $79,160.00 to be invoiced and paid on a monthly basis.

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

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 of City Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 4-14-2025

Exhibit A

Court Community Service
Garfield Heights Work Crew Program 2025

This contract, made and executed in duplicate, by and between the Court Community Service ("CCS"), of 820 West Superior Ave., Suite 310 Cleveland, Ohio 44113 and the City of Garfield Heights ("CITY"), of 5407 Turney Rd., Garfield Heights, Ohio 44125, witnesseth:

Project Description:

CCS will provide CITY with a supervised community service work crew to implement cleanup and landscaping projects on public properties. The work crew may also perform property cleanups as ordered to by the Garfield Heights Municipal Court. In addition, the crew may also be assigned to perform snow shoveling on public properties.

Services Provided by CCS:

CCS will provide a Work Crew Supervisor and a crew of a minimum of three (3) community service workers four (4) days per week excluding holidays. The project will provide CITY with a minimum of one hundred and ninety-two (192) days of service per year. CCS will provide transportation, tools, supplies, and equipment required for litter collection and basic landscaping projects. CCS will also provide personal safety equipment, insurance, and related administrative services.

CITY will provide CCS with secured parking for an equipment trailer and disposal services (dumpsters) for trash and debris collected. CITY will be responsible for the disposal of all trash and debris.

Option to Include Additional Work Days

When supervisors and crews are available, CCS will offer to CITY the opportunity to have court community service workers complete additional work days, bringing the weekly total up to five (5) days. In the event CITY accepts on a given day, CCS will provide the same service to CITY on said days, and CITY will pay the same daily rate as a regular day.

Project Cost:

The cost of the project, without additional work days, for a period of twelve (12) months is \$62,520.00. CITY shall pay CCS in twelve (12) monthly payments of \$5,210.00. CCS shall submit a monthly invoice including a detailed report indicating the work performed during the month (listed by date of service) and summary statistics.

In the event CCS provides court community service workers on additional days, CCS will denote such days on the monthly invoice. CITY shall pay \$320.00 for each additional day worked by CCS.

Coordination with CITY:

CITY will provide the CCS Work Crew Supervisor with the locations and types of work to be performed at each location. CCS will contact the designated CITY liaison with any concerns or questions. A daily report will be provided to CITY outlining the work performed.

Effective Date:

The terms of this contract will go into effect immediately upon the conclusion of the original contract so as to ensure that there is no gap in service or payment.

______________________________ ______________

Amy Flowers, Executive Director of Court Community Service Date

______________________________ ______________

Matthew A. Burke, Mayor of the City of Garfield Heights Date

Vote Outcome: Passed
Yes: 5 No: 2
Adopted Date: 4-14-2025
Effective Date: 5-14-2025

RESOLUTION NO.: 17-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

A RESOLUTION PROVIDING FOR ONLY ONE COUNCIL MEETING TO BE HELD ON THE SECOND MONDAY DURING THE MONTHS OF MAY, JUNE, JULY, AND AUGUST, 2025

WHEREAS, according to Section 10 of the Charter of the City of Garfield Heights, Council shall hold at least two (2) regular meetings in each calendar month, except when adjourned during summer recess; and

WHEREAS, this Council desires to establish a schedule for meetings during the 2025 summer recess.

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

SECTION 1. In accordance with Section 10 of the Charter of the City of Garfield Heights, Ohio, Council will hold only one (1) meeting during the months of May, June, July, and August, 2025, said meetings to be held on the second Monday of each month.

SECTION 2. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 4-14-2025

APPROVED: Matth A B.L
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Arer Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 5-14-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 4-14-2025
Effective Date: 5-14-2025

RESOLUTION NO.: 18-2025

SPONSORED BY: COUNCILWOMAN DR. TENISHA MACK
CO-SPONSORED BY: ALL OF COUNCIL, MAYOR MATTHEW A. BURKE

A RESOLUTION RECOGNIZING APRIL AS AUTISM AWARENESS MONTH IN THE CITY OF GARFIELD HEIGHTS

WHEREAS, Autism Spectrum Disorder (ASD) is a complex developmental condition that typically appears during early childhood and can impact an individual's social skills, communication, relationships, and self-regulation; and

WHEREAS, according to the Centers for Disease Control and Prevention, approximately 1 in 36 children in the United States is diagnosed with autism, highlighting the growing need for increased understanding, support, and resources; and

WHEREAS, individuals with autism are valuable members of our community, each with unique strengths and talents that contribute to the richness and diversity of our society; and

WHEREAS, awareness and education are essential to promote acceptance and inclusion, reduce stigma, and ensure that individuals with autism and their families have access to the support they need to thrive; and

WHEREAS, as a mother who has raised a child on the autism spectrum, I have witnessed both the challenges and the extraordinary gifts that accompany this journey. My personal experience has fueled my unwavering commitment to advocacy, awareness, and equity for all individuals with autism; and

WHEREAS, the month of April is recognized nationally and globally as Autism Awareness Month, and April 2nd is observed as World Autism Awareness Day, a day dedicated to increasing understanding and acceptance of people with autism and promoting worldwide support.

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

SECTION 1. Garfield Heights City Council and the Mayor hereby officially recognize the month of April as Autism Awareness Month in the City of Garfield Heights.

SECTION 2. The Clerk of Council be and is hereby authorized and directed to transmit a copy of this Resolution to the local news media.

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

PASSED: 4-14-2025

APPROVED: Matthew A. Burke
MAYOR

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 5-4-2025