



City of Parma Heights

Council Meeting

6281 Pearl Road

Monday, April 27, 2026

7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: APRIL 13, 2026 – CITY COUNCIL

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: RECREATION COMMISSION UPDATE – COUNCILWOMAN PALMISANO

PUBLIC SESSION

MISCELLANEOUS BUSINESS:

ADJOURN TO EXECUTIVE SESSION TO DISCUSS PENDING OR IMMINENT COURT ACTION

LEGISLATION:

Third Reading

1) RESOLUTION NO. 2026 – 26

A RESOLUTION OF THE CITY OF PARMA HEIGHTS, OHIO SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

Second Reading

2) ORDINANCE NO. 2026 - 32

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, LLC FOR PERSONAL SERVICES NEEDED FOR THE IMPLEMENTATION OF THE OHIO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM FOR EMERGENCY MEDICAL SERVICES, AND AUTHORIZING THE EXPENDITURE OF FUNDS

First Reading

3) ORDINANCE NO. 2026 - 33

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PARMA, CUYAHOGA COMMUNITY COLLEGE – WESTERN CAMPUS (TRI-C WESTERN CAMPUS), BIKE CLEVELAND, AND BIKE PARMA TO ESTABLISH A SHARED FRAMEWORK FOR THE COLLABORATION AMONG THE PARTIES TO PLAN, IMPLEMENT, AND SUPPORT THE “CREEK TO CREEK” NEIGHBORHOOD GREENWAY THROUGH PARMA AND PARMA HEIGHTS, AND DECLARING AN EMERGENCY

4) RESOLUTION NO. 2026 - 34

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE REMNANT DEFENDANTS’ SETTLEMENT AGREEMENT (RDSA) SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE RDSA SETTLEMENT, AND DECLARING AN EMERGENCY

5) RESOLUTION NO. 2026 – 35

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE CUYAHOGA COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CUYAHOGA COUNTY SPECIAL CDBG MUNICIPAL GRANT, AND DECLARING AN EMERGENCY

6) RESOLUTION NO. 2026 – 36

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT A MEMBER COMMUNITY

INFRASTRUCTURE GRANT PROGRAM (MCIP) APPLICATION WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR THE BLOSSOM & SUTHERLAND SEWER IMPROVEMENTS PHASE 2 PROJECT, AND DECLARING AN EMERGENCY

- 7) **RESOLUTION NO. 2026 - 37**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AMENDMENT TO THE IWORQ SERVICE AGREEMENT WITH IWORQ SYSTEMS, INC. FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES, AUTHORIZING THE EXPENDITURE OF FUNDS, AND DECLARING AN EMERGENCY
- 8) **ORDINANCE NO. 2026- 38**
AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$750,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF ACQUIRING EQUIPMENT FOR THE CITY, INCLUDING POLICE RADIO, SERVERS AND VEHICLE LIFTS; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.
- 9) **ORDINANCE NO. 2026- 39**
AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$450,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF IMPROVING THE PARKING LOTS IN THE CITY, INCLUDING THE PARKING LOTS AT GREENBRIER COMMONS PARK AND THE CITY'S SERVICE GARAGE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.
- 10) **ORDINANCE NO. 2026- 40**
AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$685,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY THE COSTS OF IMPROVING PARKS WITHIN THE CITY, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.
- 11) **ORDINANCE NO. 2026 – 41**
AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$4,575,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO PAY COSTS OF (I) IMPROVING KINGSDALE BOULEVARD, NORTH CHURCH STREET AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, (II) REPLACING OR IMPROVING THE ROOF OF THE SERVICE DEPARTMENT AND OTHER PUBLIC BUILDINGS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, (III) ACQUIRING EQUIPMENT FOR THE FIRE DEPARTMENT, INCLUDING A LADDER TRUCK WITH RELATED EQUIPMENT AND RADIOS, (IV) IMPROVING BERKSHIRE ROAD, COLEBROOK DRIVE, DELLROSE DRIVE, ELSETTA AVENUE, GLENDORA LANE, MALLO PLACE, ROXBURY ROAD, SHERBORN ROAD, STONEHAM ROAD, WESTBOROUGH ROAD, LOTUSDALE DRIVE AND WICKFIELD DRIVE AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND (V) ACQUIRING VEHICLES FOR THE PUBLIC WORKS DEPARTMENT; AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY
- 12) **ORDINANCE NO. 2026-42**
AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$715,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF IMPROVING MANDALAY DRIVE AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.

ADJOURNMENT

RESOLUTION NO. 2026 - 26

A RESOLUTION OF THE CITY OF PARMA HEIGHTS, OHIO SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and Ohio’s integral role in that event and the role of its people on the nation’s past, present, and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signatures and officially recognized programs, projects, and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of the AMERICA250-OH Resolution, we hope to educate, preserve, innovate, and celebrate.

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

Section 1: That the Administration and Council hereby endorse AMERICA250-OH and their mission to educate, preserve, innovate, and celebrate EVERY Ohioan in EVERY county.

Section 2: The Clerk of Council is directed to send a copy of this Resolution to the Municipal Legislative Delegation and AMERICA250-OH Commission.

Section 3: This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: That this Resolution shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

ORDINANCE NO. 2026 - 32

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH PUBLIC CONSULTING GROUP, LLC FOR PERSONAL SERVICES NEEDED FOR THE IMPLEMENTATION OF THE OHIO AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM FOR EMERGENCY MEDICAL SERVICES, AND AUTHORIZING THE EXPENDITURE OF FUNDS

WHEREAS, the City of Parma Heights, through the Parma Heights Fire Department, provides Emergency Medical Services (EMS) to persons in emergency situations throughout the City of Parma Heights; and

WHEREAS, many of the persons receiving emergency medical services are Medicaid recipients; and

WHEREAS, Medicaid reimbursement rates for ambulance services have not kept pace with the actual cost of providing those services, placing immense financial pressure on departments across the state; and

WHEREAS, the Ohio Department of Medicaid (ODM) has introduced a solution – the Ohio Ambulance Supplemental Payment Program (ASPP) – designed to bridge the funding gap and help EMS providers remain financially viable; and

WHEREAS, this program will allow public ambulance providers to receive supplemental Medicaid payments that account for some of the difference between what it costs to provide transport services and what Medicaid currently reimburses;

WHEREAS, Public Consulting Group (PCG) has extensive experience in the design and implementation of Medicaid supplemental payment programs covering every aspect of the ASPP process, from initial program development and cost analysis to ongoing administrative support and compliance management; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and Public Consulting Group, LLC, in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

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

Section 1: The Administration is hereby authorized and directed to enter into, on behalf of the City, an Agreement with Public Consulting Group, LLC for personal services needed for the implementation, administrative support, and compliance management of the Ohio Ambulance Supplemental Payment Program for Emergency Medical Services (EMS), in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, and to expend funds

for personal services in satisfaction of the agreement.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between the Parma Heights Fire Department (“CLIENT”) and Public Consulting Group LLC (“PCG”) as March 27th, 2026 (“Effective Date”).

WHEREAS, The Centers for Medicare & Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through three (3) full Medicaid cost reporting periods, in addition to an initial or partial reporting period that will extend from the date the Ambulance Supplemental Payment Program (ASPP) is approved to the end of the first cost reporting period, with the option for CLIENT to extend the Agreement for an additional three (3) full Medicaid cost reporting periods, by indicating the exercise of such option in writing to PCG, unless this Agreement is terminated earlier pursuant to Section 4. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
- a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
- b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Attn: Legal

Public Consulting Group LLC
148 State Street, 10th FloorBoston, MA 02109
dhartnagel@pcgus.com**For CLIENT:**Matt Bernard
Fire Chief
Parma Heights Fire Department
6184 Pearl Road
Parma Heights, OH 44130
mbernard@parmaheights.us
440-885-1414

6. Relationship of the Parties

- a.** The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b.** PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c.** Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d.** PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

7. Record Maintenance. With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

8. Insurance. PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

9. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. Subcontracts. PCG may subcontract work under this Agreement to one or more of its affiliate companies.

- 11. Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the “Disclosing Party”) may convey to the other party (the “Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.
- a.** “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
 - b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
 - c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
 - d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

- e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
- f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
- g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
- h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.
- j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.
- k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- l.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- m.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- n.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.
- o.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying

the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.

- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

- 14. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- 15. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- 16. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.
- 17. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.
- 18. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- 19. Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Ohio, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of Ohio shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

- a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
- c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
- d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

PARMA HEIGHTS FIRE DEPARTMENT

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**ATTACHMENT A
CONTRACTED SERVICES**

Ambulance Supplemental Payment Program (ASPP) and Other Consulting Services

- A. CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- C. PCG shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- D. PCG will provide all documentation needed by the Ohio Department of Medicaid (ODM) to facilitate the establishment of the ASPP.
- E. PCG will support CLIENT and ODM to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- F. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to ODM within the time frame prescribed by ODM.
- G. PCG shall have knowledge of the applicable data and cost reporting principles specified in Ohio and federal statutes.
- H. PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- I. PCG will draft program plan and supplemental payment strategy to best align with the needs of CLIENT.
- J. PCG will work with CLIENT and other stakeholder providers to engage the State of Ohio.
- K. PCG will develop CMS Compliance Program Effectiveness (CPE) approval documents, including state plan amendment, cost reporting template, program manual, and public notice of intent.

- L. PCG will develop CMS Intergovernmental Transfer (IGT) program approval documents, including Preprint Form, program model, and payment process.
- M. PCG will facilitate ongoing discussions with the State of Ohio through program design, approval, and implementation process.
- N. PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- O. PCG will assist CLIENT in negotiations with MCOs through IGT agreement development
- P. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- Q. PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- R. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.
- S. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.
- T. If the completed cost report is rejected by ODM, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- U. PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- V. PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- W. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- X. PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

- Y. If, as a result of an audit by any governmental or regulatory agency, including but not limited to ODM, a refund is required by CLIENT, PCG agrees to pay no more than the portion of the compensation fee, as set forth in Attachment B, that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG 10% of the federal share portion of reimbursements received by CLIENT under the ASPP program (from both FFS and MCO settlements based on total settlement received per reporting period) for each cost report PCG submits on CLIENT's behalf per state fiscal year cost reporting cycle set forth in this Agreement.

ORDINANCE NO. 2026 - 33

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PARMA, CUYAHOGA COMMUNITY COLLEGE – WESTERN CAMPUS (TRI-C WESTERN CAMPUS), BIKE CLEVELAND, AND BIKE PARMA TO ESTABLISH A SHARED FRAMEWORK FOR THE COLLABORATION AMONG THE PARTIES TO PLAN, IMPLEMENT, AND SUPPORT THE “CREEK TO CREEK” NEIGHBORHOOD GREENWAY THROUGH PARMA AND PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma, the City of Parma Heights, Cuyahoga Community College – Western Campus (Tri-C Western Campus), Bike Cleveland, and Bike Parma (collectively, the “Parties”) desire to enter into a Memorandum of Understanding to establish a shared framework for collaboration among the Parties to plan, implement, and support the “Creek to Creek” Neighborhood Greenway through Parma and Parma Heights; and

WHEREAS, the “Creek to Creek” Neighborhood Greenway will be open to the public for the benefit of residents of participating municipalities.

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

Section 1: That this Administration is hereby authorized and directed to enter into a Memorandum of Understanding with the Parties for the collaboration among the Parties to plan, implement, and support the “Creek to Creek” Neighborhood Greenway through Parma and Parma Heights, in the form of Exhibit “A” attached hereto and incorporated herein as though fully rewritten.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to facilitate the actions described in Section 1.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4: This Ordinance is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary to expedite the project schedule and meet the terms of the proposed Memorandum of Understanding; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

Memorandum of Understanding (MOU)

"Creek to Creek" Neighborhood Greenway

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Parma**, the **City of Parma Heights**, **Cuyahoga Community College - Western Campus (Tri-C Western Campus)**, **Bike Cleveland**, and **Bike Parma** (collectively, the "Parties").

1. Purpose

The purpose of this MOU is to establish a shared framework for collaboration among the Parties to plan, implement, and support the "Creek to Creek" Neighborhood Greenway through Parma and Parma Heights.

A Neighborhood Greenway is a network of low-traffic, low-speed streets designed to prioritize walking, bicycling, and rolling, and to provide safe, comfortable, and connected routes between neighborhoods, parks, schools, campuses, and business districts. This MOU reflects a collective commitment to advancing active transportation, community connectivity, and public health through coordinated efforts.

2. Objectives

The Parties agree to work collaboratively to:

Support the establishment of a Neighborhood Greenway that promotes safe and accessible travel for people of all ages and abilities.

Encourage traffic calming, reduced cut-through motor vehicle traffic, and safe crossings at higher-volume streets.

Advance a long-term vision for a connected greenway network that aligns with local mobility, climate, health, and community goals.

These objectives express shared intent and do not create binding obligations.

3. Scope of Collaboration and Roles

The Parties acknowledge that successful implementation depends on coordinated but distinct roles within each organization's authority.

City of Parma

Coordinate planning and installation of signage and pavement markings within the City of Parma, subject to applicable approvals.

Collaborate with Cuyahoga County and the Ohio Department of Transportation (ODOT), as needed, to ensure compliance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and other applicable standards.

City of Parma Heights

Coordinate planning, approval, and installation of signage and pavement markings within the City of Parma Heights, subject to applicable regulations.

Collaborate with Cuyahoga County and the Ohio Department of Transportation (ODOT), as needed, to ensure compliance with the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and other applicable standards.

Tri-C Western Campus

Coordinate with the Cities regarding Greenway segments adjacent to or connecting with the Western Campus.

Support outreach and communication with campus stakeholders, as appropriate.

Bike Cleveland and Bike Parma

Provide technical guidance, best-practice recommendations, education, and community outreach support related to Neighborhood Greenways.

Assist with public engagement, stewardship, and awareness efforts, as capacity allows.

Nothing in this section alters or expands any Party's legal authority.

4. Signage and Markings

All signage and pavement markings implemented as part of the Neighborhood Greenway shall comply with applicable regulatory requirements, including those of ODOT, Cuyahoga County, and the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

The parties understand and agree any and all work, improvements, signage, lane usage, and pavement markings as may be proposed for changes within the public right-of-way are and will remain subject to approval by appropriate governing authorities, which may include State, County and/or Local permit procedures. Parma, Parma Heights, and Tri-C Western Campus encourage submission of improvement plans from Bike Cleveland and/or Bike Parma for engineering, building and service review and approval prior to implementation.

Non-regulatory guidance or best-practice recommendations from organizations such as Bike Cleveland may be used to inform design decisions where consistent with required standards. Signage may include wayfinding, Neighborhood Greenway branding, and directional information to community assets such as schools, parks, shopping areas, healthcare facilities, and campuses. Placement strategies should prioritize visibility, safety, and the use of existing infrastructure where feasible.

5. Community Engagement

The Parties commit to meaningful and ongoing community engagement throughout planning, implementation, and maintenance phases of the Neighborhood Greenway.

Consistent with the shared principle of working *with* the community, engagement strategies may include open houses, pop-up events, neighborhood tours, advisory input, volunteer activities, and feedback loops. Engagement efforts will prioritize equity, transparency, and trust-building.

6. Future Changes and Expansion

The Parties recognize that the Neighborhood Greenway is an evolving network that may change or expand over time in response to community needs, opportunities, and emerging best practices.

Future changes or additions will be guided by collaboration, community engagement, and mutual acknowledgment among the Parties. Such changes may be documented through written communication or an amended MOU, as appropriate.

7. Duration and Review

This MOU becomes effective upon execution by all Parties.

The Parties intend for this collaborative framework to support a long-term Neighborhood Greenway and agree to periodically review the MOU to ensure continued alignment with community needs and best practices. Any Party may withdraw from this MOU by providing written notice to the other Parties.

8. Costs, Maintenance, and Liability

This MOU does not obligate any Party to incur financial costs or commit resources beyond those voluntarily agreed upon by that Party. Each Party is responsible for its own costs and activities unless otherwise agreed in writing. Nothing in this MOU creates a partnership, joint venture, or agency relationship among the Parties, nor does it transfer maintenance responsibility or liability beyond existing legal obligations. Each Party will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this MOU. Neither Party will be considered an agent of the other nor assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation, not a party to this MOU.

9. Nature of Agreement

This MOU is non-binding and reflects the good-faith intentions of the Parties to collaborate toward the objectives described herein. It does not create enforceable legal rights or obligations.

10. Governing Law; Jurisdiction

The validity, interpretation, construction and performance of this MOU will be governed by the laws of the State of Ohio without regard to its conflicts of law principles. Each Party hereby irrevocably consents and submits to the personal jurisdiction of, and to the exclusive venue for any legal proceedings or actions arising out of this MOU in, the state and federal courts located in Cuyahoga County, Ohio. The Parties agree that this MOU is deemed to have been made in the State of Ohio.

Each Party waives a jury trial in any matter arising out of or relating to this MOU.

11. Waivers or Changes

The waiver by either Party of any provision of this MOU on any occasion and under any particular circumstances will not operate as a waiver of such provision on any other occasion or under any other circumstances. Amendments to this MOU may only be made by a written amendment, referring to the document to be changed and signed by both Parties.

12. Signatories

Name & Title	Signature	Date
Mayor of Parma		
Mayor of Parma Heights		
President of Tri-C Western Campus		
Authorized Representative - Bike Cleveland		
Authorized Representative - Bike Parma		

RESOLUTION NO. 2026 - 34

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO CONSENT TO THE MATERIAL TERMS OF THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT (RDSA) SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE ADMINISTRATION TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE RDSA SETTLEMENT, AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, including the City of Parma Heights, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance in connection with the opioid crisis; and

WHEREAS, by and through Resolution No. 2021-15, Council authorized the Administration to enter into a One Ohio Memorandum of Understanding (“MOU”) on behalf of the City for the purpose of collaboratively seeking resolution of the opioid litigation in the State of Ohio; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolutions under the MOU require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, in addition, a settlement is now being presented to the State of Ohio and Local Governments by Remnant Defendants’ Settlement Agreement (the “RDSA Settlement”), which include Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Morris and Dickson Co., L.L.C., Louisiana Wholesale Drug Company, Inc., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (and SuperValu), to resolve governmental entity claims in the State of Ohio using the structure of the aforementioned One Ohio MOU and consistent with the material terms of a RDSA Settlement Agreement; and

WHEREAS, this Council wishes to agree to the terms of the RDSA Settlement pertaining to Participating Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1: That this Council hereby consents to the material terms of the RDSA Settlement, which include Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Morris and Dickson Co., L.L.C., Louisiana Wholesale Drug Company, Inc., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (and SuperValu), pertaining to Participating Subdivisions on behalf of the City of Parma Heights, and pursuant to the terms of the One Ohio MOU.

Section 2: That this Council hereby authorizes the Administration to execute the RDSA Settlement *Subdivision Participation and Release Form* on behalf of the City of Parma Heights, which is attached hereto as “Council Exhibit A” and incorporated by reference, pursuant to the terms of the One Ohio MOU.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of said City and for the further reason it is necessary to consent to the City’s participation in the proposed RDSA Settlement, in order to protect the City’s interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

COUNCIL EXHIBIT A

EXHIBIT G

**Six (6) Remnant Defendants’
Combined Subdivision Participation and Release Form
 (“Combined Participation Form”)**

Governmental Entity: City of Parma Heights, Ohio	State: OH
Authorized Official: Mayor Marie Gallo	
Address 1: 6281 Pearl Road	
Address 2:	
City, State, Zip: Parma Heights, Ohio 44130	
Phone: (440) 884-9602	
Email: law@parmaheights.us	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 3, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating



Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.



A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NO. 2026 – 35

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT AN APPLICATION FOR THE CUYAHOGA COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CUYAHOGA COUNTY SPECIAL CDBG MUNICIPAL GRANT, AND DECLARING AN EMERGENCY

WHEREAS, the City has previously executed a cooperative agreement with Cuyahoga County, which agreement provided for participation by the City in the Cuyahoga County Special CDBG Municipal Grant; and

WHEREAS, the City has been advised by the Department of Housing and Community Development that it can participate in a competitive application process for the awarding of Cuyahoga County Special CDBG Municipal Grant Funds; and

WHEREAS, the City can submit one or more projects as part of its application, and is eligible to receive and apply for a maximum of \$200,000 of grant funds.

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

Section 1: The following project is designated as an approved project for use in the application to be submitted by the City of Parma Heights in response to the competitive application process undertaken by the Department of Housing and Community Development:

BEVERLY DRIVE STREET REHABILITATION AND RESURFACING PROJECT

This project shall be submitted to the Department of Housing and Community Development no later than May 5, 2026 at 4:00 p.m.

Section 2: That this Council hereby respectfully requests that the Department of Housing and Community Development give favorable consideration to the City of Parma Heights's Cuyahoga County Special CDBG Municipal Grant.

Section 3: That Council hereby authorizes any obligation of funds required to satisfactorily complete the proposed project under the terms and conditions of the Cuyahoga County Department of Housing and Community Development Cuyahoga County Special CDBG Municipal Grant, including any matching funds.

Section 4: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend grant awards.

Section 5: That Council hereby authorizes, in the event of a grant award, the Administration to receive and expend funds in furtherance of this project, in manners consistent with the Charter and Codified Ordinances of the City of Parma Heights, and as outlined in the Cuyahoga County

Department of Housing and Community Development Cuyahoga County Special CDBG Municipal Grant.

Section 6: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 7: This Council declares this resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to expedite the submission of this Cuyahoga County Special CDBG Municipal Grant application to meet the application deadline of May 5, 2026; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

RESOLUTION NO. 2026 – 36

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO SUBMIT A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM (MCIP) APPLICATION WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) FOR THE BLOSSOM & SUTHERLAND SEWER IMPROVEMENTS PHASE 2 PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the City has been advised by the Northeast Ohio Regional Sewer District (NEORS) that it can participate in a competitive application process for the Member Community Infrastructure Grant Program (MCIP).

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

Section 1. The following project is designated as an approved project for use in the application to be submitted by the City of Parma Heights in response to the competitive application process undertaken by the Member Community Infrastructure Grant Program:

BLOSSOM & SUTHERLAND SEWER IMPROVEMENTS PHASE 2 PROJECT

This project will be submitted to Northeast Ohio Regional Sewer District no later than May 15, 2026 at 4:30 p.m.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend grant awards.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Council declares this resolution to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality and for the further reason that it is necessary to expedite the submission of this grant application before the May 15, 2026 deadline; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

RESOLUTION 2026 - 37

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO EXECUTE AN AMENDMENT TO THE IWORQ SERVICE AGREEMENT WITH IWORQ SYSTEMS, INC. FOR COMMUNITY DEVELOPMENT AND PUBLIC WORKS SOFTWARE SERVICES, AUTHORIZING THE EXPENDITURE OF FUNDS, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance 2023-26, passed on May 8, 2023, authorized the Administration to enter into an agreement with iWorQ Systems, Inc. for community development and public works software services; and

WHEREAS, this Council recommends that the Administration sign an amendment to the agreement with iWorQ Systems, Inc., in the form attached hereto as "Exhibit A", to provide for necessary agreement modifications; and

WHEREAS, Council may authorize the personal services described in the agreement between the City of Parma Heights and iWorQ Systems, Inc., in the form identified in Exhibit "A", attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

NOW, THEREFORE, BE IT RESOLVED by the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1. The Administration is hereby authorized to execute an amendment to the contract with iWorQ Systems, Inc., in the form attached hereto as "Exhibit A" and made a part hereof by reference as if fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is necessary to execute said amendment to the current agreement prior to the expiration of services and to avoid a disruption in public service; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR MARIE GALLO

EXHIBIT A

FIRST AMENDMENT TO THE
IWORQ SERVICE AGREEMENT
FOR IWORQ APPLICATIONS AND SERVICES
BETWEEN
THE CITY OF PARMA HEIGHTS
AND
IWORQ SYSTEMS INC.

This First Amendment to the iWorQ Service Agreement, executed May 9, 2023, is entered into this ___ day of _____, 2026, by and between the City of Parma Heights, hereinafter referred to as the “City”, and iWorQ Systems Inc. for iWorQ applications and services.

Whereas, the Parties entered into an iWorQ Service Agreement, executed May 9, 2023, for a term of three years, attached hereto as Exhibit “A”.

Whereas, the Parties mutually agree to amend paragraph 7 of the iWorQ Service Agreement by extending the term of the agreement one year for a cumulative term of four years from the date of final execution of the contract. With the amendment to paragraph 7, the amended termination date of the iWorQ Service Agreement, executed May 9, 2023 and amended herein, shall be May 9, 2027.

Whereas, all other conditions and terms of the iWorQ Service Agreement, attached hereto as Exhibit “A”, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first written above.

(Signature Page to follow)

FOR THE CITY:

Mayor Marie Gallo

Date

FOR IWORQ SYSTEMS INC.:

Printed Name and Position

Date

ORDINANCE NO. 2026- 38

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$750,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF ACQUIRING EQUIPMENT FOR THE CITY, INCLUDING POLICE RADIO, SERVERS AND VEHICLE LIFTS; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the “Project”), which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 6 years and notes being 11 years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, OHIO, AT LEAST FIVE OF ITS MEMBERS CONCURRING, THAT:

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the principal sum of not to exceed \$750,000, for the purpose of paying the cost of the Project.

Section 2. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined herein below), shall bear interest at the maximum average annual interest rate presently estimated to be 6.50% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 6 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the “Combined Notes.” As used in this Ordinance, the term “Notes” shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated “City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance of the City (the “Director of Finance”).

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. Such anticipatory notes (the “Notes”) shall be in the amount of not to exceed \$750,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and

certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date and shall be numbered as determined by the Director of Finance. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer") setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to this Council after closing.

Section 6. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose. The Notes may be issued in one or more series.

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. Sale of the Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to Stifel, Nicolaus & Company, Incorporated, or such other purchaser or purchasers designated in the Certificate of Fiscal Officer (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer.

The Director of Finance is authorized to execute on behalf of the Council a note purchase agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which agreement or term sheet shall be in such form, not inconsistent with the terms of this Ordinance, as the Director of Finance shall determine. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price

and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, electronic or digital signature, shall be designated “City of Parma Heights, Ohio Equipment Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance, and shall be payable as to both principal and interest at the designated office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the designated office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Director of Finance is authorized and directed to execute on behalf of the City a note registrar agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the “Note Registrar”) for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer’s discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the designated office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the “Note Register”). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount

or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. Book-entry System. For purposes of this Ordinance, the following terms shall have the following meanings for the purposes of this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of notes and to effect transfers of notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may initially be issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests

shall be made only by the Depository and by book entry; and (v) 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. Note service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, any of the Mayor, Director of Finance, Clerk of Council and any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the paying agent for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The Director of Finance may determine to issue all or any series or portion of the Notes as obligations that the interest thereon is excluded from the noteholders' gross income for federal income tax purposes, and the following provisions of this Section shall apply to such Notes (or series or portions thereof):

The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property

financed with the proceeds of the Notes so that the Notes will not constitute “private activity bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the “Regulations”).

Each of the Director of Finance, and any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, 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 an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 14. Ohio Market Access Program. If determined necessary by the Director of Finance of the City, the City is hereby by authorized to participate in the Ohio Market Access Program (“OMAP”) with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase 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 a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), 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 ten-mill limitation imposed by law 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 Code to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such 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 such 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 15. Appointment of Bond Counsel. This Council approves the appointment of Bricker Graydon Wyatt LLP to serve as bond counsel for the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and may be paid upon closing of the financing from proceeds of the Notes.

Section 16. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as the Director of Finance in their discretion shall deem necessary or appropriate.

Section 17. Satisfaction of Conditions for Note Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 20. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Parma Heights, Ohio; and to provide for the usual daily operations of municipal departments, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes to enable the City to combine the Notes with other notes to be issued by the City into a consolidated note issue and obtain savings in the issuance of the Notes; wherefore this Ordinance shall take effect and be in force upon receiving the affirmative vote of five members of the City Council and signature of the Mayor, otherwise it shall take effect and be in force after the earliest period allowed.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the City of Parma
Heights, Ohio

The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

To pay costs of acquiring equipment for the City, including police radio, servers and vehicle lifts.

2. The maximum maturity of bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 6 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 11 years.

Dated: April 27, 2026



Director of Finance
City of Parma Heights, Ohio

ORDINANCE NO. 2026 - 39

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$450,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF IMPROVING THE PARKING LOTS IN THE CITY, INCLUDING THE PARKING LOTS AT GREENBRIER COMMONS PARK AND THE CITY'S SERVICE GARAGE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the "Project"), which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 15 years and notes being 20 years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, OHIO, AT LEAST FIVE OF ITS MEMBERS CONCURRING, THAT:

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$450,000, for the purpose of paying the cost of the Project.

Section 2. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined herein below), shall bear interest at the maximum average annual interest rate presently estimated to be 6.50% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 15 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the "Combined Notes." As used in this Ordinance, the term "Notes" shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated "City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026," or as otherwise determined by the Director of Finance of the City (the "Director of Finance").

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed \$450,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and

certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date and shall be numbered as determined by the Director of Finance. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the “Certificate of Fiscal Officer”) setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to this Council after closing.

Section 6. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose. The Notes may be issued in one or more series.

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the “Debt Service Levy”) for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. Sale of the Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to Stifel, Nicolaus & Company, Incorporated, or such other purchaser or purchasers designated in the Certificate of Fiscal Officer (the “Original Purchaser”), at the purchase price set forth in the Certificate of Fiscal Officer.

The Director of Finance is authorized to execute on behalf of the Council a note purchase agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which agreement or term sheet shall be in such form, not inconsistent with the terms of this Ordinance, as the Director of Finance shall determine. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price

and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, electronic or digital signature, shall be designated “City of Parma Heights, Ohio Parking Lots Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance, and shall be payable as to both principal and interest at the designated office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the designated office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Director of Finance is authorized and directed to execute on behalf of the City a note registrar agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the “Note Registrar”) for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer’s discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the designated office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the “Note Register”). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount

or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. Book-entry System. For purposes of this Ordinance, the following terms shall have the following meanings for the purposes of this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of notes and to effect transfers of notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may initially be issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests

shall be made only by the Depository and by book entry; and (v) 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. Note service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, any of the Mayor, Director of Finance, Clerk of Council and any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the paying agent for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The Director of Finance may determine to issue all or any series or portion of the Notes as obligations that the interest thereon is excluded from the noteholders' gross income for federal income tax purposes, and the following provisions of this Section shall apply to such Notes (or series or portions thereof):

The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within

the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the “Regulations”).

Each of the Director of Finance, and any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, 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 an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 14. Ohio Market Access Program. If determined necessary by the Director of Finance of the City, the City is hereby by authorized to participate in the Ohio Market Access Program (“OMAP”) with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase 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 a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), 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 ten-mill limitation imposed by law 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 Code to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such 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 such 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 15. Appointment of Bond Counsel. This Council approves the appointment of Bricker Graydon Wyatt LLP to serve as bond counsel for the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and may be paid upon closing of the financing from proceeds of the Notes.

Section 16. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as the Director of Finance in their discretion shall deem necessary or appropriate.

Section 17. Satisfaction of Conditions for Note Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified

copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 20. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Parma Heights, Ohio; and to provide for the usual daily operations of municipal departments, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes to enable the City to combine the Notes with other notes to be issued by the City into a consolidated note issue and obtain savings in the issuance of the Notes; wherefore this Ordinance shall take effect and be in force upon receiving the affirmative vote of five members of the City Council and signature of the Mayor, otherwise it shall take effect and be in force after the earliest period allowed.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the City of Parma
Heights, Ohio

The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

To pay costs of improving the parking lots in the City, including the parking lots at Greenbrier Commons Park and the City's Service Garage, together with all necessary appurtenances thereto.

2. The maximum maturity of bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 15 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 20 years.

Dated: April 27, 2026



Director of Finance
City of Parma Heights, Ohio

ORDINANCE NO. 2026- 40

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$685,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY THE COSTS OF IMPROVING PARKS WITHIN THE CITY, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the “Project”), which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 13 years and notes being 18 years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, OHIO, AT LEAST FIVE OF ITS MEMBERS CONCURRING, THAT:

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the principal sum of not to exceed \$685,000, for the purpose of paying the cost of the Project.

Section 2. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined herein below), shall bear interest at the maximum average annual interest rate presently estimated to be 6.50% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 13 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the “Combined Notes.” As used in this Ordinance, the term “Notes” shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated “City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance of the City (the “Director of Finance”).

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. Such anticipatory notes (the “Notes”) shall be in the amount of not to exceed \$685,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and

certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date and shall be numbered as determined by the Director of Finance. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the “Certificate of Fiscal Officer”) setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to this Council after closing.

Section 6. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose. The Notes may be issued in one or more series.

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the “Debt Service Levy”) for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payments of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. Sale of the Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to Stifel, Nicolaus & Company, Incorporated, or such other purchaser or purchasers designated in the Certificate of Fiscal Officer (the “Original Purchaser”), at the purchase price set forth in the Certificate of Fiscal Officer.

The Director of Finance is authorized to execute on behalf of the Council a note purchase agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which agreement or term sheet shall be in such form, not inconsistent with the terms of this Ordinance, as the Director of Finance shall determine. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price

and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, electronic or digital signature, shall be designated “City of Parma Heights, Ohio Recreation Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance, and shall be payable as to both principal and interest at the designated office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the designated office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Director of Finance is authorized and directed to execute on behalf of the City a note registrar agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the “Note Registrar”) for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer’s discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the designated office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the “Note Register”). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount

or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. Book-entry System. For purposes of this Ordinance, the following terms shall have the following meanings for the purposes of this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of notes and to effect transfers of notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may initially be issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests

shall be made only by the Depository and by book entry; and (v) 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. Note service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, any of the Mayor, Director of Finance, Clerk of Council and any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the paying agent for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The Director of Finance may determine to issue all or any series or portion of the Notes as obligations that the interest thereon is excluded from the noteholders' gross income for federal income tax purposes, and the following provisions of this Section shall apply to such Notes (or series or portions thereof):

The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within

the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the “Regulations”).

Each of the Director of Finance, and any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, 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 an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 14. Ohio Market Access Program. If determined necessary by the Director of Finance of the City, the City is hereby authorized to participate in the Ohio Market Access Program (“OMAP”) with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase 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 a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), 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 ten-mill limitation imposed by law 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 Code to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such 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 such 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 15. Appointment of Bond Counsel. This Council approves the appointment of Bricker Graydon Wyatt LLP to serve as bond counsel for the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and may be paid upon closing of the financing from proceeds of the Notes.

Section 16. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as the Director of Finance in their discretion shall deem necessary or appropriate.

Section 17. Satisfaction of Conditions for Note Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified

copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 20. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Parma Heights, Ohio; and to provide for the usual daily operations of municipal departments, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes to enable the City to combine the Notes with other notes to be issued by the City into a consolidated note issue and obtain savings in the issuance of the Notes; wherefore this Ordinance shall take effect and be in force upon receiving the affirmative vote of five members of the City Council and signature of the Mayor, otherwise it shall take effect and be in force after the earliest period allowed.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the City of Parma
Heights, Ohio

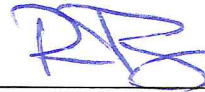
The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

To pay costs of improving parks within the City, together with all necessary appurtenances thereto.

2. The maximum maturity of bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 13 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 18 years.

Dated: April 27, 2026



Director of Finance
City of Parma Heights, Ohio

ORDINANCE NO. 2026 - 41

AUTHORIZING THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$4,575,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PROVIDE FUNDS TO PAY COSTS OF (I) IMPROVING KINGSDALE BOULEVARD, NORTH CHURCH STREET AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, (II) REPLACING OR IMPROVING THE ROOF OF THE SERVICE DEPARTMENT AND OTHER PUBLIC BUILDINGS, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, (III) ACQUIRING EQUIPMENT FOR THE FIRE DEPARTMENT, INCLUDING A LADDER TRUCK WITH RELATED EQUIPMENT AND RADIOS, (IV) IMPROVING BERKSHIRE ROAD, COLEBROOK DRIVE, DELLROSE DRIVE, ELSETTA AVENUE, GLENDORA LANE, MALLO PLACE, ROXBURY ROAD, SHERBORN ROAD, STONEHAM ROAD, WESTBOROUGH ROAD, LOTUSDALE DRIVE AND WICKFIELD DRIVE AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO, AND (V) ACQUIRING VEHICLES FOR THE PUBLIC WORKS DEPARTMENT; AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

- The maximum maturity of notes issued with respect to sections (i) and (ii) above is June 26, 2044;
- The maximum maturity of notes issued with respect to section (iii) above is June 26, 2039; and
- The maximum maturity of notes issued with respect to section (iv) above is June 25, 2045; and
- The maximum maturity of notes issued with respect to section (v) above is June 25, 2040.

WHEREAS, the City Council (the “Council”) of the City of Parma Heights, Ohio (the “City”) has issued notes dated June 25, 2025, in the aggregate principal amount of \$5,600,000, which will mature June 24, 2026 (the “Outstanding Notes”), in anticipation of the issuance of bonds described herein; and

WHEREAS, it appears advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of bonds, and to retire a portion of, the Outstanding Notes; and

WHEREAS, the Director of Finance of the City has certified to this Council that the estimated life of the improvements stated in the title of this Ordinance (the “Project”), which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 13 years and of notes is June 26, 2044 for improvements described in sections (i) and (ii) in the title above, June 26, 2039 for improvements described in section (iii) of the title above, June 25, 2045 for improvements described in section (iv) of the title above and June 25, 2040 for improvements described in section (v) of the title above.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, OHIO, AT LEAST FIVE OF ITS MEMBERS CONCURRING, that:

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the principal sum of not to exceed \$4,575,000, for the purpose of paying the cost of the Project.

Section 2. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be 6.50% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 13 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the “Combined Notes.” As used in this Ordinance, the term “Notes” shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated “City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance of the City (the “Director of Finance”).

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. Such anticipatory notes (the “Notes”) shall be in the amount of not to exceed \$4,575,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of Notes maturing on any one date and shall be numbered as determined by the Director of Finance. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the “Certificate of Fiscal Officer”) setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to this Council after closing.

Section 6. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose. The Notes may be issued in one or more series.

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the “Debt Service Levy”) for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. Sale of the Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to Stifel, Nicolaus & Company, Incorporated or such other purchaser or purchasers designated in the Certificate of Fiscal Officer (the “Original Purchaser”), at the purchase price set forth in the Certificate of Fiscal Officer.

The Director of Finance is authorized to execute on behalf of the Council a note purchase agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which agreement or term sheet shall be in such form, not inconsistent with the terms of this Ordinance, as the Director of Finance shall determine. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, electronic or digital signature shall be designated “City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance, and shall be payable as to both principal and interest at the designated office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the designated office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Director of Finance is authorized and directed to execute on behalf of the City a note registrar agreement with such bank or other appropriate financial institution

as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the "Note Registrar") for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the designated office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. Book-Entry System For the purposes of this Ordinance, the following terms shall have the following meanings for purposes of this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of notes and to effect transfers of notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may initially be issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) 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. Note service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, the Mayor, Director of Finance, Clerk of Council, or any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the paying agent for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive

Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and the Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The Director of Finance may determine to issue all or any series or portion of the Notes as obligations that the interest thereon is excluded from the noteholders' gross income for federal income tax purposes, and the following provisions of this Section shall apply to such Notes (or series or portions thereof):

The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

Each of the Director of Finance and any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, 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 an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 14. Ohio Market Access Program. If determined necessary by the Director of Finance of the City, the City is hereby by authorized to participate in the Ohio Market Access Program ("OMAP") with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the

officers of the City executing that Standby Note Purchase 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 a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for "AAA"-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), 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 ten-mill limitation imposed by law 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 Code to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such 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 such 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 15. Appointment of Bond Counsel. The Director of Finance, on behalf of this Council, is hereby authorized to appoint the law firm of Bricker Graydon Wyatt LLP to serve as bond counsel for the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and may be paid upon closing of the financing from proceeds of the Notes.

Section 16. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of this Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as the Director of Finance in their discretion shall deem necessary or appropriate.

Section 17. Satisfaction of Conditions for Note Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 20. Emergency Measure. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Parma Heights, Ohio; to provide for the usual daily operations of municipal department, and the further reason this Ordinance is required to be immediately effective in order to issue and sell the Notes for the reason that notes heretofore issued are about to mature and it is necessary to make immediate provision for their repayment in order to preserve the credit of the City; wherefore this Ordinance shall take effect and be in force upon receiving the affirmative vote five members of the City Council and signature of the Mayor, otherwise it shall take effect and be in force after the earliest period allowed.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALL

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the
City of Parma Heights,
Ohio

The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

To pay costs of (i) improving Kingsdale Boulevard, North Church Street and other streets in the City between certain termini by resurfacing and replacing concrete, together with all necessary appurtenances thereto, (ii) replacing or improving the roof of the service department and other public buildings, together with all necessary appurtenances thereto, (iii) acquiring equipment for the fire department, including a ladder truck with related equipment and radios, (iv) improving Berkshire Road, Colebrook Drive, Dellrose Drive, Elsetta Avenue, Glendora Lane, Lotusdale Drive, Mallo Place, Roxbury Road, Sherborn Road, Stoneham Road, Westborough Road, Wickfield Drive and other streets in the City between certain termini by resurfacing and replacing concrete, together with all necessary appurtenances thereto, and (v) acquiring vehicles for the Public Works Department.

2. The weighted average of said maturities is 13 years, therefore the maximum maturity of the bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 18 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is as follows:

- The maximum maturity of notes issued with respect to sections (i) and (ii) above is June 26, 2044;
- The maximum maturity of notes issued with respect to section (iii) above is June 26, 2039; and
- The maximum maturity of notes issued with respect to section (iv) above is June 25, 2045; and
- The maximum maturity of notes issued with respect to section (v) above is June 25, 2040.

Dated: April 27, 2026



Director of Finance
City of Parma Heights, Ohio

ORDINANCE NO. 2026-42

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF NOTES IN THE AMOUNT OF NOT TO EXCEED \$715,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY COSTS OF IMPROVING MANDALAY DRIVE AND OTHER STREETS IN THE CITY BETWEEN CERTAIN TERMINI BY RESURFACING AND REPLACING CONCRETE, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the “Project”), which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 15 years and notes being 20 years.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARMA HEIGHTS, OHIO, AT LEAST FIVE OF ITS MEMBERS CONCURRING, THAT:

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the “Bonds”) of the City in the principal sum of not to exceed \$715,000, for the purpose of paying the cost of the Project.

Section 2. Terms of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be 6.50% per annum, payable semiannually until the principal sum is paid, and shall mature in no more than 15 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it may be in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the “Combined Notes.” As used in this Ordinance, the term “Notes” shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated “City of Parma Heights, Ohio Various Purpose Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance of the City (the “Director of Finance”).

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. Such anticipatory notes (the “Notes”) shall be in the amount of not to exceed \$715,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Director of Finance and certified to this Council and shall mature on such date as shall be determined by the Director of Finance and

certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in book-entry form only, in such denominations as shall be determined by the Director of Finance, but not exceeding the principal amount of the Notes maturing on any one date and shall be numbered as determined by the Director of Finance. The Notes shall be issued as fully registered notes in book-entry form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Director of Finance is authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer") setting forth the final terms of the Notes, consistent with the requirements of this Ordinance, and to present the same to this Council after closing.

Section 6. General Obligation Pledge. The Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity and are hereby pledged for such purpose. The Notes may be issued in one or more series.

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

The Debt Service Levy shall be and is hereby 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 such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Notes and Bonds when and as the same falls due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8. Sale of the Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 6.50% per annum. The Notes shall be, and hereby are, awarded and sold to Stifel, Nicolaus & Company, Incorporated, or such other purchaser or purchasers designated in the Certificate of Fiscal Officer (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer.

The Director of Finance is authorized to execute on behalf of the Council a note purchase agreement or term sheet with the Original Purchaser, setting forth the conditions under which the Notes are to be sold and delivered, which agreement or term sheet shall be in such form, not inconsistent with the terms of this Ordinance, as the Director of Finance shall determine. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price

and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose.

Any accrued interest received from the sale of the Notes shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund in the manner provided by law.

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Director of Finance and the Mayor, provided that any and all of such signatures may be a facsimile, electronic or digital signature, shall be designated “City of Parma Heights, Ohio Roadway Improvement Notes, Series 2026,” or as otherwise determined by the Director of Finance, and shall be payable as to both principal and interest at the designated office of the Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this Ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the designated office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Director of Finance on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Director of Finance is authorized and directed to execute on behalf of the City a note registrar agreement with such bank or other appropriate financial institution as shall be acceptable to the Director of Finance and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as authenticating agent, note registrar, transfer agent, and paying agent (the “Note Registrar”) for the Notes. Interest shall be payable at maturity by check or draft mailed to the Registered Owner hereof, as shown on the registration books of the City maintained by the Note Registrar. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Director of Finance in such officer’s discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Director of Finance may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the designated office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the “Note Register”). Subject to the provisions of this Ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount

or amounts so paid.

Any Notes, upon presentation and surrender at the designated office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Notes of the same form and of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the designated office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered, and bearing interest at the same rate and maturing on the same date.

The City and the Note Registrar shall not be required to transfer or exchange (i) any Note during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of Notes, and ending at the close of business on the day of such mailing, or (ii) any Notes selected for redemption, in whole or in part, following the date of such mailing.

In all cases in which Notes are exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Notes in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Notes. All Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Notes surrendered upon that transfer or exchange.

Section 11. Book-entry System. For purposes of this Ordinance, the following terms shall have the following meanings for the purposes of this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Notes in fully registered form are issued only to a Depository or its nominee as registered owner, with the Notes “immobilized” to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Notes.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book-entry system to record beneficial ownership of notes and to effect transfers of notes, in book-entry form, and includes The Depository Trust Company (a limited purpose trust company), New York, New York.

The Notes may initially be issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity, (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests

shall be made only by the Depository and by book entry; and (v) 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. Note service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Notes as provided in this Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Ordinance, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Ordinance.

If requested, any of the Mayor, Director of Finance, Clerk of Council and any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, the letter agreement among the City, the paying agent for the Notes and The Depository Trust Company, as depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book-entry system.

The City may decide to discontinue use of the book-entry system through the Depository. In that event, Note certificates will be printed and delivered to the Depository.

If any Depository determines not to continue to act as a depository for the Notes for use in a book-entry system, the City and the Note Registrar may attempt to establish a securities depository/book-entry relationship with another qualified Depository under this Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing and delivering definitive Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The Director of Finance may determine to issue all or any series or portion of the Notes as obligations that the interest thereon is excluded from the noteholders' gross income for federal income tax purposes, and the following provisions of this Section shall apply to such Notes (or series or portions thereof):

The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within

the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the “Regulations”).

Each of the Director of Finance, and any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Director of Finance, which action shall be in writing and signed by the Director of Finance, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, 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 an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The Director of Finance shall keep and maintain adequate records pertaining to investment of all proceeds of the Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Notes which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The Director of Finance of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Notes requires any such reports or rebates.

Section 14. Ohio Market Access Program. If determined necessary by the Director of Finance of the City, the City is hereby authorized to participate in the Ohio Market Access Program (“OMAP”) with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase 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 a rate of the lower of the maximum interest rate provided by law or the 1-year MMD (Municipal Market Data) Index for “AAA”-rated obligations plus 400 basis points (or such other rate methodology in effect as part of the Program), 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 ten-mill limitation imposed by law 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 Code to the same extent that interest on the Notes is so excluded.

Such officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for such 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 such 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 15. Appointment of Bond Counsel. This Council approves the appointment of Bricker Graydon Wyatt LLP to serve as bond counsel for the Notes. The fees to be paid to such firm shall be subject to review and approval of the Director of Finance, shall not exceed the fees customarily charged for such services, and may be paid upon closing of the financing from proceeds of the Notes.

Section 16. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the Mayor and the Director of Finance, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein. Except for the procedure for authenticating the Notes set forth herein, documents (including this Ordinance) executed, scanned and transmitted electronically and electronic and digital signatures shall be deemed original signatures for said transcript of the Notes, for the purposes of this Ordinance, and for all matters related thereto, with any such scanned, electronic, and digital signatures having the same legal effect as original signatures.

The Director of Finance is hereby authorized and directed to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as the Director of Finance in their discretion shall deem necessary or appropriate.

Section 17. Satisfaction of Conditions for Note Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified

copy of this Ordinance to the County Fiscal Officer of Cuyahoga County, Ohio.

Section 20. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City of Parma Heights, Ohio; and to provide for the usual daily operations of municipal departments, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes to enable the City to combine the Notes with other notes to be issued by the City into a consolidated note issue and obtain savings in the issuance of the Notes; wherefore this Ordinance shall take effect and be in force upon receiving the affirmative vote of five members of the City Council and signature of the Mayor, otherwise it shall take effect and be in force after the earliest period allowed.

PASSED: _____
PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL APPROVED

FILED WITH
THE MAYOR: _____
MAYOR MARIE GALLO

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

To: The City Council of the City of Parma Heights, Ohio

The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

- 1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:

To pay costs of improving Mandalay Drive and other streets in the City between certain termini by resurfacing and replacing concrete, together with all necessary appurtenances thereto.

- 2. The maximum maturity of bonds proposed to be issued to pay the cost of the Improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 15 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 20 years.

Dated: April 27, 2026



Director of Finance
City of Parma Heights, Ohio