



City of Parma Heights

Council Meeting

6281 Pearl Road

Monday, May 11, 2026

7 :00 PM

ROLL CALL

PLEDGE OF ALLEGIANCE

ACTION ON MINUTES: **APRIL 27, 2026 – CITY COUNCIL**
 APRIL 27, 2026 – CITY COUNCIL WORK SESSION

REPORTS FROM MAYOR AND DIRECTORS

COMMUNICATIONS: PLANNING COMMISSION UPDATE – COUNCILWOMAN DESOUZA

PUBLIC SESSION

MISCELLANEOUS

ADJOURN TO EXECUTIVE SESSION TO CONSIDER THE APPOINTMENT, EMPLOYMENT, AND/OR COMPENSATION OF A PUBLIC EMPLOYEE AND TO PREPARE FOR, CONDUCT, AND/OR REVIEW NEGOTIATIONS AND/OR BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING THEIR COMPENSATION AND/OR OTHER TERMS AND CONDITIONS OF THEIR EMPLOYMENT

LEGISLATION:

Third Reading

1) 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

Second Reading

2) 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

3) 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 RADIOS, VEHICLES, SERVERS AND VEHICLE LIFTS; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY, AS AMENDED.

4) 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.

- 5) **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.
- 6) **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
- 7) **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.

First Reading

- 8) **RESOLUTION NO. 2026 – 43**
A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET
- 9) **RESOLUTION NO. 2026 – 44**
A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF PARMA HEIGHTS FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WASTEWATER FACILITIES FOR THE BLOSSOM & SUTHERLAND SEWER IMPROVEMENT PROJECT – PHASE ONE; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY
- 10) **ORDINANCE NO. 2026 – 45**
AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH FABRIZI TRUCKING & PAVING CO., INC. FOR IMPROVEMENTS IN THE CITY OF PARMA HEIGHTS IN CONNECTION WITH THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) BLOSSOM AND SUTHERLAND SEWER IMPROVEMENT PROJECT – PHASE ONE, AND DECLARING AN EMERGENCY
- 11) **ORDINANCE NO. 2026 - 46**
AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO CO-LOCATE ON THE CITY'S COMMUNICATIONS TOWER AT NATHAN HALE PARK, AND DECLARING AN EMERGENCY

12) ORDINANCE NO. 2026 - 47

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

13) ORDINANCE NO. 2026 - 48

AN ORDINANCE AMENDING SECTION 666.18 ENTITLED "MOLESTING OR INSULTING PERSONS" OF THE PARMA HEIGHTS CODIFIED ORDINANCES

14) ORDINANCE NO. 2026 - 49

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1690, AND DECLARING AN EMERGENCY

ADJOURNMENT

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		

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 RADIOS, VEHICLES, SERVERS AND VEHICLE LIFTS; APPROVING RELATED MATTERS IN CONNECTION WITH ISSUANCE OF THE FINANCIAL INSTRUMENTS; AND DECLARING AN EMERGENCY, AS AMENDED.**

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 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~~

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

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

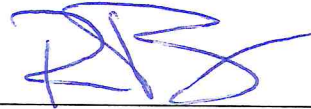
The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

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 radios, vehicles, 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: May 11, 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

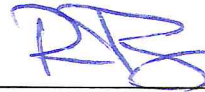
The undersigned Director of Finance of the City of Parma Heights, Ohio as the fiscal officer of said City, hereby certifies as follows:

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

RESOLUTION 2026 - 43

**A RESOLUTION AUTHORIZING THE ADMINISTRATION TO DISPOSE OF
OBSOLETE CITY VEHICLES AND EQUIPMENT AT A PUBLIC
SALE THROUGH GOVPLANET/IRONPLANET**

WHEREAS, the Council authorized membership in the National Joint Power Alliance [now known as Sourcewell], a purchasing cooperative in Ordinance No. 2017-3; and

WHEREAS, GovPlanet/IronPlanet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete city vehicles and equipment; and

WHEREAS, the Administration recommends that the vehicles and equipment listed on Exhibit "A" be removed from service as a result of their age and mechanical condition.

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

Section 1: The Administration is authorized and directed to dispose of obsolete city vehicles and equipment at a public sale through GovPlanet/IronPlanet, a list of which is described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: 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 3: 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

Exhibit A

1. 2004 Ford Super Duty Pickup Truck
2. 2004 Sterling Dump Truck

VIN NUMBER 1FTNF20L14ED46349

VIN NUMBER 2FZACHAK84AM77590

RESOLUTION NO. 2026 – 44

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT ON BEHALF OF THE CITY OF PARMA HEIGHTS FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF WASTEWATER FACILITIES FOR THE BLOSSOM & SUTHERLAND SEWER IMPROVEMENT PROJECT – PHASE ONE; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights seeks to upgrade its existing wastewater facilities; and

WHEREAS, the City of Parma Heights intends to apply for a Water Pollution Control Loan Fund (WPCLF) for the planning, design, and/or construction of the wastewater facilities for the Blossom & Sutherland Sewer Improvement Project – Phase One; and

WHEREAS, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement, as well as designating a dedicated repayment source.

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 Mayor and Director of Finance be and are hereby authorized to apply for a WPCLF loan, sign all documents for, and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design, and/or construction of wastewater facilities for the Blossom & Sutherland Sewer Improvement Project – Phase One on behalf of the City of Parma Heights, Ohio.

Section 2: That the dedicated source of repayment will be the county maintenance fee.

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 Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for the further reason that the City must seek funding and commence the Blossom & Sutherland Sewer Improvement Project – Phase One in a timely manner to satisfy WPCLF requirements; 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

ORDINANCE NO. 2026 – 45

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO A CONTRACT WITH FABRIZI TRUCKING & PAVING CO., INC. FOR IMPROVEMENTS IN THE CITY OF PARMA HEIGHTS IN CONNECTION WITH THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) BLOSSOM AND SUTHERLAND SEWER IMPROVEMENT PROJECT – PHASE ONE, AND DECLARING AN EMERGENCY

WHEREAS, by and through Ordinance No. 2026-24, the City advertised and received bids for necessary improvements, in connection with the Infrastructure Investment and Jobs Act (IIJA) Blossom and Sutherland Sewer Improvement Project – Phase One; and

WHEREAS, by and through Ordinance No. 2026-44, the City is applying for a loan from the Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority to finance the costs of this Project; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract with Fabrizi Trucking & Paving Co., Inc. for such services and equipment, contingent upon being approved for a loan from the Water Pollution Control Loan Fund.

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 Council hereby finds and determines, by motion and by this Ordinance, that the bid submitted by Fabrizi Trucking & Paving Co., Inc. for necessary improvements in the City of Parma Heights, in connection with the Infrastructure Investment and Jobs Act (IIJA) Blossom and Sutherland Sewer Improvement Project – Phase One, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are, therefore, hereby rejected.

Section 2: That the Administration be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the total amount of \$2,192,607.00, subject to any adjustments permitted in the contract, consistent with the Bidder's response for necessary improvements in connection with the Blossom & Sutherland Sewer Improvement Project – Phase One, contingent upon being approved for a loan from the Water Pollution Control Loan Fund.

Section 3: That Council hereby authorizes, contingent upon being approved for a loan from the Water Pollution Control Loan Fund, the Administration to 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 WPCLF Program.

Section 4: 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 meetings open to the public, in compliance with the law.

Section 5: This Ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for the further reason that it is immediately necessary to select a contractor contingent upon being approved for a loan from the WPCLF, in order to satisfy WPCLF requirements; wherefore, this Ordinance 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

ORDINANCE NO. 2026 - 46

AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A LEASE WITH CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS TO CO-LOCATE ON THE CITY'S COMMUNICATIONS TOWER AT NATHAN HALE PARK, AND DECLARING AN EMERGENCY

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

Section 1: The Administration is authorized and directed to enter into a Tower Lease Agreement with Cellco Partnership d/b/a Verizon Wireless at Nathan Hale Park, substantially in the form listed as "Exhibit 1", attached hereto and incorporated by reference.

Section 2: The Administration is authorized to make any further modifications to the exhibits of the agreement that are approved by the City Engineer.

Section 3: This Council finds and determines that all formal action 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 meetings open to the public, in compliance with the law.

Section 4: This Council declares the Ordinance 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 facilitate advancement of regulatory approval and to avoid a disruption in public service and cellular 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 1

SITE NAME: Parma Hts West Relo
MDG Location ID:: 5000981401

TOWER LEASE AGREEMENT

This Tower Lease Agreement (the "**Agreement**") is made by and between City of Parma Heights, an Ohio municipal corporation, with its principal offices located at 6281 Pearl Road, Parma Heights, Ohio 44130 ("**Lessor**") and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. LESSOR hereby leases to Lessee space in and/or upon that certain tower structure owned, leased or controlled by LESSOR ("**Tower**") together with a parcel of land sufficient for the installation of Lessee's equipment building (the "**Land Space**") to install, maintain, upgrade, replace and operate communications equipment ("**Use**") at the property located at 7075 Parma Park Blvd in the City of Parma Heights, County of Cuyahoga, State of Ohio (the "**Property**") which is more particularly described in Exhibit "A" attached hereto and incorporated hereby. The portions of the Tower occupied by Lessee is hereinafter referred to as the Tower Space, which shall consist of all of the area on the Tower between the top and bottom of the centerline of Lessee's equipment on the Tower. (For example, if Lessee's equipment occupies ten (10) feet space on the Tower, with an equipment centerline of forty (40) feet, Lessee would be entitled to occupy any space on the Tower between the elevations of thirty-five (35) and forty-five (45) feet above ground level.) The Tower Space and Land Space are collectively hereinafter referred to as the "Premises". The Premises are shown in detail on Exhibit "B" attached hereto and made a part hereof.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of the Agreement shall be for ten (10) years beginning on the first day of the month after Lessee begins installation of Lessee's communications equipment (the "**Commencement Date**"). The Commencement Date will be acknowledged by the Parties in writing, including electronic mail.

3. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five-year terms unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "**Term**".

4. RENTAL.

a. Rental payments shall begin on the Commencement Date and be due at a total annual rental of Thirty Thousand and 00/100 Dollars (\$30,000.00), to be paid on or before the fifth day of each yearly Commencement Date, to Lessor at 6281 Pearl Road, Parma Heights, Ohio 44130 or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. Lessor and Lessee acknowledge and agree that the initial rental payment shall not be delivered by Lessee until sixty (60) days after the Commencement Date. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and, in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. Each year during the Term, as of the anniversary of the

SITE NAME: Parma Hts West Relo
MDG Location ID:: 5000981401

Commencement Date, annual rent shall increase by one and one-half percent (1.5%) over the rent for the immediately preceding year.

b. Intentionally Deleted.

c. For any party to whom rental payments are to be made, Lessor or any successor in interest of Lessor hereby agrees to provide to Lessee (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; (iii) Lessee's payment direction form, and (iv) other documentation to verify Lessor's or such other party's right to receive rental payments as is reasonably requested by Lessee (collectively, the "**Rental Documents**"). Rental payments shall accrue in accordance with this Agreement, but Lessee shall have no obligation to deliver rental payments until thirty (30) days after the Rental Documents have been received by Lessee. Upon receipt of the Rental Documents, Lessee shall deliver the accrued rental payments as directed by Lessor.

d. Lessor must register in the Verizon Landlord Connect portal ("**VLC Portal**") at landlordconnect.verizon.com and shall utilize the VLC Portal to submit changes to Lessor's account information (e.g., notice address, ownership information, banking details, email address), provide Rental Documents, view rental payments, submit any invoice/bill (e.g., CAM, utilities) for payment, and access this Agreement or certificates of insurance.

5. ACCESS/UTILITIES. Lessee shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of Lessee's communications equipment. Notwithstanding anything to the contrary, the Premises shall also include such additional space necessary for the installation, operation and maintenance of wires, cables, fiber, conduits and pipes running between, through and among the various portions of the Premises and to all necessary electrical, telephone, fiber and other similar support services located within the Property or the nearest public right of way. In the event it is necessary, Lessor agrees to grant Lessee the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by Lessor.

6. CONDITION OF PROPERTY. Lessor shall deliver the Premises to Lessee in an As-Is condition and clean and free of debris. Lessor represents and warrants to Lessee that as of the Effective Date, the Tower and Land Space are (a) in an As-Is condition; (b) in compliance with all Laws; and (c) in compliance with all EH&S Laws (as defined in Paragraph 25).

7. ELECTRICAL.

a. Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee at the Premises and Lessee shall pay the utility company directly.

b. Lessee shall be permitted to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

8. IMPROVEMENTS. The communications equipment including, without limitation,

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antennas, conduits, screening and other improvements ("**Communications Facilities**") shall be at Lessee's expense and installation shall be at the discretion and option of Lessee. Lessee shall have the right to replace, repair, add to or otherwise modify its Communications Facilities or any portion thereof and the frequencies over which the Communications Facilities operate, at no additional cost to Lessee, whether or not any of the Communications Facilities are listed on any exhibit. Lessee shall only be required to obtain Lessor consent for modifications that increase the square footage of Lessee's Premises and/or the height of Lessee's antenna equipment on the Tower. Lessor shall respond in writing to any Lessee consent request within thirty (30) calendar days of receipt or Lessor's consent shall be deemed granted, provided, any increase to the Premises shall be memorialized by the Parties in writing. Lessor shall not charge Lessee any fees in relation to a request for Lessor consent, nor is Lessor entitled to a rent increase associated with any Lessee modification unless it is expanding the Premise and/or the height of Lessee's antenna equipment on the Tower, in which case any rent increase shall be proportionate to the additional square footage of space included in the revised Premises. Lessee agrees that it will not cause or permit any liens of whatsoever kind or nature to attach to the Premises or Property resulting from any work or act of Lessee. In the event that any construction, mechanics', materialmens' or other lien is filed against the Premises or against any portion of the Property as a result of any work or act of Lessee, then Lessee, at its sole cost and expense, shall discharge or bond off the same within thirty (30) days from the date of filing thereof. If Lessee fails to discharge said construction, mechanics', materialmens' or other lien, then Lessor may, at its option:

(i) bond or pay the same without inquiring into the validity or merits of such lien, and all sums so advanced shall be paid by Lessee on demand; and/or

(ii) pursue the default remedies that are available to them under this Agreement. The obligation of Lessee set forth herein to keep and maintain the Premises and Property free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee in connection with the Premises and Property shall be a continuing obligation of Lessee throughout the term of this Agreement.

9. GOVERNMENT APPROVALS. Lessee's Use is contingent upon Lessee obtaining all of the certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any Federal, State or Local authorities (collectively, the "**Government Entities**") as well as a satisfactory structural analysis of the Tower or other structure that will permit Lessee's Use. To the extent permitted by Law, Lessor shall cooperate with Lessee in its effort to obtain and maintain any Government Approvals. Notwithstanding anything contained herein to the contrary, Lessor hereby agrees to allow Lessee to install any RF frequency signage and/or barricades within or around the Premises as are necessary to ensure Lessee's compliance with Laws (as defined herein) ("**Site Mitigation**"). If Site Mitigation is required, Lessee shall prepare and provide Lessor with an RF Safety Plan, including a map identifying any locations where radio frequency exposure may exceed the general population maximum permissible exposure limit set by the FCC (each location an "**Accessible Area**") and the telephone number for the designated local Network Management Center ("**NMC**") contact for Lessor to call prior to entering any Accessible Area, so Lessee can turn off power to the antennas during any period when Lessor will enter an Accessible Area.

10. TERMINATION. The Parties agree that this lease shall be for a minimum term of ten (10) years without disruption or early termination. The Parties agree that Lessee shall not terminate this Agreement during the initial ten (10) year term of this Agreement under any circumstances. Only after the initial ten (10) year term of this Agreement, Lessee may terminate the Lease with 3 months prior written notice to Lessor, upon the annual anniversary of the Commencement Date, and shall pay Lessor

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a termination fee equivalent to one (1) year of the rental payments then being paid. Any dispute arising from the Parties rights and obligations under this section shall be within the rules of the American Arbitration Association (“AAA”). Any decision and/or award rendered by the AAA shall be final, binding on all parties, and judgment may be entered into consistent with such decision/award in any court having jurisdiction.

11. MAINTENANCE. Lessee will maintain Lessee’s communications equipment within the Premises in good condition, reasonable wear and tear and casualty damage excepted. Lessor shall maintain, in good operating condition and repair, the Tower and the Property.

12. INDEMNIFICATION. Subject to Paragraph 13 and to the extent permitted by Ohio law, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against (i) all claims of liability or loss from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney’s fees, expense, and defense costs incurred by the indemnified Party. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party’s defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party’s request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

13. INSURANCE. The Parties agree to maintain during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. Each party shall be included as an additional insured as their interest may appear under this Agreement on the other party’s insurance policy.

b. “All-Risk” property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each party agrees to waive subrogation against the other party and to ensure said waiver is recognized by the insurance policies insuring the property.

14. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 12 and 25, a violation of Paragraph 28, or a violation of Laws, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

15. INTERFERENCE.

a. Lessee agrees that Lessee will not cause interference that is measurable in accordance with industry standards to Lessor's existing equipment. Lessor agrees that Lessor and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of Lessee.

b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to Lessee's Network Management Center at (1-800-264-6620 or 1-800-621-2622) or to Lessor at (440) 884-9602, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

16. REMOVAL/HOLDOVER.

a. Within ninety (90) days of expiration or earlier termination of the Agreement, Lessee shall remove Lessee's Communications Facilities and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted; provided, however, such ninety (90) days shall be extended by the period of time necessary for Lessee to obtain any Governmental Approvals that may be required for such removal so long as Lessee applies for such Government Approvals by the expiration or earlier termination date. Lessee shall have no claims for refund of any rent paid to Lessor through any time period required to remove Lessee's Communication Facilities. Lessor agrees and acknowledges that the Communications Facilities shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

b. Lessee may remain on the Premises and shall pay rent at the then existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until i) the removal of the Communications Facilities is completed or ii) an amendment or new lease has been executed if the Parties are negotiating an amendment or new lease at the time of the expiration of the Term.

17. Intentionally deleted.

18. RIGHTS UPON SALE. Should Lessor, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder. In the event that Lessor completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of Lessor under this Agreement, then Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third party for the full performance of the Agreement.

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19. LESSOR'S TITLE. Lessor covenants that Lessee, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. Lessor represents and warrants to Lessee as of the Effective Date and covenants during the Term that Lessor has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Lessee's Use.

20. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Lessee may assign this Agreement to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of Lessor. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Upon such assignment, Lessee will be relieved and released of all obligations and liabilities hereunder, so long as the assignee assumes in writing all obligations and liabilities of the Lessee under this Agreement. Lessee may sublease the Premises with Landlord's consent. Lessor may assign this Agreement to any entity in its sole discretion. Lessor may subdivide the Property without Lessee's prior written consent provided the resulting parcels from such subdivision are required to afford Lessee the protections set forth in Paragraph 15 hereof.

21. NOTICE. Except for notices permitted via telephone in accordance with Paragraph 15 and notices permitted via electronic mail in accordance with Paragraph 2, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Parma Heights
6281 Pearl Road
Parma Heights, OH 44130
Attn: Law Department

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate
MDG Location ID: 5000981401

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920
MDG Location ID: 5000981401

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Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. Intentionally Deleted

23. DEFAULT. It is a “**Default**” if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) Lessor fails to comply with this Agreement and the failure interferes with Lessee’s Use and Lessor does not remedy the failure within 5 days after written notice from Lessee or, if the failure cannot reasonably be remedied in such time, if Lessor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 25 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 15 of this Agreement.

24. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party within the rules of the American Arbitration Association (“AAA”). Any decision and/or award rendered by the AAA shall be final, binding on all parties, and judgment may be entered into consistent with such decision/award in any court having jurisdiction. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party’s duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice. If Lessee undertakes any such performance on Lessor's behalf and Lessor does not pay Lessee the full undisputed amount within 30 days of its receipt of an itemized invoice setting forth the amount due, Lessee may offset the full undisputed amount due against all fees due and owing to Lessor under this Agreement until the full undisputed amount is fully reimbursed to Lessee.

25. ENVIRONMENTAL. Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (“**EH&S Laws**”). Lessee shall indemnify and hold harmless the Lessor from claims to the extent resulting from Lessee’s violation of any applicable EH&S Laws or to the extent that Lessee causes a release of any regulated substance to the environment. To the extent permitted by Ohio law, Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of Lessor’s property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee’s specific activities and responsibilities. In the event that Lessee encounters any hazardous substances that do not result from its activities, Lessee may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if Lessee desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs Lessee’s Use, rent shall abate until Lessee’s Use is restored. If Lessee’s Use is not restored within 45 days, Lessee may terminate this Agreement.

27. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs Lessee's Use, Lessee may terminate this Agreement. Lessor shall provide notice to Lessee immediately upon receipt of i) a notice from a condemning authority or an agent acting on behalf of a condemning authority or ii) a legal action related to the acquisition and/or condemnation of an interest in the Property. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to Lessee's communications equipment, relocation costs and, specifically excluding loss of Lessee's leasehold interest, any other damages Lessee may incur as a result of any such condemnation.

28. APPLICABLE LAWS. During the Term, Lessor shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "**Laws**"). Lessee shall, in respect to the condition of the Premises and at Lessee's sole cost and expense, comply with (i) all Laws relating solely to Lessee's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by Lessee in the Premises. It shall be Lessor's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable Lessee to obtain all necessary building permits).

29. TAXES. If Lessor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "**Tax**") from Lessee with respect to the transactions contemplated by this Agreement, then Lessor shall bill such Tax to Lessee in the manner and for the amount required by law, Lessee shall promptly pay such billed amount of Tax to Lessor, and Lessor shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that Lessor shall not bill to or otherwise attempt to collect from Lessee any Tax with respect to which Lessee has provided Lessor with an exemption certificate or other reasonable basis for relieving Lessor of its responsibility to collect such tax from Lessee. Except as provided in this Paragraph 29, Lessor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Lessor with respect to itself, its property, and the transactions contemplated by this Agreement. Lessee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Lessee with respect to itself, its property, and the transactions contemplated by this Agreement.

30. NON-DISCLOSURE. Parties acknowledge that Lessor is governed by Ohio Public Records Law (Ohio Revised Code Sec. 149.43) and that this Agreement shall be interpreted in accordance with said law, and not in conflict or violation thereof. The Parties agree that this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written notification of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to review objections and allow reasonable time for Lessee to seek protective orders prior to that disclosure. Notwithstanding anything to the contrary contained in this paragraph, Lessee may provide a redacted copy of this Agreement to a utility provider or any third party who has a need to know about the existence of the Agreement in order to provide services to the Premises.

31. Intentionally deleted.

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the Lessor and the Lessee regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the Lessor or the Lessee in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises are located without reference to its choice of law rules. If either Party engages a consultant, attorney or other agent to represent its interests in relation to this Agreement or the rights and obligations of a Party hereunder (each a "**Representative**"), the Party on whose behalf the Representative has been engaged shall be solely responsible for the payment of any fees owed to any such Representative. A Party shall not seek payment or reimbursement of any Representative fees from the other Party, unless pursuant to a court order. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Lessor agrees to execute a Memorandum of this Agreement, which Lessee may record with the appropriate recording officer. To the extent permitted by Ohio law, the provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. This Agreement may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one Agreement, and each counterpart shall be deemed an original.

(Signatures on the next page.)

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MDG Location ID:: 5000981401

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

LESSOR:

City of Parma Heights

By: _____

Name: Marie Gallo

Its: Mayor

Date: _____

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: _____

Its: _____

Date: _____

SITE NAME: Parma Hts West Relo
MDG Location ID:: 5000981401

STATE OF OHIO)
) **ACKNOWLEDGEMENT**
COUNTY OF CUYAHOGA)

I, _____, a Notary Public for said County and State, do hereby certify that Marie Gallo personally came before me this day and acknowledged that she is the Mayor of the City of Parma Heights, and she, being authorized to do so, executed the foregoing **TOWER LEASE AGREEMENT** as her own act and deed on behalf of City of Parma Heights.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 2026.

Notary Public

My Commission Expires:

STATE OF _____)
) **ACKNOWLEDGEMENT**
COUNTY OF _____)

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that s/he is the _____ of Cellco Partnership d/b/a Verizon Wireless, and s/he, being authorized to do so, executed the foregoing **TOWER LEASE AGREEMENT** as his/her own act and deed on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ___ day of _____, 2026.

Notary Public

My Commission Expires:

EXHIBIT "A"

PROPERTY DESCRIPTION

ALL that certain parcel of land situate in the County Cuyahoga, Cities of Parma and Parma Heights, State of Ohio, and known as being part of Original Parma Township Lots Numbers 21 and 22, Ely Tract, together with the buildings and improvements thereon, and bounded and described as follows:

Beginning at the southwesterly corner of Orchard Acres Subdivision Number 1 as shown by the recorded plat in Volume 82 of Maps, Page 22 of Cuyahoga County Records;

Course No. 1 - Thence North $89^{\circ} 54' 00''$ East 854.50 feet along the southerly line of the said Orchard Acres Subdivision Number 1 to a point;

Course No. 2 - Thence South $0^{\circ} 54' 00''$ West 1257 feet to a point;

Course No. 3 - Thence North $89^{\circ} 06' 00''$ West 896.23 feet to a point in an easterly line of Orchard Acres Subdivision Number 3, Recorded in Volume 91 of Maps, Page 20 of Cuyahoga County Records;

Course No. 4 - Thence North $0^{\circ} 24' 14''$ East 421.52 feet along the said easterly line of Orchard Acres Subdivision Number 3 to an inner corner thereof;

Course No. 5 - Thence North $89^{\circ} 58' 35''$ East 49.85 feet along a southerly line of the said Orchard Acres Subdivision Number 3 to a southeasterly corner thereof;

Course No. 6 - Thence North $0^{\circ} 35' 50''$ East 819.79 feet along an easterly line of said Orchard Acres Subdivision Number 3 to the place of beginning and containing 24.8905 Acres of land, be the same more or less, but subject to all legal highways.

RESERVING FROM THE PREMISES HEREIN CONVEYED, A RIGHT TO THE UNITED STATES OF AMERICA, acting through the Department of the Army, to use and occupy until June 30, 1971 that portion of the property being conveyed herein, herein-after described, together with a right of ingress and egress thereto and the right to use and occupy the buildings thereon commonly referred to as Buildings S-100, S-101, S-114, S-108, and miscellaneous small buildings auxiliary to these buildings. Said area being more particularly described as follows:

Commencing at the southwesterly corner of Orchard Acres Subdivision No. 1; thence North $89^{\circ} 54' 00''$ East, 854.50 feet; thence South $0^{\circ} 54' 00''$ West, approximately 700 feet to the true place of beginning; thence from the true place of beginning South $0^{\circ} 54' 00''$ West, approximately 557 feet; thence North $89^{\circ} 06' 00''$ West, 896.23 feet; thence North $0^{\circ} 24' 14''$ East, 421.52 feet; thence North $89^{\circ} 58' 35''$ East, 49.85 feet; thence North $0^{\circ} 35' 50''$ East, approximately 200 feet; thence South $89^{\circ} 06' 00''$ East, approximately 320 feet; thence South $0^{\circ} 54' 00''$ West, approximately 120 feet; thence South $89^{\circ} 06' 00''$ East, approximately 526 feet to the true place of beginning; containing 8.89 Acres, more or less.

ALSO RESERVING FROM THE PREMISES HEREIN CONVEYED, TO THE UNITED STATES OF AMERICA, and its assigns, all oil, gas and minerals in, under, and upon the said described premises, and also the right and privilege of mining and removing the same.

TOGETHER WITH the appurtenances, the buildings and improvements thereon and all the estate and rights of the Grantor in and to the said premises.

SUBJECT TO any and all outstanding easements for public roads, highways, railroads, pipelines, rights-of-way, and public utilities, if any, not shown of record.

SITE NAME: Parma Hts West Relo
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EXHIBIT "A" continued

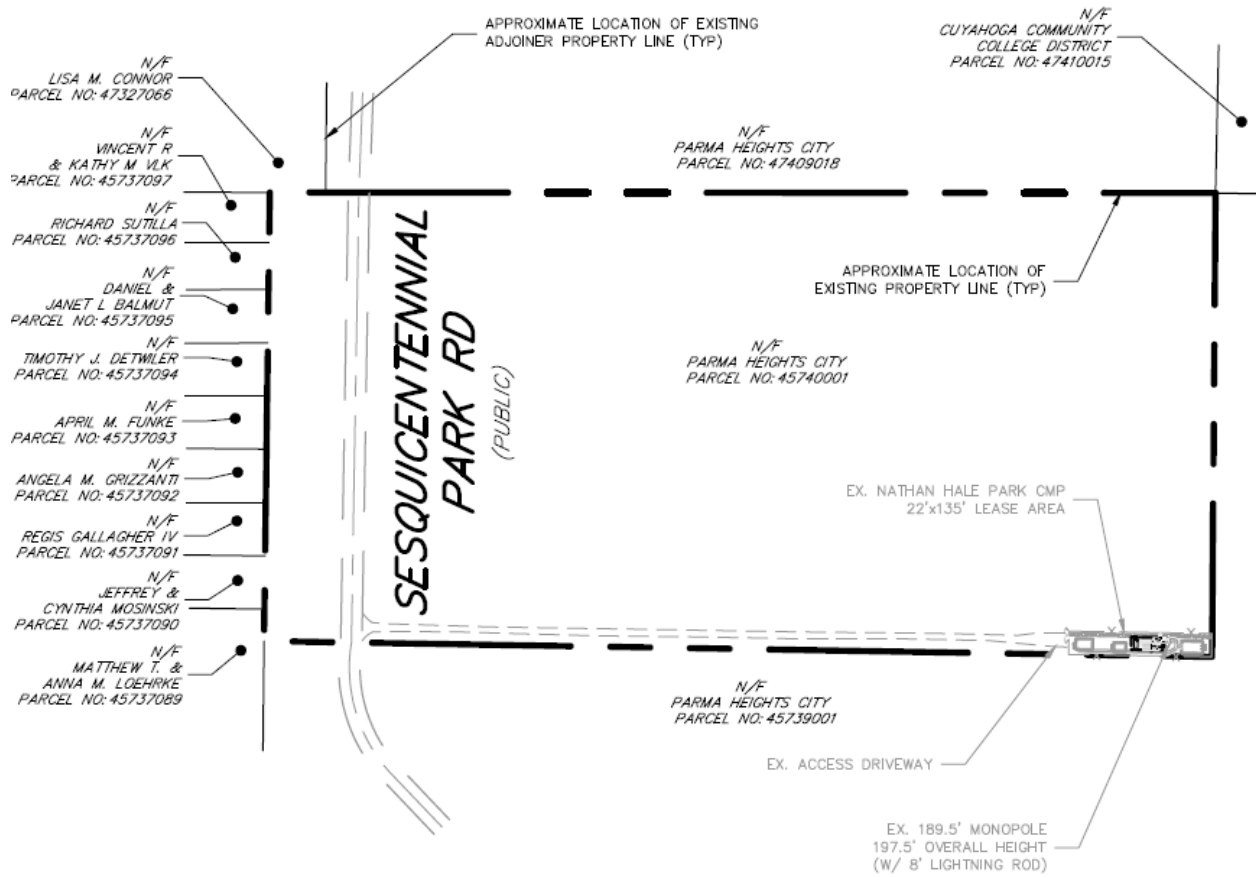
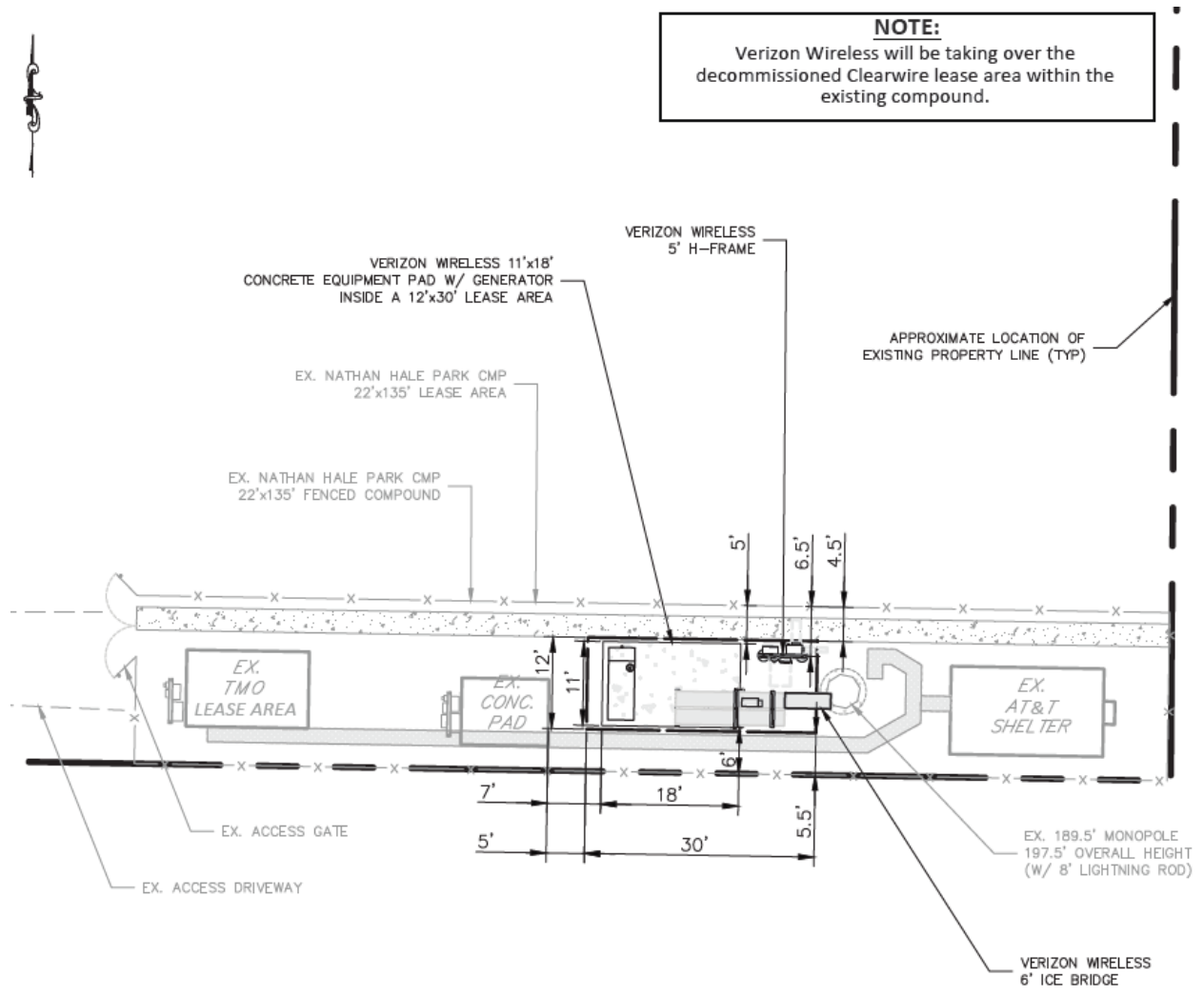
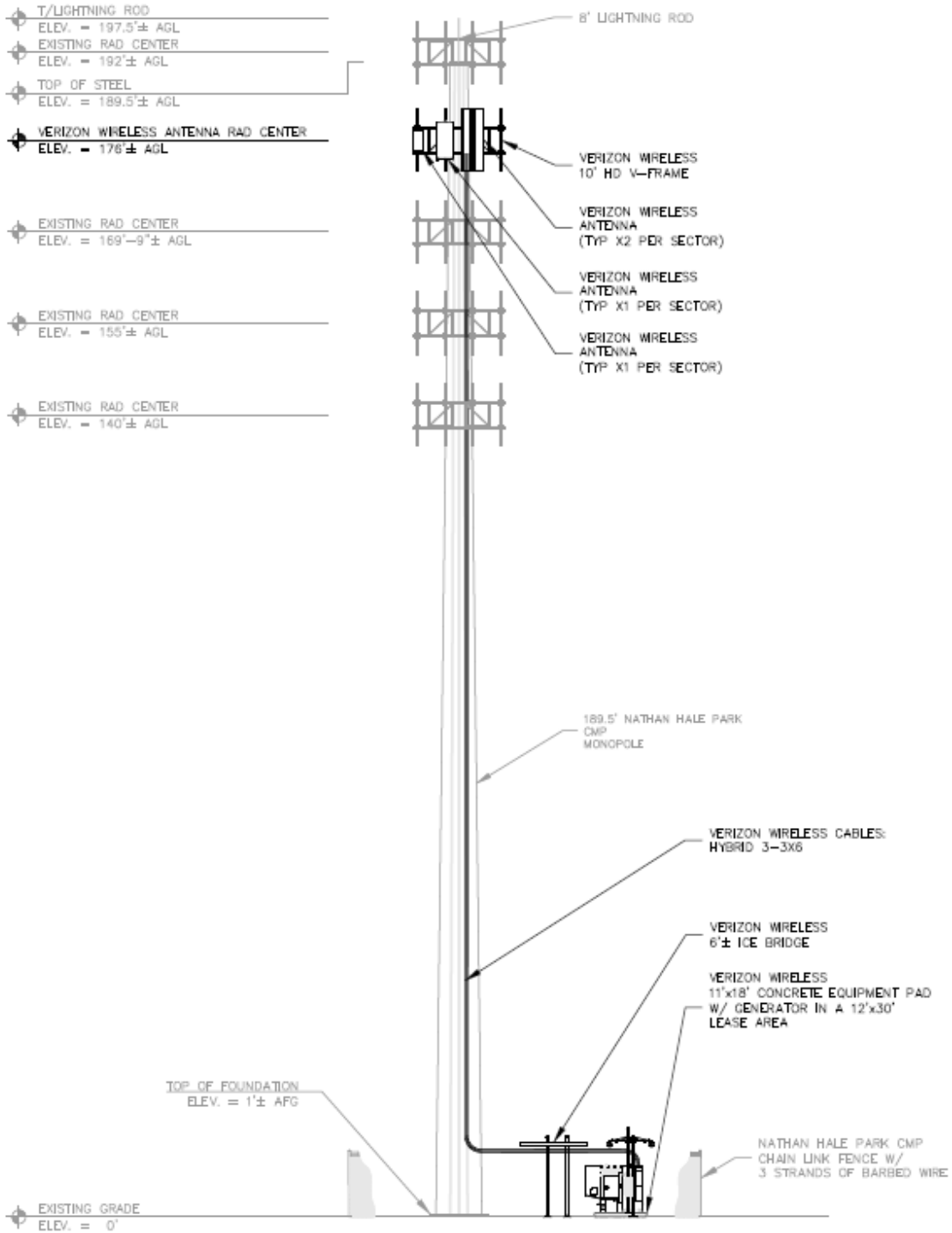


EXHIBIT "B"
PREMISES DESCRIPTION



SITE NAME: Parma Hts West Relo
MDG Location ID:: 5000981401

EXHIBIT "B" continued



ORDINANCE NO. 2026 - 47

AN ORDINANCE AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH RUMPKE OF OHIO, INC. FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES IN THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, Ordinance No. 2026 – 16, passed March 9, 2026, authorized the Administration to advertise for competitive bids for residential waste collection and recycling services in the City of Parma Heights, and;

WHEREAS, three (3) bids were received as evidenced by the Bid Analysis, attached hereto as “Exhibit 1”, and;

WHEREAS, Rumpke of Ohio, Inc. was determined to be the lowest and best bid, and;

WHEREAS, the Administration recommends that the City enter into an agreement with Rumpke of Ohio, Inc., the determined lowest and best bidder.

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 authorized and directed to enter into an agreement with Rumpke of Ohio, Inc., substantially in the form attached hereto as “Exhibit 2” and made a part hereof by reference, as if fully rewritten, subject to any further negotiated adjustments and/or revisions prior to execution approved by the Director of Public Service and the Director of Finance.

Section 2: The Administration is authorized to expend funds in satisfaction of the agreement.

Section 3: This Council finds and determines that all formal action 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 meetings open to the public, in compliance with the law.

Section 4: This Ordinance 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 enter into said agreement immediately to provide the necessary solid waste collection, disposal and recycling in the City to avoid a disruption in public service; wherefore, this ordinance 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

EXHIBIT 1

One Day Pick Up Weekly Rubbish, Recycle, Bulk & Yard Waste Price Sheet: Pricing for Collection, Disposal, and Processing Services

of Households = 6,236

KIMBLE	Price per Residential Unit per Month	Total Annual Cost
Year 1 - 2027	\$ 22.12	\$ 1,655,283.84
Year 2 - 2028	\$ 22.67	\$ 1,696,441.44
Year 3 - 2029	\$ 23.24	\$ 1,739,095.68
Total 3-Year Cost		\$ 5,090,820.96

of Households = 6,236

RUMPKE	Price per Residential Unit per Month	Total Annual Cost
Year 1 - 2027	\$ 19.75	\$ 1,477,932.00
Year 2 - 2028	\$ 20.34	\$ 1,522,082.88
Year 3 - 2029	\$ 20.95	\$ 1,567,730.40
Total 3-Year Cost		\$ 4,567,745.28

of Households = 6,236

REPUBLIC	Price per Residential Unit per Month	Total Annual Cost
Year 1 - 2027	\$ 20.80	\$ 1,556,505.60
Year 2 - 2028	\$ 21.63	\$ 1,618,616.16
Year 3 - 2029	\$ 22.50	\$ 1,683,720.00
Total 3-Year Cost		\$ 4,858,841.76

of Households = 6,236

KIMBLE	Price per Residential Unit per Month	Total Annual Cost
Opt Yr 1 - 2030	\$ 23.94	\$ 1,791,478.08
Opt Yr 2 - 2031	\$ 24.77	\$ 1,853,588.64
Total Option-Year Cost		\$ 3,645,066.72

OPTION YEARS

of Households = 6,236

RUMPKE	Price per Residential Unit per Month	Total Annual Cost
Opt Yr 1 - 2030	\$ 21.58	\$ 1,614,874.56
Opt Yr 2 - 2031	\$ 22.23	\$ 1,663,515.36
Total Option-Year Cost		\$ 3,278,389.92

of Households = 6,236

REPUBLIC	Price per Residential Unit per Month	Total Annual Cost
Opt Yr 1 - 2030	\$ 23.40	\$ 1,751,068.80
Opt Yr 2 - 2031	\$ 24.33	\$ 1,820,662.56
Total Option-Year Cost		\$ 3,571,731.36

Total 3-Year Cost \$5,090,820.96
 Total Option-Years Cost \$3,645,066.72
\$8,735,887.68

Total 3-Year Cost \$4,567,745.28
 Total Option-Years Cost \$3,278,389.92
\$7,846,135.20

Total 3-Year Cost \$4,858,841.76
 Total Option-Years Cost \$3,571,731.36
\$8,430,573.12

Estimated # of Households = 6,236

EXHIBIT 2

AGREEMENT

BETWEEN

THE CITY OF PARMA HEIGHTS

AND

RUMPKE WASTE & RECYCLING SERVICES

Residential Solid Waste Collection, Disposal, and Recycling Services

THIS AGREEMENT (the “Agreement”) for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the City of Parma Heights, a City in the County of Cuyahoga, State of Ohio (the “City”) with its offices located at 6281 Pearl Road and Rumpke Waste & Recycling Services (the “Contractor”), a corporation, with an office located at 3131 East Royalton Road, Broadview heights, Ohio 44147.

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal, and Recycling Services;

WHEREAS, the City, pursuant to a Motion adopted on [INSERT DATE], which authorized the City of Parma Heights to obtain bids for Residential Solid Waste Collection, Disposal, and Recycling Services;

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on March 18, 2026 and March 25, 2026, and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal, and Recycling Services on April 15, 2026, the Bid of the Contractor has been determined to be the lowest and best;

WHEREAS, the City and the Contractor have agreed on terms and conditions for the Residential Solid Waste Collection, Disposal, and Recycling Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto and incorporated by reference; and

WHEREAS, the City has considered the Bid. The Council of the City, pursuant to [INSERT ORDINANCE/RESOLUTION NO.], which approved the Contract and authorized the [INSERT TITLE] to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in Exhibit A: Definitions.

ARTICLE II - TERM

The Commencement Date for Residential Solid Waste Collection, Disposal, and Recycling Services is January 1, 2027, and the initial term of this Agreement shall terminate on December 31, 2029. The City shall have the option, at its sole discretion, to renew and extend this Agreement for up to two (2) additional consecutive one-year terms. The City shall provide written notice to the Contractor of its decision to renew and extend the Agreement on or before October 1st of the year preceding each option year.

ARTICLE III – STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services outlined in this Article III of this Agreement and also outlined in the City's Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, disposal and processing facilities with scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

1. **Scope of Collection Services.** The scope of services is set forth on Exhibit B, which is incorporated into this Agreement by reference.
2. **Solid Waste Transfer and Disposal Services**

The Contractor is responsible for delivering all Solid Waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal at the facilities identified in the Bid or at additional facilities approved by the City.

3. **Recycling Services**

The Contractor is responsible for delivering all Mixed Recyclables to a legitimate Material Recovery Facility (MRF) for processing at the facilities identified in the Bid or at additional facilities approved by the City. The MRF must be able to recycle the following materials at a minimum: cans (aluminum and steel), glass (bottles and jars), fiber (mixed paper, boxboard, and cardboard), and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the recycling list.

Any charge for Contaminated Loads or excessive Residual Solid Waste by the MRF shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the City within (forty-eight) 48 hours of receiving the charge, so steps can be taken to address the Contamination in conjunction with the Contractor.

Any charge for Contaminated Loads or excessive Residual Solid Waste by the MRF shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the City within (forty-eight) 48 hours of receiving the charge, so steps can be taken to address the Contamination in conjunction with the Contractor.

4. Container Services

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at the locations and frequency requested by the City, as outlined in the City's Invitation to Bid.

5. Customer Education

The Contractor will be responsible for providing Solid Waste and Recycling collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract a brochure that contains the City-approved requirements for Solid Waste and Recycling Collection. Information to be included in the brochure shall consist of: the Contractor's phone number; cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall provide the City with an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure with the Bid to the Director of Public Service for approval, no later than November 16, 2026, and shall mail the approved brochure to each Residential Unit no later than December 16, 2026, and during December each year thereafter.

6. Customer Service, Notification, and Compliance

The Contractor will maintain a phone number and email address to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the event of any alleged missed collection, the Contractor will investigate and, if the allegation is verified, arrange for collection within one (1) business day of receipt of the complaint.

Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original

notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. The Contractor shall not be required to collect any item(s) deemed hazardous to the safety of the collector or vehicle. Upon any subsequent instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials, provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Unit pursuant to this section or may give photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the City and the Contractor. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

7. Implementation Plan

The Contractor shall submit to the City and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete; (e) that the Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE, AND PAYMENT

1. Price for Residential Solid Waste Collection, Disposal, and Recycling Services

During the term, the City agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection, Disposal and Recycling Services as outlined in BID FORM 8, which includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station, Recycling, and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio; and for Services identified on BID FORM 9A, BID FORM 9B and BID FORM 9C. These prices include Governmental Fees assessed on solid waste disposed of in a sanitary landfill in Ohio as of April 15, 2026. Should any Governmental Fees increase or decrease during the term of the Contract, the Contractor may add or subtract the amount of the increase to the per-ton disposal cost charged to the City based upon the following formula:

Permissible Pass-Through Charges. Any Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, or Solid Waste Transfer Facility may be passed on by the Contractor. The Contractor shall pass on any decreases in Governmental Fees. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, the State of Ohio, the County, the Township, the Municipality, or the Solid Waste District. The Contractor shall give the City and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the Contractor's charge per Residential Unit shall be adjusted by an amount to be determined as follows:

Deductions from Contractor's Invoice for Non-performance. If the Contractor misses or fails to make a collection, except as provided except as provided in Article III, Paragraph 6, on the regularly scheduled day from any Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment the lesser of Twenty-Five Dollars (\$25.00) per Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). If the City performs cleanup services, the City may withhold from payment one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source-Separated Recyclable Materials with Solid Waste for Disposal, the City may withhold one-hundred-dollar payment (\$100.00) per Unit. In the event the City is charged by the MRF or Compost Facility for contaminated loads or excessive residuals, the City may withhold payment of the charge.

The remedies available pursuant to this section are in addition to any other remedies available to the City in accordance with this Agreement. The City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

2. Record Keeping – Daily, Monthly, and Annual Report

The Contractor shall report to the City any Units that do not place collection containers on the collection day. This report shall be provided to the City at the end of each collection day to avoid disputes over whether the Resident placed collection containers for collection. The Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the prior month and submit this with the monthly invoice to the City of Parma Heights. The Contractor shall also submit an annual year-end report. The year-end report will be due within 30 days of the end of the reporting year. It will include a month-by-month accounting of the tonnage of Solid Waste collected and disposed of, as well as the tonnage of Recyclable Materials collected and recycled.

3. **Billing Service and Payment**

The Contractor will invoice the City of Parma Heights for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the City's Director of Public Service.

4. **Fuel Adjustments**

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. **Performance Bond**

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of 100% of the first-year Contract price executed by a duly authorized surety, acceptable to the City in all respects, or such other security satisfactory to the City. The Performance Bond will be issued annually for each contract year during the term of the contract. The Contractor will pay for the entire cost of the bond(s).

2. **Insurance**

The Contractor will at all times during the Contract maintain in full force and effect the insurance coverage listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and the Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will, upon written request from the City, provide the City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor, as required by this paragraph, will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City that does not contribute therewith. There will be severability of interests under the insurance policies required hereunder for all coverage provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The Contractor's parent corporation may provide the coverage.

Insurance Coverage Requirements

Coverage	Minimum limits of liability, terms, and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products, and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 yearly general aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury, and property damage, including owned, non-owned, and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability.
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment, or tools used or owned by Contractor in the performance of services hereunder.

Workers' Compensation Coverage. Before commencing work under this Agreement, the Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Contractor is responsible for

forwarding updated evidence of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the City free and harmless for any personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will allow the Contractor to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will allow the Contractor to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If, upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor can satisfy its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days, will submit to the City its written response. If the City disagrees that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the City and its Residents.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City may terminate the Agreement in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) and issues identified in the notice have been corrected. If the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Agreement. Any such termination shall not take effect until the City secures alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal, and

Recycling Services following the Contractor's failure to cure the alleged material failure to the City's satisfaction, in the City's reasonable discretion.

3. **Surety or City Cover in the Event of a Material Failure.**

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the City may delay the effective termination date until the City completes the process of obtaining a substitute service provider of the Residential Solid Waste Collection, Disposal, and Recycling Services. In such an event, the Contractor shall continue to perform its responsibilities under this Agreement until the termination effective date. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the collection services. A bona fide complaint is one that the City has investigated and determined to represent a failure by the Contractor to provide the required collection services. Material failure also includes the Contractor's inability to provide the Performance Bond and proof of insurance as needed, or to pay the City's income taxes.

4. **Termination for Change of Control of Collection Contractor.**

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control are material terms in such an award. If during the term of this Agreement the Contractor is merged or sold, the City shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days' written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until the City can obtain alternate or substitute service.

5. **Force Majeure.**

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including, without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. **Entire Agreement**

This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention to the City of Parma Heights, Director of Public Service at their respective addresses set forth above. Any address change must be given in like manner.

TO THE CITY OF PARMA HEIGHTS:

Director of Public Service
6281 Pearl Road
Parma Heights, Ohio 44130

TO THE CONTRACTOR:

Area Municipal Manager
Rumpke Waste & Recycle Services
3131 East Royalton Road
Broadview Heights, Ohio 44147

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement, and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City of Parma Heights and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF PARMA HEIGHTS

Name

Title

Signature

Date

Approved by City Attorney

RUMPKE WASTE & RECYCLING SERVICES

Name

Title

Signature

Date



MAYOR MARIE GALLO

DEPARTMENT OF PUBLIC SERVICE

ROBERT P. SEPIK, DIRECTOR

6281 Pearl Road

Parma Heights, OH 44130

440.884.9607

service@parmaheights.us

Rumpke Waste & Recycling Services
3131 East Royalton Road
Broadview Heights, Ohio 44147

DATE

Notice of Award – Residential Solid Waste Collection, Disposal, and Recycling Services

Dear Rumpke Waste & Recycle Services,

The City of Parma Heights hereby notifies you that, following review of bids and approval by City Council, your bid for the Residential Solid Waste Collection, Disposal, and Recycling Services contract has been accepted.

This award is made in accordance with the bid specifications, addenda, and your submitted proposal. No modifications to material terms of the contract are authorized.

In accordance with the bid requirements, you are hereby directed to execute and return the Contract Agreement within ten (10) calendar days from the date of this Notice of Award. At that time, you must also provide the required performance bond and certificates of insurance as specified in the contract documents.

Failure to comply with these requirements within the specified timeframe may result in the award being rescinded.

A copy of the Contract Agreement will be provided under separate cover for execution.

If you have any questions regarding this Notice of Award, please contact my office.

Sincerely,

Robert P. Sepik
Director of Public Service

EXHIBIT A: DEFINITIONS

“Agreement” means the Contract for Residential Solid Waste Collection, Disposal, and Recycling Services.

“Appliances” means all white goods.

“Bid” means a price submitted to the City in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal, and Recycling Services as described in the Bid Documents.

“Bid Bond” means a bond or any other instrument acceptable by the City and in accordance with any local ordinance ensuring the City that the Successful Bidder will execute the Agreement substantially in the form provided in the Bid Documents.

“Bidder” means a person, partnership, joint venture, corporation, or limited liability company submitting a Bid to the City in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal, and Recycling Services.

“Bid Documents” means the documents prepared and furnished by the City. Bidders are to use the Bid Documents when submitting all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract, and all attachments and exhibits thereto.

“Bid Form(s)” means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

“Bulky Waste” means any Solid Waste that is either, by weight or by volume, too large to be contained in the Contractor-issued 32-Gallon or 96 Gallon Wheeled Cart (i.e., stoves, water tanks, washing machines, furniture, mattresses, and other household items and appliances that are not Freon-containing). The volume of material, bagged or individual item(s), cannot exceed two (2) cubic yards (6 feet wide x 3 feet tall x 3 feet deep).

“Collection Contractor” means the individual or entity selected by a City/Village for the collection of Solid Waste, Recyclable Materials, and/or yard waste from Residential Units, municipal facilities, and during special events within the City/Village.

“Collection Vehicles” means those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.

“Commencement Date” means the first day of the first week during which the Residential Solid Waste Collection, Disposal, and Recycling Services will commence.

“Compost” as defined in OAC 3745-560-02(C)(1-4)

“Composting” means the biological decomposition of yard waste and other organic wastes under controlled conditions, resulting in compost. Controlled conditions include, but are not limited to, grinding, shredding, chipping, mixing feedstocks, bulking agents, and additives, piling, physical

turning, aerating, adding moisture, performing procedures to achieve human pathogen reduction, and other processing of solid wastes.

“Compost Facility” means the classes of facilities regulated by the Ohio EPA as defined in OAC 3745-560-02(C)(1-4)

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair, or demolition operations.

“Container Services” means the provision by the Contractor of rear or front-load, roll-off containers and carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

“Contamination” means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any Non-Recyclable Materials that are commingled with Recyclable Materials or Yard Waste and hinder or prevent the processing of the Recyclable Materials or Yard Waste by the Contractor at the MRF or Compost Facility.

“Contaminated Loads” means loads of materials delivered to the MRF or Compost Facility that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

“Contract or Form of Contract” means the agreement for Residential Solid Waste Collection, Disposal, and Recycling Services entered into by and between the Successful Bidder and the City of Parma Heights.

“Contract Documents” include the Request for Proposals, Instructions to Bidders, Contractor’s Bid and supporting documents, General Specifications, the Contract Performance Bond, or any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

“Contractor” means the person, corporation, partnership, or limited liability company performing Residential Solid Waste Collection, Disposal, and Recycling Services under contract with the City of Parma Heights.

“County of Cuyahoga” refers to the geographic region of the Cuyahoga County Solid Waste District, which includes a small portion of the Village of Hunting Valley that is located within Geauga County.

“Curbside” “Curb” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line, or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Dead Animals” means animals or portions thereof equal to or greater than 50 lbs. in weight that have expired from any natural cause regulated by law, except those slaughtered or killed for human use.

“Disposal Site” means a Solid Waste or refuse depository, including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals.

“Excess Bagged Waste” is Solid Waste, Refuse, or Garbage that is placed outside of the 96-gallon collection container for Solid Waste.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide lawful removal of all refrigerant from any refrigerators, freezers, air conditioners, and dehumidifiers collected, and upon request, provide documentation verifying the proper removal of refrigerant. Refrigerants/Freon must be recovered before acceptance for disposal. Compliance and removal of Freon are the responsibility of the Contractor.

“Fuel Price Adjustment” means an increase or decrease proposed by the Successful Bidder in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Garbage” means any dead animals less than 50 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruit, grains or other animal or vegetable matter (including, but not by way of imitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Rubbish or Stable Matter.

“Governmental Fees” means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials, or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township, or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous waste as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

“Invitation to Bid” means the request of the City of Parma Heights for bids for Residential Solid Waste Collection, Disposal, and Recycling Services.

“Instructions to Bidders” means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

“Material Recovery Facility”, “MRF” or “Recycling Facility” means a facility that sorts and processes Mixed Recyclables to prepare them for processing and reconstitution as a product sold in commerce.

“Municipality” means the City of Parma Heights, Ohio, located in Cuyahoga County.

“Notice of Award” means a written notification that the City of Parma Heights has accepted a Bid.

“Notice to Proceed” means a written notice from the City to commence the Residential Solid Waste Collection, Disposal, and Recycling Services.

“Performance Bond” means a bond or any other instrument acceptable to the City and in accordance with any local ordinance, insuring that the City is issued and guaranteeing the complete execution and performance of the Contract.

“Producer” means an owner or occupant of a Residential Unit who generates refuse.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” includes, but is not limited to, cans (aluminum and steel); glass (bottles and jars); fiber (mixed paper, box board, and cardboard); and plastic bottles and jugs.

“Recycling Services” or “Recycling Processing Services” means the acceptance of Recyclables and recycling processing services provided by a Material Recovery Facility or Recycling Facility.

“Refuse” means all residential Refuse and Bulky Waste, limited Construction Debris, and Stable Matter generated at a Residential Unit unless the context otherwise requires.

“Residential Refuse” means all Garbage, Refuse, Rubbish, and Bulky Waste generated by a Producer at a Residential Unit.

“Residential Unit or Units” means all single-family residential dwellings within the corporate limits of each City and considered by that Participating Community to qualify as a Residential Unit, including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

“Residual Solid Waste” means Solid Waste Commingled with source-separated Recyclable Materials.

“Rubbish” means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining, or demolition operations, or other waste materials of the type that would typically be included in demolition debris, non-toxic foundry sand, slag, and other substances that are not harmful to public health. Solid Waste does not contain any material that is an infectious or hazardous waste.

“Solid Waste Landfill” or “Solid Waste Disposal Facility” means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” or “Solid Waste Transfer Facility” means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other cars or containers for transportation to a Solid Waste Disposal Facility.

“Stable Matter” means all manure and other waste matter typically accumulated in or about a stable, or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

“Successful Bidder” means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

“Term” means the duration of the Contract.

“Yard Waste” means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

“32-Gallon Wheeled Cart” means a wheeled, rollout cart with a capacity of approximately 32 gallons, capable of holding approximately 100 pounds, with an integrated closing lid, which can be used for automated, semi-automated, or manual Solid Waste collection by the Contractor.

“64-gallon Wheeled Cart” means a wheeled, rollout cart with approximately 64 gallons of capacity, capable of holding approximately 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated, or manual Solid Waste collection by the Contractor.

“96-Gallon Wheeled Cart” means a wheeled, rollout cart with a capacity of approximately 96 gallons, capable of holding approximately 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated, or manual Solid Waste collection by the Contractor.

SCOPE OF SERVICES

A. Curbside Collection of Solid Waste and Recyclables:

Service and Service Area. The Contractor will provide weekly Curbside collection of Solid Waste and Recyclables from each Residential Unit within the corporate limits of the City of Parma Heights. The total estimated number of Residential Units to receive curbside collection is 6,236. All collections are to be made at the Curb.

Collection Option. The City will consider pricing for the automated or semi-automated curbside collection of Solid Waste and Recyclables using carts.

The Contractor will provide automated or semi-automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor will provide all labor, vehicles, and supplies to each Residential Unit, including one 96-Gallon Wheeled Cart for Solid Waste and one 64-Gallon Wheeled Cart for Mixed Recyclables. Residents will not be allowed any other cart sizes except for Residential Units that qualify for Ohio's Homestead Exemption, which will be provided with 32-Gallon Solid Waste carts. Each recycling cart must have a large label/sticker on the exterior of the lid that identifies the types of Recyclables that residents should put into the cart. A copy of this sticker must be included in the Contractor's proposal. The City reserves the right to mandate changes to the sticker.

The Contractor will supply an additional 96-Gallon Wheeled Cart for Solid Waste and a 64-Gallon wheeled cart for Mixed Recyclables to any resident who requests one. Residents will be instructed to contact the Contractor directly to request the additional cart, and the Contractor will arrange delivery. The Contractor will charge the resident for the cart(s) at the pricing indicated on **Bid Form 9A**.

All carts must be either new or in good repair and condition, clean, and subject to the Bidder's Representations and Warranties in **Bid Form 3**. The Contractor will be responsible for promptly repairing or replacing any broken carts. The Contractor will also be responsible for replacing up to 50 lost or stolen carts at its expense per year, and any additional carts will be replaced at the resident's expense at the pricing indicated on **Bid Form 9A**. The Contractor will distribute the carts to each Residential Unit with advance approval from the City and notification to residents of the distribution date (see **Bid Form 1: Qualifications Statement – Implementation Schedule**).

The Contractor shall collect all Solid Waste from each Residential Unit's 96-Gallon or 32-Gallon collection container for Solid Waste. The Collection Contractor is not required to collect any Solid Waste or Excess Bagged Waste that is not placed in the collection container, except as provided herein.

Bulky Wastes. The Contractor is responsible for weekly collecting of Bulky Wastes. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in the Contractor-issued 32-Gallon or 96-Gallon Wheeled Cart. Items may include, but are not limited to, stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other household items and appliances. Bulky Wastes shall be collected weekly. The volume of material, bagged or individual item(s), cannot exceed two (2) cubic yards (6 feet wide x 3 feet tall x 3 feet deep).

Excess Bagged Waste. The Contractor will be responsible for the weekly collection of unlimited Excess Bagged Waste. Excessed Bagged Waste is defined as bagged or contained Solid Waste, Yard Waste or Construction Debris that is placed outside of the Cart as Solid Waste. Resident set-out Excessed Bagged Waste will be limited no larger than thirty-five (35) gallons nor exceed forty (40) pounds per bag or container, per week from each Residential Unit. The Contractor will be asked to notify the City in the event any resident habitually sets out Excess Bagged Waste, necessitating the need for an additional Cart at the Residential Unit. The City shall contact the resident to identify the source of the problem and communicate alternatives, such as an additional cart(s).

Appliances and Freon-Containing Appliances. The Contractor shall collect and recycle all metal Appliances (white goods) and shall properly remove any refrigerant contained in refrigerators, freezers, air conditioners, and dehumidifiers that are collected, and shall provide documentation, upon request, to verify the proper removal of refrigerant. The City will work with the Contractor to develop a procedure for collecting Freon-containing appliances, such as refrigerators, freezers, air conditioners, and dehumidifiers.

Yard Waste. The Contractor shall collect and dispose any yard waste set out at the curb that has been cut, bundled, or bagged. The Contractor is not required to collect yard waste set out that is more than four (4) feet in length and weighs more than fifty (50) pounds.

Construction and Demolition Debris. The Contractor is responsible for regularly collecting small amounts of Construction and Demolition Debris, measuring less than two (2) cubic yards, with no individual item weighing more than forty (40) pounds. The Contractor is not required to remove any other Construction and Demolition Debris. The Contractor will be asked to notify the City if any resident habitually sets out Construction and Demolition Debris. The City will then contact the resident and require the resident to rent a container.

Contaminated Recyclables. If the Contractor finds unacceptable materials placed within the Cart for Mixed Recyclables, the Contractor shall notify the Residential Unit of the unacceptable materials by indicating the reason on a Contamination tag and hanging it from the Cart's handle.

Collection Equipment and Safety. The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste and Recyclables. All vehicles must always be kept in good repair and appearance and in a clean and sanitary condition. All vehicles must be clearly marked with the Contractor's identity and telephone number. This information must be visible on the back and on the sides of the car. All vehicles must be designed to capture liquids to prevent liquids from leaking from the car and onto City streets. Collection vehicles must be equipped with all federal and state-mandated safety devices. Vehicles shall also be equipped with front and rear-mounted strobe lights, a rear-view camera system for increased backing visibility, high-visibility conspicuous tape, a Class ABC 20 lb. fire extinguisher, a first aid kit, three red/orange safety triangles, a daily vehicle inspection report, and an incident reporting kit with instructions.

Drivers must wear uniforms, including a high-visibility shirt, vest, or jacket. The employee must be trained in OSHA, DOT, and the company's safety rules and policies, as documented in the driver's file and available for inspection by the City.

Collection Frequency and Hours. Solid Waste and Recyclable Collection will be provided to each Residential Unit weekly. Collection must take place between 7:00 a.m. and 7:00 p.m., and the Contractor must adhere to all the City's noise ordinances. If, for any reason, the Contractor is unable to collect on the scheduled day, the Contractor will notify the City of the reason and the anticipated duration of the delay. If at any time the Contractor falls behind the regular collection schedule for more than one (1) day, the City may, at its discretion, arrange for Solid Waste and Recyclables to be collected by any available means. The full cost of such collection will be paid by the Contractor and not be charged to the City. Example: If there are four collection weeks in a month and the Contractor is required to pay the collection costs as set forth above, the Contractor shall invoice the City for only three-fourths (3/4) of the monthly invoice total.

Collection Routes and Collection Day(s). The City shall require that all Solid Waste and Recyclables be collected on the same day. The City's current collection day is Wednesday. The Contractor shall maintain the City's current one-day collection. All collection days proposed must be specified in the Contractor's bid and are subject to approval by the City. The Contractor may develop its own collection routes and schedule, subject to City approval. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

Holidays. The following will be holidays for the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

B. Solid Waste Transfer and Disposal Services:

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract. The Contractor shall pay all charges, costs, fees, and expenses incurred for the disposal or transfer of the Solid Waste collected by the Collection Contractor.

C. Recycling Services:

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must be able to recycle the following materials at a minimum: cans (aluminum and steel), glass (bottles and jars), fiber (mixed paper, boxboard, and cardboard), and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the Recycling list. Any additional materials should be identified in the Contractor's proposal. The Contractor shall pay all charges, costs, fees, and expenses incurred for the processing of the Recyclable Materials collected by the Collection Contractor.

D. Container Services:

The Contractor must provide containers for collecting and disposing of Solid Waste and Recyclables at municipal locations. The following table shows the current location of containers, container sizes, and collection frequencies. These containers must be emptied at the frequency listed, at a minimum, and within one (1) business day following a request from the City's Director of Public Service for an additional collection. The City reserves the right to modify container size, location, and/or collection frequency at any time during the contract at no extra charge. The City may allow relocation of these containers for special events. The Contractor shall be available to supply the City with additional cubic yard containers upon request at the pricing indicated on **Bid Form 9B**.

Table 2: Current Container Services and Special Events

Location	Solid Waste	Recycle	Frequency
City Hall 6281 Pearl Rd.	(2) 96-gallon carts	(1) 64-gallon cart	Weekly
Service Garage 6184 Pearl Rd.	(1) 40-yard roll off w/compactor		As needed 24 hour- notice to pick up

Parma Heights Fire Dept. 6184 Pearl Rd.	(1) 2-yard dumpster		Weekly
Cassidy Theater 6200 Pearl Rd.	(1) 2-yard dumpster		Weekly
Senior Center 9275 North Church Dr.	(1) 4-yard dumpster		Weekly
Various Receptacles (see EXHIBIT E)			Weekly

E. Customer Education:

The Contractor will be responsible for providing Solid Waste and Recycling collection information to residents as follows:

The Contractor, at the Contractor’s sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract a brochure that contains the City-approved requirements for Solid Waste and Recycling Collection. Information to be included in the brochure shall consist of: the Contractor’s phone number; cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall provide the City with an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an extra copy. The Contractor shall provide a sample of the brochure with the Bid to the Director of Public Service for approval, no later than November 16, 2026 and shall mail the approved brochure to each Residential Unit no later than December 16, 2026, and during December each year thereafter. (see **Bid Form 1: Qualifications Statement – Implementation Schedule**).

F. Customer Service and Notification:

The Contractor will provide a customer service phone number (on **Bid Form 3**) and an email address for receiving and responding to questions or complaints. The customer service phone and email must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the event of any alleged missed collection, the Contractor will investigate and, if the allegation is verified, arrange for collection within one (1) business day of receipt of the complaint.

G. Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month. The report must be submitted to the City, along with the monthly invoice, within ten (10) days of the prior month.

Complaint Log. The Contractor must submit a monthly complaint log that includes the name, address, phone number, date, time, and description of each complaint received, along with its resolution. The report must be submitted to the Director of Public Service within ten (10) days of the preceding month. The City maintains the right to request a copy of the complaint log at any time.

List. The Contractor must maintain an accurate list of Residential Units receiving services, along with the total number of Solid Waste and Recycling Carts and sizes of each. The City maintains the right to request a copy of the list at any time

H. Billing and Fuel Adjustments:

Invoices. The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice must be sent to the City Hall, to the attention of the Director of Finance.

Fuel Price Adjustment. No Fuel Price Adjustment or surcharges may be applied.

I. Disaster Management:

The City of Parma Heights intends to be prepared to address debris removal for any natural or artificial disaster that generates significant amounts of debris that cannot be disposed of as part of the weekly service. Bidders shall supply a disaster management proposal (Bid Form 10) including, but not limited to, a detailed scope of service and the costs associated with each level of service. The focus will be on prompt removal of both natural and artificial debris placed in or near the public right-of-way.

Included in this proposal should be a list of collection and waste-disposal methods, along with a timeframe for response. A list of references for both the bidder and any proposed subcontractors should be included in the proposal. An explanation of general emergency waste collection experience and knowledge of FEMA reporting requirements should be delineated.

This service, and any associated costs, shall be initiated at the sole request of the City. Billing for these services shall be separate from all other billing.



**Bureau of Workers'
Compensation**

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

**CERTIFICATE OF EMPLOYER'S
RIGHT TO PAY COMPENSATION DIRECTLY**

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005522	Period Specified Below
RUMPKE CONSOLIDATED COMPANIES, INC. 3990 GENERATION DRIVE CINCINNATI OH 45251-4524	July 1, 2025 to July 1, 2026



Sub(s):

- 20005522-001 RUMPKE OF NORTHERN OHIO, INC.
- 20005522-005 RUMPKE WASTE, INC
- 20005522-002 RUMPKE SANITARY LANDFILL, INC.
- 20005522-004 RUMPKE OF OHIO INC
- 20005522-006 WILLIAM THOMAS GROUP, INC.
- 20005522-003 RUMPKE TRANSPORTATION COMPANY LLC

BWCI/P0505A00510930200

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Stephanie McCloud
Administrator/CEO



Bureau of Workers' Compensation

30 West Spring Street
Columbus, Ohio 43215-2256

1-800-644-6292 BWC.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Stephanie McCloud, Administrator/CEO

FINDING OF FACTS

In matter of the renewal application of
20005522
(hereinafter referred to as employer)
of

RUMPKE CONSOLIDATED COMPANIES, INC.
3990 GENERATION DRIVE
CINCINNATI OH 45251-4524

The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Ohio Workers' Compensation Law and Section 35. Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Ohio Bureau of Workers' Compensation, the administrator hereby grants the privilege of self-insurance to above the employer from:

July 1, 2025 to July 1, 2026

or until further action of the Ohio Bureau of Workers' Compensation

Sincerely,

Stephanie McCloud



BWCCTF0605A00510930300

EXHIBIT C: Corporation Affidavit

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO
COUNTY OF HAMILTON ss:

Michael T. Cappel, being duly sworn, deposes and says that he/she is Secretary of the RUMPKE OF OHIO, INC., a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

3990 Generation Drive, Cincinnati, Ohio, 45251
Street Address/City/State/Zip Code

AFFIANT further says that they are familiar with the records, minutes, books, and bylaws of the:
RUMPKE OF OHIO, INC.
Name of Corporation

AFFIANT further says that: William J. Rumpke, Jr., President
Name of Officer/Title

is duly authorized to sign the Agreement for the following:
Residential Solid Waste Collection, Disposal and Recycling Services Bid
Name of Agreement

for said Corporation by virtue of:
Pursuant to the bylaws in the ordinary course of business.
(State whether a provision of the bylaws or a resolution by the Board. If resolution, give date of adoption.)


Signature

Sworn to before me and subscribed in my presence this 13th day of April, 2026.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

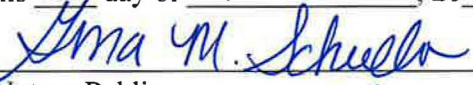

Notary Public
My Commission Expire 1/21/29

EXHIBIT D: Performance Bond

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the day of, [INSERT DATE], a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, honestly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond. Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of [INSERT DATE], by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(SEAL)		(SEAL)	
_____	_____	_____	_____
(Witness as to Principal)	(Address)	(Witness as to Surety)	(Attorney-In-Fact)
_____	_____	_____	_____
	(Address)	(Address)	(Address)
		(Address)	(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____

CERTIFICATE AS TO PRINCIPAL

_____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine, and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E: Street Can Locations

1. IN FRONT OF 5877 PEARL ROAD
2. CORNER OF LOTUSDALE AND PEARL BY RTA BUS STOP
3. CITY PARK – PEARL AND LOTUSDALE (EVEN SIDE)
4. IN FRONT OF 5963 PEARL
5. IN FRONT OF 6037 PEARL
6. IN FRONT OF 6085 PEARL
7. PEARL ROAD AND ACKLY BY RTA BUS STOP
8. IN FRONT OF LIBRARY @ 6200 PEARL
9. IN FRONT OF GREEBRIAR SHOPPING CENTER- 6251 PEARL
10. CAN BEHIND CITY HALL – 6281 PEARL
11. IN FRONT OF 6315 PEARL ROAD
12. IN FRONT OF 6326 PEARL – AT RTA BUS STOP IN FRONT OF WALGREENS
13. IN CITY PARK AT 6338 PEARL – COLOMBO PARK
14. IN FRONT OF 6365 PEARL
15. IN FRONT OF 6421 PEARL – MCDONALDS
16. IN FRONT OF 6454 PEARL
17. IN FRONT OF 6461 PEARL
18. IN FRONT OF 6505 PEARL
19. CORNER OF PEARL AND ORCHARD
20. IN FRONT OF 6565 PEARL
21. IN FRONT OF 6615 PEARL
22. CITY PARK AT 6634 PEARL
23. IN FRONT OF 6665 PEARL
24. CORNER OF PEARL AND WEST 130TH (WEST 130TH SIDE)
25. CORNER OF YORK AND NORTH CHURCH
26. IN FRONT OF 6793 YORK
27. IN FRONT OF VALLEY FORGE HIGH SCHOOL ON YORK BY RTA STOP
28. IN FRONT OF 0081 WEST RIDGEWOOD
29. CORNER OF w. RIDGEWOOD AND BENNINGTON (ON W. RIDGEWOOD)
30. 6205 STUMPH – BY RTA BUS STOP
31. CORNER OF STUMPH & SNOW

BID FORM 1

Bidder Identification and References

Bidder Identification:

Name of Company Submitting Bid: RUMPKE OF OHIO, INC.

Street Address: 3990 Generation Drive, Cincinnati, Ohio, 45251

Mailing Address: 3990 Generation Drive, Cincinnati, Ohio, 45251

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

William J. Rumpke, Jr. , President

Phone: (800) 828-8171 E-mail: bill.rumpkejr@rumpke.com

Qualifications Statement:

On a separate sheet of paper to be attached to this bid form, describe your overall company (corporate) qualifications, experience, and capacity to perform the Residential Solid Waste Collection, Disposal, and Recycling Services, and identify the management employees and their expertise who will supervise performance of the Contract. **Include your implementation as identified in Section III, Paragraph 7 of the Contract.** This information will enable the Municipality to assess the Bidder's responsibility, experience, and capability.

References:

Provide three (3) references of current municipal customers.

Contracting Authority: City of Broadview Heights

Contract Contact and Phone Number: David Schroedel, Service Director (440) 717-4022

Contract Term and Description: Curbside trash and recycling for more than 7,000 residents, 5 year contract term.

Contracting Authority: City of Aurora

Contract Contact and Phone Number: Harry Stark, Service Director (330) 995-9116

Contract Term and Description: Curbside trash and recycling for more than 5,000 residents, 5 year contract term.

Contracting Authority: City of Parma

Contract Contact and Phone Number: Tony Vannello, Service Director (440) 885-8980

Contract Term and Description: Curbside trash and recycling for more than 30,000 residents, 5 year contract term.

BID FORM 2

Facility Information

Identify the facilities to be used to manage solid waste and recyclables for the performance of contract services, if a contract is awarded.

Recycling Processing Facility – Material Recovery Facility

Name of Facility: Columbus Material Recovery Facility
Owner of Facility: RUMPKE OF OHIO, INC.
Street Address: 1190 Joyce Ave., Columbus, Ohio 43219
Facility Manager: Stephen Weber
Phone Number: (800) 828-8171
Operating Hours: 7:00 AM - 3:30 PM
Processing Price per ton charged by Facility: Cost varies based on commodity value

Solid Waste Transfer Station

Name of Facility: Broadview Heights Transfer Station
Owner of Facility: RUMPKE OF OHIO, INC.
Street Address: 9191 Postal Drive., Broadview Heights, OH 44147
Ohio EPA Solid Waste Facility Identification Number: CID: 8345
Facility Manager: Alvie Green
Phone Number: (800) 828-8171
Operating Hours: 7:00 AM - 3:30 PM
Transfer Price per ton charged by Facility: _____

Solid Waste Landfill

Name of Facility: Noble Road Landfill
Owner of Facility: RUMPKE OF OHIO, INC.
Street Address: 170 Noble Road E., Shiloh, Ohio 44878
Ohio EPA Solid Waste Facility Identification Number: CID: 36417
Facility Manager: Logan Miller
Phone Number: (800) 828-8171
Operating Hours: 7:00 AM - 4:00 PM
Disposal Price per ton charged by Facility: _____

BID FORM 3

Bidder's Representations and Warranties

Each Bidder, by submitting a Bid, represents and warrants to the City of Parma Heights the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, before submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal, and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal, and Recycling Services in compliance with all federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of the Residential Solid Waste Collection, Disposal, and Recycling Services.
4. Bidder will not discriminate, for any reason, against any person or employee, based on race, color, religion, sex, age, disability, national origin, or ancestry, in the hiring and supervision of employees for the performance of Residential Solid Waste Collection, Disposal, and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Material Recovery Facility, or legitimate Recycling Facility is in operation and, to the best of Bidder's knowledge, will remain in operation during the term of the Contract.
7. Bidder warrants that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than five (5) years.



Signature

William J. Rumpke, Jr. , President

Printed Name, Title

April 13, 2026

Date

(800) 828-8171

Customer Service Phone Number

BID FORM 4

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if a corporation makes the Bid, then by its Chief Officer.

STATE OF OHIO
COUNTY OF HAMILTON

CONTRACTOR William J. Rumpke, Jr., being first duly
(Name)
sworn, deposes, and says that he is President of
(Sole owner, partners, president, etc.)
RUMPKE OF OHIO, INC.
(Company name)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed agreement; that all statements contained in such Bid are factual; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: William J. Rumpke, Jr.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

Subscribe and swear to before me this 13th
day of April, 2026

Gina M. Schueler
Notary Public

BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

The AFFIANT, being first duly sworn, states that they are the

President of Rumpke of Ohio, Inc.

Title and Name of Company

And that they or RUMPKE OF OHIO, INC.

Name of Company

was:

- (1) NOT CHARGED with any delinquent personal property taxes on the general tax list of individual property of Cincinnati, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services.

(OR)

- ~~(X) CHARGED with delinquent personal property taxes on the general tax list of individual property of Cincinnati, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services. The amount of the delinquent taxes and any due unpaid penalties and interest thereon is \$_____.~~

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

RUMPKE OF OHIO, INC.

William J. Rumpke, Jr.
William J. Rumpke, Jr., President

Sworn to before me, a Notary Public, this 13th day of April, 2026.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

Gina M. Schueler
Notary Public
My Commission Expires: 1/21/29

BID FORM 6

Attach Taxpayer Identification W-9 Form

(Rev. March 2024)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.



BID FORM 7

Day of The Week Collection and Identification of Additional Recyclable Materials

The City's current collection day is Wednesday.

If the Contractor is proposing to change the day(s) of collection, indicate here:

Monday

Tuesday

Wednesday

Thursday

Friday

Please LIST AT LEAST any "Recyclables" or "Mixed Recyclables" or "Recyclable Materials" to be accepted for collection in addition to cans (aluminum and steel); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic (bottles and jugs).

Please LIST the name and location of the companies to whom the recyclable materials generated from your "MRF" are sent (End Markets). Please identify by individual material.

Material	Materials Accepted in Curbside Program YES or NO	Company(ies) Receiving Processed Recyclables (End Markets)
Aluminum Cans	YES	Schupan & Sons - Kalamazoo, MI
Aluminum Cups	YES	Schupan & Sons - Kalamazoo, MI
Steel Cans	YES	I H Schlezinger - Columbus, OH
Mixed Paper	YES	Pratt Paper - Wapakoneta, OH
Box Board	YES	Pratt Paper - Wapakoneta, OH
Cardboard	YES	International Paper - Maysville, KY
Paper Cups	YES	Pratt Paper - Wapakoneta, OH
Cartons	YES	Pratt Paper - Wapakoneta, OH

BID Form 8

Price Sheet: Pricing for Collection, Disposal, and Processing Services

Instructions: Indicate in dollars and cents the total Residential Unit, per month bid price for all the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 96-gallon carts, weekly collection of Recyclables with the provision of 64-gallon carts, weekly collection of Yard Waste and Bulky Waste.
2. **Solid Waste Disposal:** price to deliver solid waste to a Solid Waste Landfill, including all waste disposal fees, all local, county, and state fees, and environmental fees.
3. **Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility, including all recycling processing fees.

All-inclusive pricing for a 3-year contract term with two one-year renewal options	
For Solid Waste and Recycling collection, Solid Waste disposal, and Recycling Processing services.	
Per Residential Unit, per month bid price	
Year 2027	\$ 19.75
Year 2028	\$ 20.34
Year 2029	\$ 20.95
Option Year 1 2030	\$ 21.58
Option Year 2 2031	\$ 22.23

BID FORM 9A

Price Sheet: Pricing for Additional Carts

Price for Additional Cart	
Indicate the price for delivery, collection, and disposal or processing to be charged if a resident requests an additional cart per Section II. A copy of this Invitation to Bid	
Recycle Cart	Solid Waste Cart
\$ 3.00 Per Month	\$ 3.00 Per Month

Price for Replacement Carts	
Indicate the price for delivery of lost or stolen carts exceeding a total of fifty (50)	
Recycle Cart	Solid Waste Cart
\$ 50.00	\$ 50.00

BID FORM 9B

Price Sheet: Pricing for Additional Container Services

Price for Container Services						
Indicate the cost per pull to be charged to the City for any additional collections requested by the City <u>not</u> specified in Section II, Item D, Table 2. Pricing is to remain static for the duration of the contract. Option years may be subject to a Consumer Price Index increase.						
Container Size						
Container Rental Fee				\$0.00		
Delivery Charge				\$0.00		
Contract Year	2-Yard	3-Yard	4-Yard	6-Yard	8-Yard	40-Yard Roll-Off
Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Year 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option Year 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option Year 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

BID FORM 9C

Price Sheet: Pricing for Container Services at Municipal Locations

Price for Container Services					
Indicate the cost to be charged to the City for any collections requested by the City specified in Section II, Item D, Table 2. Pricing is to remain static for the duration of the contract. Option years may be subject to a Consumer Price Index increase.					
Location	Solid Waste	Recycle	Frequency	Service Cost	Disposal Cost
City Hall 6281 Pearl Rd.	(2) 96-gallon carts	(1) 64-gallon cart	Weekly	\$ 0.00 / month	NA
Service Garage 6184 Pearl Rd.	(1) 40-yard roll off w/compactor		As needed 24 hour-notice to pick up	\$ 155.00 / pull	\$ 57.00 / ton
Parma Heights Fire Dept. 6184 Pearl Rd.	(1) 2-yard dumpster		Weekly	\$ 0.00 / pull	\$ 0.00 / ton
Cassidy Theater 6200 Pearl Rd.	(1) 2-yard dumpster		Weekly	\$ 0.00 / pull	\$ 0.00 / ton
Senior Center 9275 North Church Dr.	(1) 4-yard dumpster		Weekly	\$ 0.00 / pull	\$ 0.00 / ton
Various Receptacles (see EXHIBIT E)			Weekly	\$ 0.00 / month	NA

BID FORM 10

Disaster Management

The City of Parma Heights intends to be prepared to deal with the debris removal aspects of any natural or artificial disaster that generates significant amounts of debris that cannot be disposed of as part of the weekly service. Bidders shall submit a disaster management proposal that includes, but is not limited to, a detailed scope of services and the costs associated with each service level. The focus will be on prompt removal of both natural and artificial debris from or near the public right-of-way.

Included in this proposal should be a list of collection and waste-disposal methods, along with a timeframe for response. A list of references for both the bidder and any proposed subcontractors should be included in the proposal. An explanation of general emergency waste collection experience and knowledge of FEMA reporting requirements should be delineated.

This service, and any associated costs, shall be initiated at the sole request of the City. Billing for these services shall be separate from all other billing.

Rumpke Waste & Recycling

CITY OF PARMA HEIGHTS, OHIO

RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES
BID

DISASTER MANAGEMENT PLAN

If awarded the contract for waste services for the City of Parma Heights, Rumpke of Ohio, Inc. would work closely with the City in the event of disaster. Proposed services would be a compactor truck with curbside collection for all residences. Rumpke will work with the City to determine the number of vehicles/labor and time needed based on the situation and at the City's direction.

Hourly Charge for a Truck/Driver: \$250.00 Per Hour

Charge for Disposal Per Ton: \$57.00 Per Ton



www.rumpke.com | 1-800-828-8171



BID BOND

Each Bid must contain all Bid Forms and be accompanied by a separate Bid Bond payable to the City of Parma Heights in the amount of ten percent (10%) of the first-year Bid price (collection only) as security that, if the Bid is accepted, the Bidder will perform the work. Please attach.

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, That we, Rumpke of Ohio, Inc.

of 3990 Generation Drive, Cincinnati, OH 45251 (hereinafter called the Principal),

as Principal, and Atlantic Specialty Insurance Company

(hereinafter called the Surety), as Surety, are held and firmly bound unto City of Parma Heights

6281 Pearl Road, Parma Heights, OH 44130

(hereinafter called the Obligee) in the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 30th day of March, 2026.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the

Obligee on a contract for Residential Solid Waste Collection, Disposal and Recycling Services Bid

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Rumpke of Ohio, Inc.
Principal

By William J. Rumpke, Jr.
William J. Rumpke, Jr., President

Atlantic Specialty Insurance Company
By Jessica Hernandez
Jessica Hernandez
Attorney-in-Fact



Effective Date: June 30, 1999

Expiration Date: April 1, 2026

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

ATLANTIC SPECIALTY INSURANCE COMPANY

NAIC No. 27154

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew-Stated Reasons (A&H)
Commercial Auto - Liability	Ocean Marine
Commercial Auto - No Fault	Other
Commercial Auto - Physical Damage	Other Accident only
Credit	Other Liability
Credit Accident & Health	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Fire	Private Passenger Auto - Physical Damage
Glass	Surety
Group Accident & Health	Workers Compensation
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



Power of Attorney

Principal: Rumpke of Ohio, Inc.
Obligee: City of Parma Heights

Surety Bond No: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jessica Hernandez, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

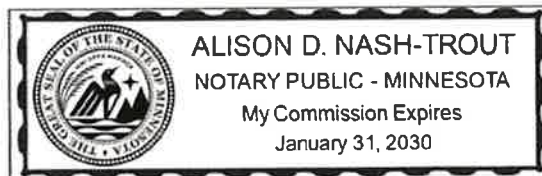
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 30th day of March, 2026.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

CITY OF PARMA HEIGHTS
ADDENDUM NO. 1
Residential Solid Waste Collection, Disposal, and Recycling Services

Issue Date: Friday April 3, 2026

This Addendum is issued to provide responses to questions received from prospective bidders. All bidders shall acknowledge receipt of this Addendum in their bid submission. This Addendum becomes part of the Contract Documents.

Question 1: Contract Term and Renewal Options

Clarification is requested regarding the contract renewal provisions, including whether renewal options are at the sole discretion of the City and to address consistency between Sections referencing the two (2) one-year renewal terms.

Response: The City intends to maintain renewal options at its sole discretion. The Contract will be revised to ensure consistency between all sections referencing the two (2) one-year renewal options.

Question 2: Estimated Tonnage

Clarification is requested regarding the estimated annual tonnage, as the total stated differs from the amounts reflected in the breakdown table.

Response: The tonnage figures provided are estimates for bidding purposes only and are not guaranteed. Variations may occur due to seasonal fluctuations and reporting differences. Bidders are encouraged to rely on their own due diligence.

Question 3: Homestead Exemption

Clarification is requested regarding the administration of the Homestead Exemption cart program, including how qualifying properties are identified, how the Contractor will be notified, and whether there are any jurisdictional differences affecting eligibility.

Response: The City will provide the Contractor with a list of qualifying addresses at the start of the contract and will update this list periodically. The Contractor is not responsible for determining eligibility. The program referenced is the State of Ohio Homestead Exemption program.

Question 4: Appliances and Freon Removal

Clarification is requested regarding the requirement for removal of refrigerants from appliances, including whether pre-removal by residents may be permitted.

Response: The City will allow refrigerant-containing appliances to be set out only if refrigerant has been properly removed and the appliance is tagged or certified accordingly. The Contractor remains responsible for ensuring compliance with all applicable environmental regulations.

Question 5: Bulky Items and Excess Waste

Clarification is requested regarding bulky waste and excess waste collection requirements, including applicable volume or item limits and handling requirements for items such as mattresses and upholstered furniture.

Response: The City has identified that certain language related to bulky waste and excess waste was inadvertently placed in the incorrect section of the bid documents. The City will revise the language to clarify service limits. Bulky waste collection shall be limited to a maximum of six (6) items per week per household. Mattresses, box springs, and upholstered furniture must be wrapped in plastic and sealed prior to collection. These requirements reflect standard residential waste generation practices and shall be communicated to residents through the Contractor's educational materials.

Question 6: Disaster Management

Clarification is requested regarding the evaluation of disaster management services, including whether this component will be a factor in bid award and the level of detail required in the proposal.

Response: Disaster management will not be a primary factor in determining the lowest and best bid but will be evaluated for responsiveness and capability. The City is primarily seeking defined response methods, timelines, and unit pricing (e.g., container rates and debris removal).

Question 7: Recycling Cart Labeling Requirements

Clarification is requested regarding whether recycling cart labeling requirements apply to existing carts if the current contractor is retained.

Response: The requirement for recycling cart labeling applies to all carts in service under the Contract. If existing carts already contain labels that meet the City's current standards, replacement will not be required. However, the City reserves the right to require updated labeling if existing labels are missing, damaged, or inconsistent with the City's approved recycling program.

Question 8: Alternative Communication Methods

The Contractor requests consideration of allowing digital communication methods in place of, or in addition to, the required mailed educational materials.

Response: The City will maintain the requirement for a city approved annual mailed brochure to ensure all residents receive consistent and accessible information. The

Contractor may supplement this requirement with digital content, including materials for the City's website and electronic notifications, subject to City approval.

Question 9: Clarification on Excess Waste Collection Requirements

The Contractor requested clarification regarding the apparent conflict between container-only collection requirements and the provision for excess bagged waste collection.

Response: The City acknowledges the need for clarification. The intent of the Contract is that the Contractor shall collect excess bagged waste placed outside of the cart, subject to reasonable residential limits. The City will revise the language to clarify that excess waste collection is permitted but limited to a maximum of six (6) items or equivalent per week per household.

Question 10: Record Keeping Requirements Modification

The Contractor requests modification of the requirement to report all non-set-out units, and proposes reporting only patterns of non-participation or service-related concerns.

Response: The Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

Question 11: Bond Requirements

Clarification is requested regarding the performance bond requirements, including acceptable bond forms, the scope of coverage, and the inclusion of penal sum (limit of liability) provisions.

Response: Bidders shall comply with the performance bond requirements as set forth in the bid documents.

Question 12: Bid Form 7

The City has identified that a portion of Bid Form 7 was inadvertently omitted from the bid documents. The corrected Table is provided below and shall replace the original table in its entirety. Bidders shall base their proposals on the revised table provided herein.

Material	Materials Accepted in Curbside Program YES or NO	Company(ies) Receiving Processed Recyclables (End Markets)
Aluminum Cans	YES	Schupan & Sons - Kalamazoo, MI
Aluminum Cups	YES	Schupan & Sons - Kalamazoo, MI
Steel Cans	YES	I H Schlezinger - Columbus, OH
Mixed Paper	YES	Pratt Paper - Wapakoneta, OH
Box Board	YES	Pratt Paper - Wapakoneta, OH
Cardboard	YES	International Paper - Maysville, KY
Paper Cups	YES	Pratt Paper - Wapakoneta, OH
Cartons	YES	Pratt Paper - Wapakoneta, OH
Glass Bottles and Jars	YES	Johns Manville - Defiance, OH
PET Plastic Bottles	YES	Phoenix Technologies - Bowling Green, OH
HDPE Plastic Jugs	YES	Green Line Polymers - Findley, OH
PP Plastic Tubs	YES	PureCycle - Ironton, OH
PP Plastic Fast Food Cups	YES	PureCycle - Ironton, OH
Other plastic (describe)		
Other materials (describe)		

ADDENDUM ACKNOWLEDGMENT FORM

Project: Residential Solid Waste Collection, Disposal, and Recycling Services

Owner: City of Parma Heights


The undersigned Bidder hereby acknowledges receipt of the following

Addendum/Addenda:

Company Name: RUMPKE OF OHIO, INC.

Authorized Representative: William J. Rumpke, Jr.

Title: President

Signature: 

Date: April 10, 2026

Rumpke Waste & Recycling

CITY OF PARMA HEIGHTS, OHIO

RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID

IMPLEMENTATION PLAN

Rumpke has worked with hundreds of communities to successfully introduce and implement waste and recycling programs. From communicating changes to residents and businesses, to skillfully designing efficient routes, to delivering thousands of waste and recycling containers to customers, Rumpke's team works with municipalities to ensure a successful launch/transition of a waste and recycling program.

Rumpke recommends the following implementation plan:

May 2026 – Contract is Awarded

- Rumpke will meet with the City to review the new program and verify services.
- Rumpke will place an order for trash and recycle carts.

June-July-August 2026

- Rumpke will confirm the delivery and receipt by the City of our proof of insurance, proof of workers compensation coverage, and the required performance bond.

- Rumpke will update customer information and review route information with the City.
- Rumpke will work with the City to prepare draft communications pieces including social media posts and direct mailer brochures.

September-October 2026

- Rumpke will identify the number of vehicles, make, year and model, and type of vehicle that will be used for service. Rumpke will also verify all drivers have completed the required training.

- Rumpke will continue meeting with the City to review the new program.

November-December 2026

- Rumpke will provide a sample brochure for review by the City.
- Following approval, Rumpke will mail the finalized brochure to each Residential Unit.
- Rumpke will deliver trash carts to each residential unit and verify when completed.

January 1, 2027

- Rumpke service starts.



Experience Statement

Our Story

Rumpke Waste & Recycling is one of the largest waste and recycling firms in the United States. The company began in 1932, when William F. Rumpke operated a coal and junkyard business in Carthage, Ohio, which later morphed into a hog farm. William, with help from his brother Bernard, collected garbage from business owners to feed their large hog stock. As the years passed, William and Bernard converted their hog farm into a trash collection business and created the company's first landfill. Today, the company is managed by William Rumpke's grandson, President & CEO William Rumpke Jr., along with other family members, an outside board of directors and a corporate management team.



Over the years, Rumpke has increased its service area to become one of the largest, privately-owned waste and recycling service providers in the nation, serving millions of residential, commercial and industrial customers throughout the United States.



Rumpke continues to grow through acquisitions, organic opportunities and investments in technology. Today, the company owns or operates 16 landfills and 16 recycling centers serving customers throughout Ohio, Kentucky, Indiana, Illinois and West Virginia.

With a fleet of more than 2,300 hauling vehicles and a workforce of approximately 4,400 employees, Rumpke is a leader in environmental solutions. After almost 100 years, Rumpke remains a strong player in the industry, serving about 2 million residential and commercial customers, and nearly 500 municipal contracts daily.

One of Rumpke's other divisions, The William-Thomas Group, also services national accounts using a nationwide network of more than 5,000 waste haulers.

Rumpke's first landfill is one of the largest Sub-Title D landfills in the United States, accepting up to 12,500 tons of trash daily. The landfill is located in Colerain Township (near Cincinnati), and serves as the company's corporate headquarters. Rumpke owns or operates the following landfills:

- Athens-Hocking Landfill (Nelsonville, Ohio)
- Bartholomew County Landfill (Columbus, Indiana)
- Beech Hollow Landfill (Wellston, Ohio)
- Bond Road Landfill (West Harrison, Ohio)
- Brown County Landfill (Georgetown, Ohio)
- Boyd County Sanitary Landfill (Ashland, Kentucky)
- Crawford County Landfill (Bucyrus, Ohio)
- Effingham County Landfill (Effingham, Illinois)
- Henry County Landfill (New Castle, Indiana)
- Jackson County Landfill (Medora, Indiana)
- Lake County Landfill (Painesville, Ohio)
- Montgomery County Landfill (Mt. Sterling, Kentucky)
- Noble Road Landfill (Shiloh, Ohio)
- Pendleton County Landfill (Butler, Kentucky)
- Pike Sanitation Landfill (Waverly, Ohio)
- Rumpke Sanitary Landfill (Colerain Township, Ohio, near Cincinnati)



Rumpke Waste & Recycling

Commitment to Sustainability

Rumpke works with businesses, industries, residents, communities and municipalities to start and sustain successful waste diversion and recycling programs. Rumpke's first recycling location was established in 1941 in Southwestern Ohio. The operation was primitive compared to today's recycling technologies, and consisted mostly of manual sorting.

In 1989, Rumpke purchased a recycling operation in Pickaway County, Ohio. This purchase—which marked the start of Rumpke's official recycling division—was followed by a second site in Cincinnati in 1991. Dual-stream facilities opened in Columbus and Dayton, Ohio, Louisville and Ashland, Kentucky, and Indianapolis, Indiana, throughout the 1990s. The facilities met a critical demand for communities seeking to divert material from landfills.

As the recycling industry grew, Rumpke remained at the forefront and continued investing in the latest technologies. Today, Rumpke provides the regional framework necessary to serve residential, commercial and industrial customers.

Rumpke owns and operates three of the most advanced recycling facilities in the nation, including the Rumpke Recycling & Resource Center in Columbus, Ohio, a glass processing site in Dayton, Ohio, and Rumpke Recycling in Cincinnati, Ohio. These advanced facilities make Rumpke a regional recycling leader.



Via positive negotiations, Rumpke has secured long-term and stable marketing agreements with regional, domestic manufacturers that purchase recyclables for use as raw materials. Rumpke's end-user network is further assurance that items collected and processed by Rumpke are being recycled and put to good use.

Rumpke offers complete environmental solutions including much more than earth-friendly disposal and recycling services. Rumpke services also include composting (where available), construction recycling and e-waste and universal waste hauling options for recycling.

Rumpke is even making a difference at its landfills. At Rumpke Sanitary Landfill, near Cincinnati, the company recovers landfill gas and converts it into natural gas energy for more than 30,000 homes. The operation is the largest landfill gas to direct pipeline energy system in the world, and it's been in operation since 1986. Rumpke also boasts landfill gas to energy systems at eight other landfills producing energy for more than 70,000 homes and businesses.



Rumpke works to make sustainability common practice throughout company operations by educating employees and implementing practices to conserve water, construction materials and fuel. Today, Rumpke recycles more than a million tires annually, using them as drainage layers or separation barriers for landfills.

In 2011, the firm opened compressed natural gas filling stations and began a pilot program to run garbage trucks on green energy. Today, Rumpke's compressed natural gas fleet has grown to more than 600 vehicles and compressed natural gas fueling stations can be found at Rumpke's Cincinnati and Columbus, Ohio locations as well as at its site in Louisville, Kentucky.

Rumpke is also a leader in transparency, community outreach and education. Thousands of visitors tour Rumpke sites each year to learn more about proper waste and recycling practices and environmental protection. The firm offers presentations and hosts open houses to teach the public about the components of a complete environmental solution.



www.rumpke.com | 1-800-828-8171



Rumpke Waste & Recycling

Compliance

Rumpke's Engineering and Environmental Affairs Division oversees landfill regulatory compliance, environmental monitoring, planning and design, and construction management. Rumpke's engineers, environmental scientists and technicians work with consultants to meet or exceed all compliance standards set forth by local, state and federal regulators.

Staying Safe

Safety is a top priority at Rumpke. Rumpke and its divisions employ a Corporate Safety Department with members working throughout Rumpke's service regions. The safety team consists of Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA), Fire Prevention and Loss Control departments, as well as site safety supervisors. Beyond conducting compliance and safety audits, the team presents initial and continuing education opportunities for all Rumpke employees.

Monthly in-service meetings highlight seasonal safety issues, and throughout the year specialized courses are developed and implemented. Techniques are learned, practiced, observed and evaluated for continuous improvement.

Rumpke divisions strive to comply with all OSHA, DOT, EPA and other related regulations. Employees attend new hire, annual and in-service safety and health training for the tasks they are assigned to perform.

Strong Foundation Provides Best Service & Overall Customer Experience

The Rumpke family's involvement, a well-trained and expert staff, and the best technology available combine to ensure a wonderful experience for customers. Rumpke's commitment to providing the best service available at a fair price is an advantage that encourages customers such as, Procter & Gamble, Duke Energy Corp., Columbus Blue Jackets, Cincinnati Reds, Yum Brands, U.S. Postal Service, the Cleveland Browns and Home City Ice to count on Rumpke to manage all their waste and recycling needs.

Learn More About Rumpke



www.rumpke.com | 1-800-828-8171

Customer Reviews

Mt. Sterling District Office: 5 Star

"Excellent service. The cans are always put back neatly. Always on time." – Nov. 26, 2024

West Area Office: 5 Star

"I have always had great experience with Rumpke. I highly recommend them to all. You can count on them to get the job done." – Jan. 23, 2025

Greenville Transfer Station & Truck Depot: 5 Star

"Have had Rumpke for many years. Always on time, they do an excellent job and they go that extra mile for you when you need them too. Always very pleasant on the phone and helpful." – Dec. 5, 2024

Louisville District Office: 5 Star

"Service is really good and dependable. They keep us well informed if there are changes in the schedule." – Jan 19, 2025

Harvard Avenue Transfer Station: 5 Star

"Never had anything but great service and I appreciate the reminder texts around all the holidays." – Nov. 18, 2024

East Area Office: 5 Star

"The gentlemen that man the trucks in our neighborhood are terrific. I am a senior citizen and they make sure the cans can be easily accessed after they pick up the trash. This is greatly appreciated." – Jan. 15, 2025

Dayton Hauling Office: 5 Star

"I continue to be impressed with the excellent service Rumpke provides on a weekly basis. They do a great job of picking up any and all items very efficiently. They almost always arrive within a few minutes of picking up our trash around the same time each week." – Jan. 23, 2025

Ohio Valley District: 5 Star

"Very dependable. I like the text messages around holiday schedules. Friendly staff." – Jan. 3, 2025



UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show RUMPKE OF OHIO, INC., an Ohio corporation, Charter No. 1042894, having its principal location in Cincinnati, County of Hamilton, was incorporated on October 15, 1998 and is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 16th day of January, A.D. 2025.

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202501600746

Rumpke Consolidated Companies, Inc. and Subsidiaries

Consolidated Financial Statements as of and for
the Years Ended December 31, 2024 and 2023,
and Independent Auditor's Report

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders of
Rumpke Consolidated Companies, Inc. and Subsidiaries:

Opinion

We have audited the consolidated financial statements of Rumpke Consolidated Companies, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations and comprehensive income, stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement

resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte + Touche LLP

April 18, 2025

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2024 AND 2023 (Amounts in thousands)

	2024	2023		2024	2023
ASSETS					
CURRENT ASSETS:					
Cash	\$ 10,634	\$ 11,330	Accounts payable and other liabilities	\$ 95,065	\$ 83,652
Investments in marketable equity securities—at fair value	7,651	6,345	Accrued expenses	59,891	46,256
Accounts receivable—less allowances for credit losses of \$2,803 and \$959 in 2024 and 2023, respectively	84,894	83,594	Unearned revenues	34,095	31,103
Parts and supplies	22,004	19,269	Current portion of long-term debt	29,317	26,503
Prepaid expenses and other assets	7,053	7,150	Total current liabilities	218,368	187,514
Total current assets	132,236	127,688	LONG-TERM DEBT—Less current portion	682,677	563,549
			ASSET RETIREMENT OBLIGATIONS	131,046	117,792
PROPERTY AND EQUIPMENT:					
Land and land improvements	844,885	733,856	OTHER LIABILITIES:		
Buildings and building improvements	257,089	172,502	Accrued pension	31,755	49,566
Equipment and fixtures	1,387,695	1,193,650	Other liabilities	22,093	26,218
Construction in progress	23,553	145,009	Total other liabilities	53,848	75,784
Total property and equipment	2,513,222	2,245,017	Total liabilities	1,085,939	944,639
Less accumulated depreciation and amortization	(1,446,955)	(1,325,724)	COMMITMENTS AND CONTINGENCIES (Note 13)		
Total property and equipment—net	1,066,267	919,293	STOCKHOLDERS' EQUITY:		
			Capital stock	110	110
OTHER ASSETS:			Treasury stock	(162,349)	(162,349)
Goodwill	65,435	42,103	Accumulated other comprehensive loss	(27,671)	(43,105)
Intangible assets—finite life	44,721	38,079	Note receivable	(12,711)	(10,657)
Other assets	19,848	21,910	Retained earnings	445,460	421,447
Total other assets	130,004	102,092	Total Rumpke Consolidated Companies, Inc. and Subsidiaries stockholders' equity	242,839	205,446
			Noncontrolling interest	(271)	(1,012)
			Total stockholders' equity	242,568	204,434
TOTAL	\$ 1,328,507	\$ 1,149,073	TOTAL	\$ 1,328,507	\$ 1,149,073

See notes to consolidated financial statements.

RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(Amounts in thousands)

	2024	2023
REVENUES:		
Hauling and collection	\$ 920,720	\$ 847,270
Disposal	95,848	88,721
Sale of recyclables	84,804	51,287
Transfer	49,700	51,544
Other revenues	46,659	45,030
Total revenues	<u>1,197,731</u>	<u>1,083,852</u>
OPERATING EXPENSES	779,235	728,542
DEPRECIATION AND AMORTIZATION	186,986	162,543
SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES	<u>131,652</u>	<u>91,164</u>
Total operating expenses	<u>1,097,873</u>	<u>982,249</u>
OPERATING INCOME	<u>99,858</u>	<u>101,603</u>
OTHER (EXPENSE) INCOME:		
Interest expense	(31,765)	(22,793)
Net gain on sale of assets	412	89
Unrealized (loss)/gain on financial contracts	1,217	(1,434)
Miscellaneous—net	<u>1,094</u>	<u>(1,041)</u>
Total other expense—net	<u>(29,042)</u>	<u>(25,179)</u>
INCOME BEFORE INCOME TAXES AND NONCONTROLLING INTEREST	70,816	76,424
INCOME TAX EXPENSE	<u>1,664</u>	<u>1,320</u>
NET INCOME	69,152	75,104
NET INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>741</u>	<u>(619)</u>
NET INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>68,411</u>	<u>75,723</u>
NET INCOME, INCLUDING NONCONTROLLING INTEREST	69,152	75,104
OTHER COMPREHENSIVE INCOME	<u>15,434</u>	<u>10,807</u>
COMPREHENSIVE INCOME	84,586	85,911
COMPREHENSIVE INCOME (LOSS) ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>741</u>	<u>(619)</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO RUMPKE CONSOLIDATED COMPANIES, INC. AND SUBSIDIARIES	<u>\$ 83,845</u>	<u>\$ 86,530</u>

See notes to consolidated financial statements.

REFERENCES

The following are provided as references for whom Rumpke currently provides similar services:

Community References

- CITY OF BROADVIEW HEIGHTS
9543 Broadview Road
Broadview Heights, Ohio 44147
Contact: David Schroedel, Director of Public Service – (440) 526-4357
Scope of Services: Residential solid waste and curbside recycling collection provided to more than 7,100 households
Contract Term: 8/1/23 to 7/31/28
- CITY OF AURORA
130 S. Chillicothe Road
Aurora, Ohio 44202
Contact: Harry Stark, Director of Public Services – (330) 995-9120
Scope of Services: Residential solid waste collection provided to more than 5,960 households
Contract Term: 1/1/22 to 12/31/27
- CITY OF WESTLAKE
27700 Hillard Boulevard
Contact: Chris Stuhm, Public Services Department – (440) 835-6432
Scope of Services: Residential solid waste and recycling collection provided to more than 10,958 households
Contract Term: 8/1/25 to 7/31/26
- CITY OF PARMA
6611 Ridge Road
Parma, Ohio 44129
Contact: Tony Vannella, Service Director (440) 885-8000
Scope of Services: Residential solid waste collection and curbside recycling provided to approximately 30,228 households
Contract Term: 2/1/26 to 1/31/31
- VILLAGE OF GATES MILLS
1470 Chargin River Road
Gates Mills, Ohio 44040
Contact: Beth DeCaptie, Clerk – (440) 423-4405
Scope of Services: Rear door residential solid waste and curbside recycling collection provided to more than 900 households
Contract Term: 1/1/25 to 12/31/27

Bank Reference

- JP MORGAN CHASE, NA
8044 Montgomery Road
Cincinnati, Ohio 45236
Contact: Daniel Orem, Vice-President – (513) 985-5039

In addition, Rumpke provides solid waste and/or recycling services for approximately 350 communities within the State of Ohio. More than 480 municipalities and/or governmental agencies are serviced on a contractual basis companywide.



Statement of Qualifications

Statement of Qualifications

Rumpke's Cleveland Region

Background

Rumpke's Cleveland Region was established in 2009 and includes:

- Lake County Landfill operated for Lake County, Ohio
- Noble Road Landfill in Mansfield, Ohio
- Hauling operations, maintenance facility and administrative offices in Broadview Heights and Mansfield, Ohio
- Recycling/transfer station in Richland County, Ohio
- Transfer stations in Cuyahoga County (Broadview Heights Transfer Station and Harvard Road Transfer Station)
- Recycling/transfer station operated for Medina County, Ohio
- Recycling plant, City of Akron

Equipment

Rumpke's Cleveland Region has a fleet of more than 220 trucks, including roll off, front load and rear load for both waste and recycling collection.

Employment

The Region employs about 380 employees including drivers, equipment operators, mechanics, general laborers, commercial and municipal sales representatives, managers and administrative personnel.

Service Offerings

Rumpke's Cleveland Region facilities offer comprehensive waste removal, disposal and recycling options to residential, commercial and industrial customers.

Services include municipal solid waste removal and disposal, roll off containers, commercial containers, compactors and residential and commercial recycling collection where available.

Service Territory

Rumpke's Cleveland Region provides service to communities in businesses in the following Ohio counties:

- Ashland
- Cuyahoga
- Holmes
- Huron
- Knox
- Lake
- Lorain
- Medina
- Morrow
- Portage
- Richland
- Sandusky
- Seneca
- Stark
- Summit
- Wayne

Municipal Contracts

Rumpke's Cleveland Region provides contracted residential waste removal services, curbside recycling and drop-off box recycling programs for over 50 municipalities and solid waste districts within its service footprint.

Key Personnel

Key management personnel for Rumpke's Cleveland Region include the following:

- Andrew Rumpke, President
- Thomas Rose Jr., Vice President
- Jeremy Yeager, Region Sales Manager
- Garrett Looney, Assistant Sales Manager
- Jeffrey Snyder, Vice President, Recycling & Sustainability
- Joseph Schoffstall, Municipal/Public Sector Representative
- Dave Pagani Jr., Noble Road Landfill Manager
- Jeremy Wandall, Mansfield Operation Manager
- Stephen Dunlap, Cleveland Operations Manager
- Montgomery Napier, Richland County Transfer/ Recycling Facility Manager
- Steve Weber, Broadview Heights & Harvard Road Transfer Station Manager
- Sarah Gramyka, Medina Plant Manager
- Rich Chandler, Industrial Waste Disposal/Third Party Disposal



www.rumpke.com | 1-800-828-8171





Waste & Recycling

HOLIDAY SCHEDULE

Holidays that will affect your Rumpke service day:

- New Year's Day
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Christmas Day

If the date of the actual holiday is the day-of or a weekday before your service day: Service will be delayed 1 day that week.

If the date of the actual holiday is on a weekday after your service day or on Saturday or Sunday: Service will occur as scheduled.

Visit www.rumpke.com for a complete holiday schedule.



Waste & Recycling

Notification Plan – Stickers

Curbside Solid Waste Collection

Please visit us at www.rumpke.com or call us directly at 1-800-828-8171.

We're sorry; however, we are unable to service your account today because:

Payment

- Non-payment, there is an outstanding balance on your account.
- You are not registered as a Rumpke customer.

Containers & Collection

- This container requires a one-time use sticker.
- The container is unacceptable size; it exceeds the acceptable gallon limit.
- The container is an improper container—Drums, barrels, yard receptacles or other non-waste containers are not acceptable.
- The weight of your container exceeds the maximum allowable weight.
- The amount of waste at the curb exceeds allowable limits.
- Access to your container was blocked (trees, signs, cars, mailboxes, construction, etc.).
- Bulk items require special scheduled collection.
- Your trash or recycling was not placed at the curb the night before scheduled collection.

Yard Waste Collection

- Local law prevents Rumpke from collecting yard waste mixed with trash.
- Loose material must be bundled into proper lengths and widths.
- Plastic bags cannot be placed with yard waste materials.
- Separate yard waste collection is not available in your area.

Unacceptable Items

- Combustible/liquid materials are not accepted.
- Fluorescent bulbs are not accepted.
- Chlorofluorocarbon (CFC) containing appliances are not accepted.
- Other: _____

Thank you for choosing Rumpke. We appreciate your attention to this matter and your business.



Recycling Collection

Please visit us at www.rumpke.com or call us directly at 1-800-828-8171.

We're sorry; however, we are unable to service your account today because:

Your recycling container included an unacceptable amount of contamination (waste material). Please review a complete list of acceptable recyclables below or visit www.rumpke.com anytime for more information.

Residents can recycle the following items:

- Plastic bottles and jugs
- Glass bottles and jars
- Aluminum cans
- Steel cans and lids
- Paperboard (like cereal boxes)
- Cardboard
- Office paper
- Envelopes and junk mail
- Newspapers, magazines and inserts
- Telephone books and catalogs
- Cartons



Thank you for recycling. Rumpke appreciates your business.



XXX RESIDENTS
 Important information about your trash
 and recycling services enclosed.

See inside for details.

1-800-828-8171 | www.rumpke.com



SAMPLE

819 Island Rd.
 Circleville, OH 43113

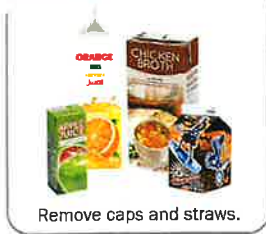


PLEASE RECYCLE THE FOLLOWING ITEMS:

PAPER



CARTONS



METAL CANS & CUPS



PLASTICS

Bottles, jugs, tubs & cups



GLASS BOTTLES & JARS



Please place your recycling cart at the curb the evening before your scheduled collection day. Items should be placed loose into recycling carts. Make your recycling efforts count and leave out plastic bags, batteries and clothing. Visit www.rumpke.com for more recycling dos and don'ts.



XXX RESIDENTS

CONTACT INFORMATION



CALL
1-800-828-8171



EMAIL
service.cir@rumpke.com



WEBSITE
www.rumpke.com

HOLIDAY SCHEDULE

- ▶ If the holiday falls on a weekday on or before your regular service day, collection will be delayed one day.
- ▶ If the holiday falls on Saturday or Sunday, collection will NOT be delayed.
- ▶ Visit www.rumpke.com for holiday schedules and weather updates.

Observed Holidays:

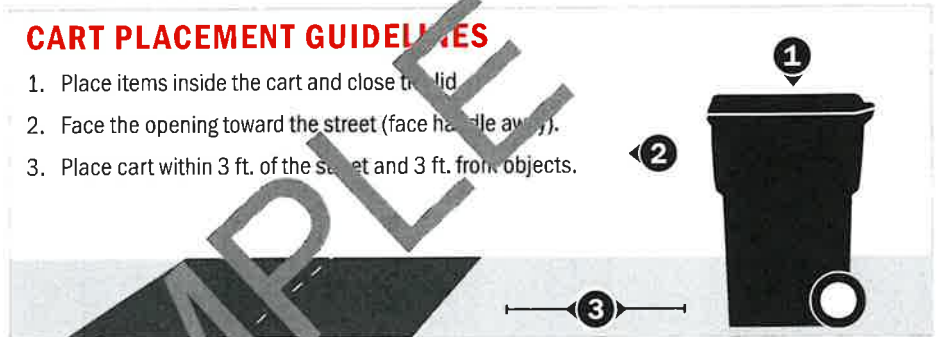
- ▶ New Year's Day
- ▶ Memorial Day
- ▶ Independence Day
- ▶ Labor Day
- ▶ Thanksgiving Day
- ▶ Christmas Day

TRASH AND RECYCLING SERVICE GUIDELINES

- Residents will be billed \$XX.XX per month for trash and recycling.
- All trash must be placed at the curb for pick-up. Trash and recycling must fit inside the Rumpke-issued carts for pick up. Residents may set out an additional 6 bags or three 32-gallon carts of trash.
- Please do not place household hazardous waste such as batteries, paint, tires, pool chemicals, propane tanks and syringes in your trash or recycling. These items pose an immediate fire and safety hazard and potential long-term environmental hazard.
- Set out trash and recycling the evening before your service day.
- Place your recycling loose inside the cart—DO NOT bag recyclables.
- Place yard waste with your trash.

CART PLACEMENT GUIDELINES

1. Place items inside the cart and close the lid.
2. Face the opening toward the street (face handle away).
3. Place cart within 3 ft. of the street and 3 ft. from objects.



BULKY ITEMS

Rumpke will collect bulky items such as appliances, mattresses, box springs, sofas, large furniture items, etc. weekly on your service day.

- Upholstered items including sofas and mattresses must be wrapped in a sealable plastic.
- Residents do not need to call ahead to schedule bulk pickup.

Please bundle branches and bag leaves or grass clippings before placing in your trash.

PLEASE RECYCLE THE FOLLOWING ITEMS:

PAPER



Cardboard should fit inside cart.

PLASTICS

Bottles, jugs, tubs and cups



Reattach lid. Yogurt and fruit cups OK.

METAL CANS & CUPS



Non-hazardous, non-flammable material only.

GLASS BOTTLES & JARS



Any color.

CARTONS



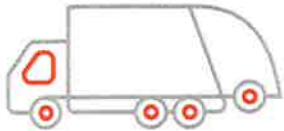
Remove caps and straws.

Items should be placed loose into recycling carts. NO plastic bags or bagged material. Make your recycling efforts count and leave out plastic bags, batteries and clothing. Visit www.rumpke.com for more recycling dos and don'ts.



RUMPKE WASTE & RECYCLING'S *Sustainable Services & Innovations*

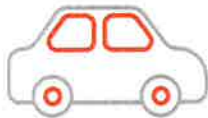
RUMPKE'S CNG FLEET



580 CNG TRUCKS

in Cincinnati, Columbus, Dayton,
Lima and Louisville

Using clean natural gas instead of
gasoline or diesel is equivalent to:



9,103 CARS

taken off the road



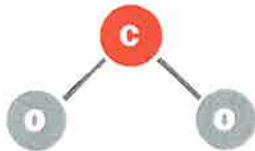
14,328 TONS

of waste recycled



695,353

trees planted



43,143 METRIC TONS

of CO₂ removed

TIRE RECYCLING



1.5 MILLION

tires shredded and
recycled annually for
use in our drainage
layer at Rumpke
Sanitary Landfill

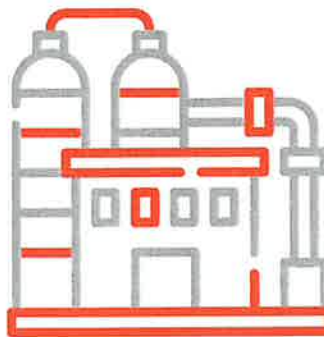
WHEEL WASHES

Our wheel washes are closed systems

We recycle the
water through
multiple ponds
allowing the
sediment to
settle out prior
to reuse



LANDFILL GAS RECOVERY

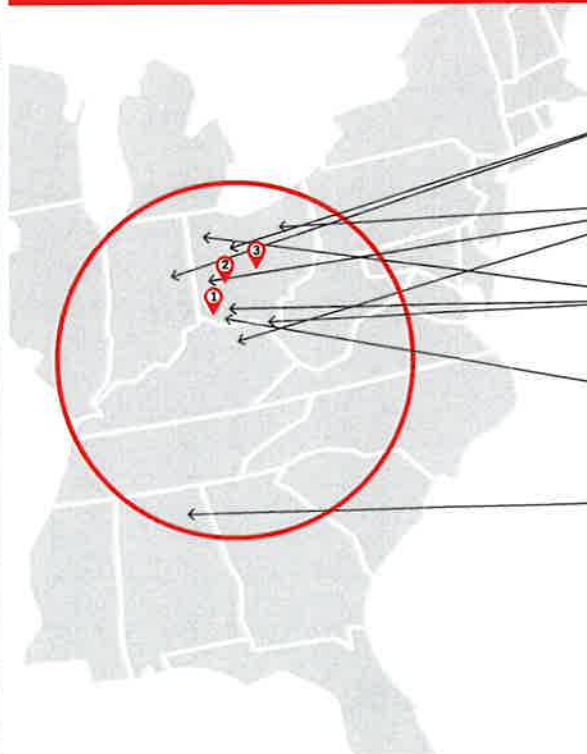


Supplying energy for more than

**50 THOUSAND
HOMES**

**1
BILLION
POUNDS**
of recyclables
between 13 recycling
facilities processed
annually

80% OF THE MATERIAL RUMPKE PROCESSES STAYS IN OHIO



WHERE YOUR MATERIAL GOES:



Glass



Paper/Cardboard



Plastics



Steel



Aluminum

KEY

- 1 Rumpke Cincinnati Material Recovery Facility
- 2 Rumpke Dayton Glass Processing Facility
- 3 Rumpke Columbus Material Recovery Facility
- o 250-mile Radius Material Travels

2023
**BEST
MANAGED
COMPANIES**
GOLD WINNER

RUMPKE



Waste & Recycling

UNACCEPTABLE ITEMS LIST

- Aerosols
- Ammunition
- Any listed wastes in Title 40 Code of Federal Regulations part 261
- Appliances containing refrigerant and/or Freon
- Asbestos
- Batteries
- Chemicals
- Cleaning Products
- Corrosive, flammable, reactive, explosive, toxic, or otherwise hazardous materials
- Corrosives & Solvents
- Dead Animals
- Dirt/soil and contaminated dirt/soil
- Dry wall, concrete, bricks, dirt and rocks.
- Empty containers including drums, tanks, 5-gallon pails, aerosol cans
- Explosives
- Fluorescent light bulbs, lamps and ballasts
- Hazardous Waste
- Hospital Beds
- Liquids
- Manufacturing/process waste—sludge, sand, dust, filters, shot blast, various paint Wastes
- Medical/infectious/biohazard waste
- Motor Oil
- Obsolete chemicals/products
- Paints & Stains
- PCB waste 50 ppm or above
- Pesticides, herbicides, and fertilizers
- Pool Chemicals
- Products with Mercury
- Propane Tanks
- Radioactive waste
- Rags, absorbent, and other materials impacted with paint, cleaners, or chemicals
- Spill cleanup materials
- Tires
- TV's greater than 32 inches



Waste & Recycling

LARGE AND/OR BULKY ITEM LIST

Air Conditioner (Window)**
Automobile Parts (Per Container, Subject to 50 lb. limit)
Bathtub
Box Springs
Bulk Construction Material (Per Container Subject to 50 lb. limit)
Chair (Upholstered)***
Chair (Wood/Metal)
Dehumidifier**
Dishwasher
Dryer
Freezer**
Holiday Tree
Hot Water Tank
Incinerator
Loose Material (per container)
Mattress/Box Springs***
Refrigerator**
Plastic Bagged Yard Waste (grass and leaves, per bag)
Proprietorial Bagged Yard Waste (grass and leaves, per bag)
Shower/Tub Unit
Sink
Sofa***
Stationary Tubs
Stove/Oven
Swing Set (disassembled)
Table (end)
Table (kitchen)
Television
Television (2 workers needed)
Toilet & Tank (bowl must be separated from tank)
Washer
Additional 95g Waste Cart monthly charge-each
Additional 65g Recycling Cart monthly charge-each

Rumpke requires a 24-hour notice for all large items prior to collection day

* Large Items will be an additional charge for Bagged Customers

** Rumpke will remove refrigerant appliances and properly tag them on collection day.

Rumpke requires residents to call 24-hours in advance to schedule a freon appliance pick-up on the day of their service.

*** All upholstered furniture must be wrapped and sealed in plastic prior to collection day

Education and Community Outreach

In addition to excellent service, another reason Rumpke stands out among the rest is that we go a step further to help educate our partner communities and customers about waste reduction, reuse and effective recycling.

Our education opportunities include:

FACILITY TOURS

During a **landfill tour**, guests travel around the site with a trained guide who shows them what happens after garbage leaves their homes. This includes a brief company history, information about various trucks, methane gas removal and recovery, leachate (wastewater) collection, surface water controls, recycling facts, standard landfill closure processes, future landfill property use and more.

During a **recycling tour**, guests learn about technology used at our state-of-the-art facilities and see firsthand how recyclables are sorted and separated. The tour also includes an explanation of acceptable and unacceptable materials, what happens to the material after it's separated and an opportunity for questions and discussion.

Signing up for a tour is as easy as completing our online form:

www.rumpke.com/contact-us/schedule-facility-tour

ONSITE PRESENTATIONS

If a tour is not practical, Rumpke is happy to bring our educational resources to you. A Rumpke Education Specialist can visit your school, community organization, church, or other group to discuss our operations. Our presentations focus on what happens to your waste and recycling after it leaves the curb and helpful waste reduction tips. Presentations can be tailored to meet your group's needs and time allowance.

EVENT BOOTHS

Our onsite event booth allows us to engage with members of the community who are curious to learn more about effective waste management with games and information. Rumpke would be happy to host a booth at your next fair, festival or other public event.

VIDEOS

Rumpke also offers several videos which share our history, our processes and procedures and our philosophy regarding the development and management of exceptional waste and recycling solutions.

SCHOLARSHIPS

To further enhance Rumpke's commitment to education, we also offer scholarships to graduating high school seniors from designated communities in our service areas. Students pursuing a two-year or four-year degree from an accredited institution are eligible.



Our Education and Community Relations representatives carry the message of the company to our communities and customers. They are professional communicators who are dedicated to protecting and preserving the environment. Their experience helps them share our educational material effectively to people of all ages so that they will better understand the role we all play in effective waste management.

Sandra Crocker

East Area Education & Community Relations Assistant

Greater Dayton, Central Ohio, Northeast Ohio,
Southeast Ohio

sandra.crocker@rumpke.com

1-800-828-8171, ext. 7182

Hannah Hengehold

West Area Education & Community Relations Assistant

Southwest Ohio, Indiana & Kentucky

hannah.hengehold@rumpke.com

1-800-828-8171, ext. 7164

Be sure to follow us on YouTube, Twitter, Facebook and Instagram for more helpful information and as always, there is a wealth of information available at Rumpke.com.



www.rumpke.com | 1-800-828-8171



Rumpke Waste & Recycling

Rumpke, A Recycling Leader

RECYCLING BEFORE IT WAS POPULAR

Rumpke has been recycling since the 1930s when company founders pulled rags, metals and glass from the waste stream for reuse and recycling. In 1989, Rumpke began offering curbside collection for customers and has steadily expanded that effort to become a recycling leader in the Midwest.

Recycling for All

Today, Rumpke brings reliable recycling services to millions of residents and businesses throughout Ohio, Kentucky and Indiana. Rumpke provides municipal services to more than 500 communities. Cities like Columbus, Cincinnati, Cleveland, Tiffin, North Royalton, Hamilton, Middletown and Covington count on Rumpke to provide their homeowners with single stream curbside recycling services. And organizations like P&G, the Cincinnati Reds, Miami University, University of Dayton, Kings Island and many others count on Rumpke for commercial recycling services.



An Investment Worth Making

Rumpke continues to invest in recycling. In 2023, the company invested more than \$100 million to ensure our plants have the best available technology. Annually, Rumpke's 14 recycling facilities process more than 1 billion pounds of material.


- | | | | |
|---------------------|----------------------|------------------------|------------------------------|
| 1. St. Bernard, OH | 5. Chillicothe, OH | 9. Louisville, KY | 13. Fayette County, KY |
| 2. Columbus, OH | 6. Mansfield, OH | 10. Medora, IN | 14. Akron, OH |
| 3. Dayton, OH | 7. Elmwood Place, OH | 11. Medina County, OH* | |
| 4. Dayton, OH—Glass | 8. New Miami, OH | 12. Monroe County, IN | *OPERATED RECYCLING FACILITY |



Putting Glass to Good Use

Did you know glass makes up about 14% of the curbside stream of material? While others have discontinued glass recycling programs, Rumpke innovated new technology to convert broken glass into a useable raw material for the home insulation and glass container industries. Today, Rumpke is the only hauler in the country to operate its own glass processing facility. Each month, the glass recycling center processes between 2,500-4,000 tons of glass, keeping it out of landfills and putting it to good use.

RUMPKE ACCEPTS:

 Paper & Cardboard	 Glass Bottles & Jars	 Cartons	 Plastic Bottles, Jugs, Tubs & Cups	 Metal Cans & Cups
--	---	---	--	---

We also offer specialized recycling services for industrial customers.

Total Waste Services

For those customers who have bulk recyclables from commercial or industrial processes, Rumpke offers specialized recycling services for a variety of materials from e-waste recycling to plastics, cardboard and much more. We have an experienced team to help organizations customize programs or even provide in-plant service to help them best reach their objectives.



www.rumpke.com | 1-800-828-8171



Recycle These

PAPER



Cardboard should fit inside cart.
Remove caps and straws.

PLASTIC CONTAINERS



Reattach lid.

METAL CANS & CUPS



Non-hazardous,
non-flammable material only.

GLASS BOTTLES & JARS



Any color.

PREVENT FIRES



For a complete list of acceptable items,
visit Rumpke.com or scan the QR code.



SCAN ME

Visit www.rumpke.com to learn more about our recycling program. Visit your local Solid Waste District to find where you can dispose of hazardous material.



www.rumpke.com | 1-800-828-8171

RUMPKE

HOW RUMPKE RECYCLING WORKS

RECYCLE THESE



PLASTIC BOTTLES,
JUGS, TUBS & CUPS



GLASS BOTTLES
& JARS



PAPER & CARDBOARD



CARTONS



METAL CANS
& CUPS

NOT THESE



BATTERIES



NEEDLES



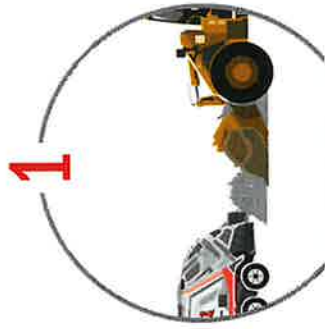
CLOTHING & TEXTILES



PLASTIC BAGS



HOSES & CHAINS



1

TIPPING FLOOR



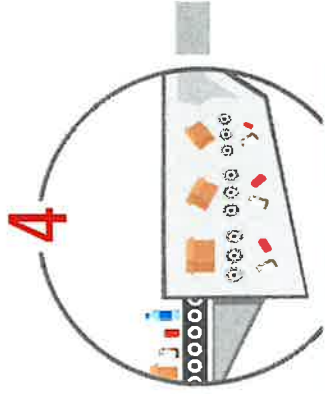
2

DRUM FEEDER



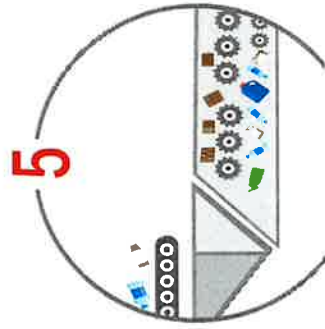
3

PRE-SORT STATION



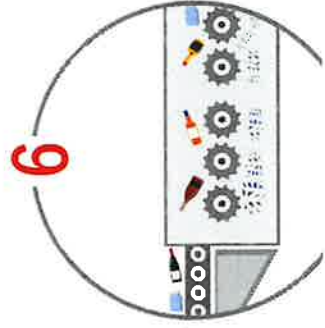
4

CARDBOARD SCREENER



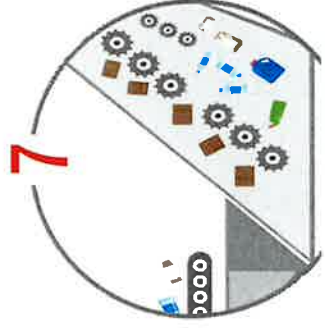
5

SCALPING MACHINE



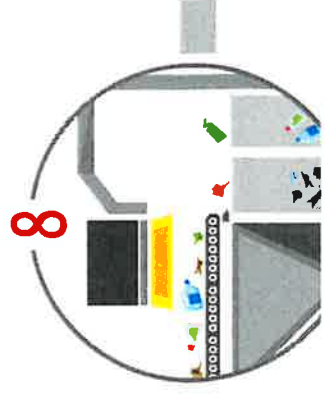
6

GLASS BREAKER



7

PAPER SCREENER



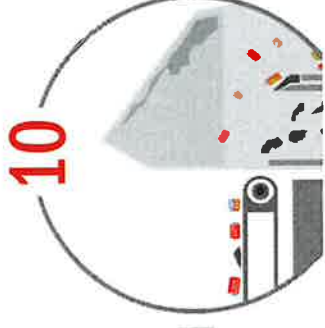
8

OPTICAL SCANNER



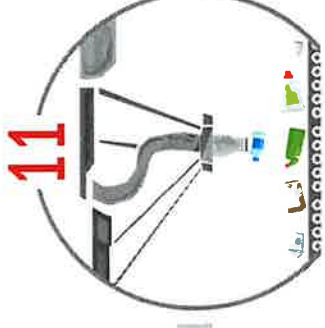
9

OVERHEAD MAGNET



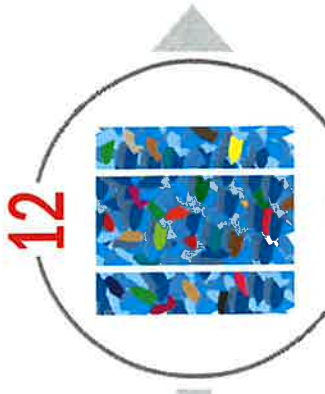
10

EDDY CURRENT



11

AI ROBOTS



12

BALER

www.rumpke.com



BEST
MANAGED
COMPANIES
UNITED STATES

RUMPKE

www.rumpke.com

RUMPKE RECYCLING PROCESSES

TIPPING FLOOR

Trucks tip loads of recyclable material. Front end loaders and grapple crane load the drum feeders.

1

DRUM FEEDER

Regulates the flow of material onto the conveyor belts traveling to the pre-sort station.

2

PRE-SORT STATION

Employees remove plastic bags, scrap metal, clothing, batteries, and other unacceptable material.

3

CARDBOARD SCREENER

Cardboard is separated when it travels over rotating discs and moves on while containers fall through openings and will be separated later in the process.

4

SCALPING MACHINE

Begins the process of separating paper from containers.

5

GLASS BREAKER

Glass bottles and jars are broken. The pieces fall through opening onto a separate belt and will be transported to Rumpke's Dayton glass plant.

6

PAPER SCREENER

Paper travels over rotating discs and containers fall through openings.

7

OPTICAL SCANNER

Project a beam of near infrared light onto a conveyor. If the item is something it's supposed to identify, it sends a message to a computer triggering a blast of air to divert the item onto another conveyor.

8

OVERHEAD MAGNET

Attracts the steel cans and separates them from the other material.

9

EDDY CURRENT

Rare earth magnet uses reverse polarity to repel aluminum cans causing them to jump onto a separate belt.

10

AI ROBOTS

Uses artificial intelligence to recover specified materials.

11

BALER

Compacts material into bales and secures them with wire.

12



End Products

Rumpke recycled more than **1 BILLION POUNDS** of material in 2021 and works with regional manufacturers to turn your recyclables into new products.



www.rumpke.com | 1-800-828-8171



Landfills Done Right



KEEPING NEIGHBORHOODS CLEAN & GREEN SINCE 1932

Rumpke Waste & Recycling is one of the country's largest waste and recycling companies. Our award-winning, family-owned firm services millions of waste and recycling customers throughout four states. Let us customize a program to meet your service, financial and sustainability objectives.

FROM THE BEGINNING...

Rumpke has operated landfills since 1945. In fact, we've perfected landfill design, construction and strategic planning. Today, Rumpke operates 16 landfills, including one of the largest municipal solid waste landfills in the country. All of our landfills are engineered with the best available technology and managed with the right expertise to ensure compliance, customer efficiency and maximum environmental protection.

CUSTOMERS COME FIRST

Every employee at Rumpke, knows customers come first. Rumpke's customer response team and local personnel are available to answer questions and facilitate service requests quickly and easily. While behind the scenes, Rumpke's customer experience team is always working to assure quality interactions on the phone, online or in person.



A COMMITMENT TO COMPLIANCE

Our landfills are sanitary sites, built according to Federal Sub-Title D regulations, with protective liners placed under and on top of the trash. Storm water, leachate (water that has come into contact with waste) and air quality monitoring are standard parts of Rumpke operations.



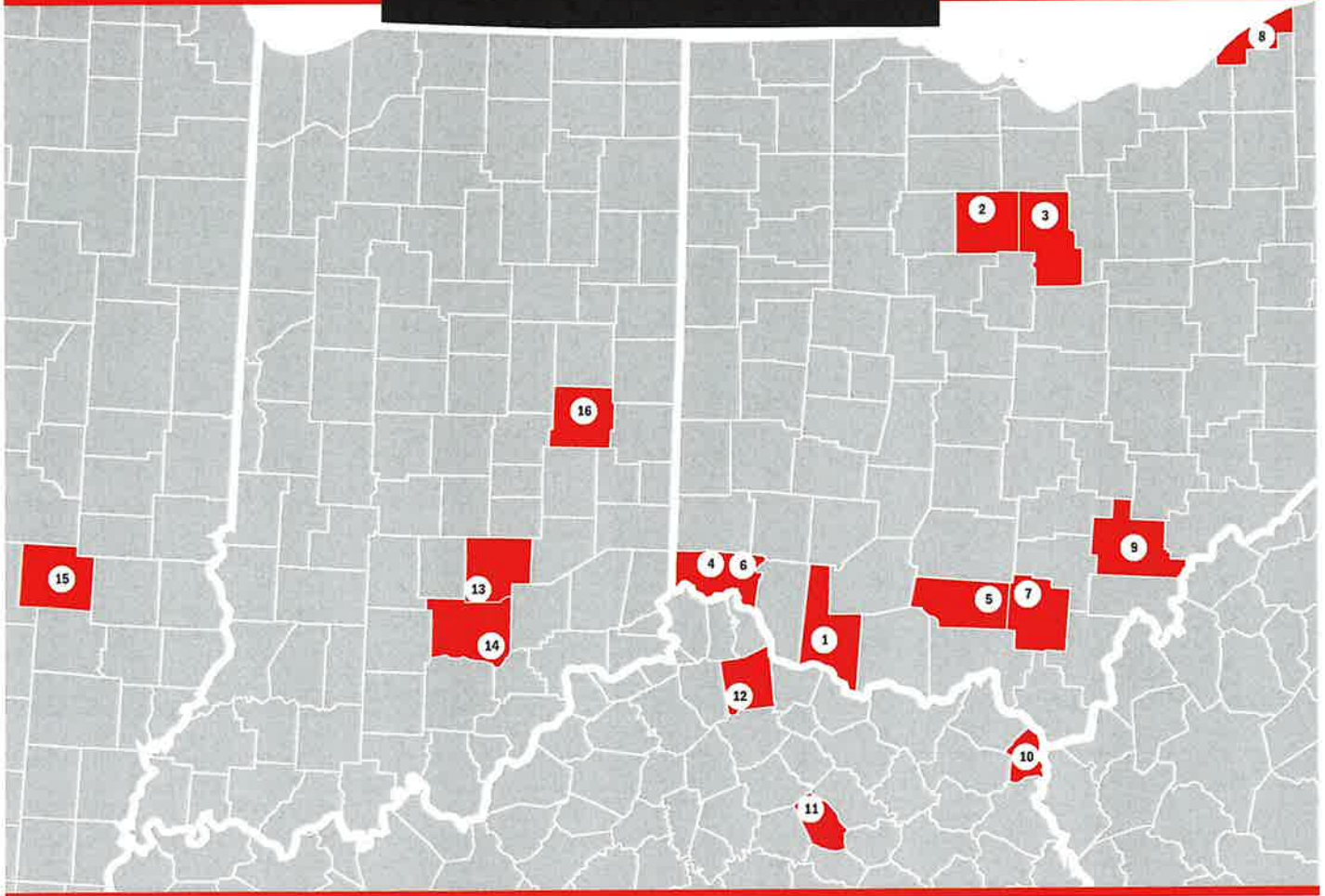
Rumpke has the systems in place to ensure compliance and safety. Rumpke's engineers, consultants and safety experts don't just meet regulations, we exceed them. Our team proactively inspects sites to ensure consistency and exceed regulator expectations. If you're not familiar with Rumpke, check out our compliance records. They speak for themselves.



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Rumpke Landfill Locations & Hours of Operation



OHIO LANDFILLS

1. **BROWN COUNTY LANDFILL**
8 a.m.-4 p.m. | M - F
8 a.m.-Noon | First Saturday of the Month
2. **CRAWFORD COUNTY LANDFILL***
8:30 a.m.-4 p.m. | M - F
8 a.m.-10 a.m. | Saturday
3. **NOBLE ROAD LANDFILL**
7 a.m.-4 p.m. | M - F
4. **BOND ROAD LANDFILL**
8 a.m.-4:30 p.m. | M-F
5. **PIKE COUNTY LANDFILL**
7 a.m.-3 p.m. | M - F
6. **RUMPKE SANITARY LANDFILL**
8 a.m.-5 a.m. | M-F
8 a.m.-Noon | Saturday
7. **WELLSTON LANDFILL**
7 a.m.-4 p.m. | M - F

8. **LAKE COUNTY LANDFILL***
7 a.m.-5:30 p.m. | M - F
9 a.m.-11 p.m. | Saturday
9. **ATHENS-HOCKING LANDFILL**
7 a.m.-4 p.m. | M-F
7 a.m.-11 a.m. | Saturday

KENTUCKY LANDFILLS

10. **BOYD COUNTY LANDFILL**
6 a.m.-4 p.m. | M - F
11. **MONTGOMERY COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
8 a.m.-Noon | First Saturday of the Month
12. **PENDLETON COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
8 a.m.-Noon | Saturday

INDIANA LANDFILLS

13. **BARTHOLOMEW COUNTY LANDFILL***
7:30 a.m.-4:30 p.m. | M - F
5 a.m.-Noon | Saturday
14. **MEDORA LANDFILL**
6 a.m.-5 p.m. | M - F
6 a.m.-Noon | Saturday
15. **HENRY COUNTY LANDFILL**
8 a.m.-4 p.m. | M - F

ILLINOIS LANDFILLS

16. **EFFINGHAM COUNTY LANDFILL**
7 a.m.-5 p.m. | M - F
7 a.m.-11 a.m. | Saturday

* OPERATED LANDFILL



www.rumpke.com | 1-800-828-8171



Transfer Station Management Done Right



When it comes to complete solid waste solutions and facility management, Rumpke Waste & Recycling has you covered. Give the burden of transfer station management to industry experts, and help your facility reach its highest potential.

Rumpke is a master at responsible and environmentally sound management at waste facilities. After all, we've been managing transfer stations for decades. That's why several local governments throughout Ohio, Kentucky and Indiana have contracted with Rumpke to manage teams, operations and facilities using the best management practices to achieve, maintain or even exceed environmental compliance, in an efficient and cost-effective manner.

If profitability is your objective, Rumpke's customer care team is top notch, driving loyal repeat business, boosting your bottom line and making your facility a valuable asset to your community. And best yet, we can prove our progress with customized reporting for our customers.

Our record of service and compliance speaks for itself. Here's a list of transfer stations Rumpke currently owns or operates.

OHIO TRANSFER STATIONS

1. BROADVIEW HEIGHTS TRANSFER STATION
2. CHILLICOTHE TRANSFER STATION
3. CIRCLEVILLE TRANSFER STATION
4. COLUMBUS TRANSFER STATION
5. GREENVILLE TRANSFER STATION
6. CITY OF HAMILTON TRANSFER STATION*
7. HARVARD AVENUE TRANSFER STATION
8. LAWRENCE COUNTY TRANSFER & RECYCLING FACILITY
9. LIMA TRANSFER STATION
10. RICHLAND COUNTY TRANSFER STATION
11. DELAWARE COUNTY TRANSFER STATION*
12. MEIGS COUNTY TRANSFER STATION
13. MEDINA COUNTY TRANSFER STATION*
14. ZANESVILLE TRANSFER STATION

*OPERATED TRANSFER STATION

KENTUCKY TRANSFER STATIONS

15. GARRARD COUNTY TRANSFER STATION
16. KNOTT COUNTY TRANSFER STATION*
17. LESLIE COUNTY TRANSFER STATION*
18. LOUISVILLE TRANSFER STATION
19. MAGOFFIN COUNTY TRANSFER STATION*
20. COVINGTON TRANSFER STATION
21. SCOTT COUNTY TRANSFER STATION

INDIANA TRANSFER STATIONS

22. GREENE COUNTY TRANSFER STATION
23. RICHMOND TRANSFER STATION
24. ORANGE COUNTY TRANSFER STATION
25. MONROE COUNTY RESOURCE RECOVERY FACILITY (WASTE TRANSFER STATION AND RECYCLING FACILITY)

ILLINOIS TRANSFER STATIONS

26. EFFINGHAM COUNTY TRANSFER STATION



www.rumpke.com | 1-800-828-8171



Landfill Waste Restriction Reminder

Thank you for choosing Rumpke Waste & Recycling. We are pleased to be your service provider. Since our early beginnings, more than 90 years ago, our mission has not only been to provide the best hauling, waste and recycling services possible, but also to do so with safety, environmental protection and compliance in mind.

To reach this objective, we are constantly cooperating with local, state and federal regulators to adhere to any adjustments to laws and regulations and to educate our clients to assure their compliance as well.

As a useful reminder, we have included below a complete list of landfill restrictions and waste generator responsibilities. Please review them once again and keep them in mind. As always, you may call us with specific questions. Rumpke is glad to assist with all of your waste solution needs.

RUMPKE LANDFILL WASTE RESTRICTIONS

Applicable Federal, State and Local laws require that you (the waste generator) dispose of your waste materials appropriately, and you will remain responsible for these materials if they are not disposed of properly. Municipal Solid Waste Landfills, such as Rumpke's are not permitted to accept and dispose of certain types of materials, including hazardous wastes.

None of the following materials may be sent to Rumpke for disposal:

- Hazardous wastes
- Liquids (may be solidified, but require prior approval)
- Corrosive, flammable, reactive, explosive, toxic, or otherwise hazardous materials
- All batteries
- Whole tires
- Medical/infectious/biohazard waste
- Any listed wastes in Title 40 Code of Federal Regulations part 261
- PCB waste 50 ppm or above
- Appliances containing refrigerant
- Pesticides, herbicides, and fertilizers
- Radioactive waste
- Fluorescent lamps and ballasts

Other types of materials may or may not be appropriate for disposal in a Municipal Solid Waste Landfill, depending on their specific characteristics. The following material types require prior approval by Rumpke.

- Manufacturing/process waste—sludge, sand, dust, filters, shot blast, various paint wastes
- Rags, absorbent, and other materials impacted with paint, cleaners, or chemicals
- Spill cleanup materials
- Obsolete chemicals/products
- Dirt/soil and contaminated dirt/soil
- Electronics including computers and monitors
- Solidified liquids
- Empty containers including drums, tanks, 5-gallon pails, aerosol cans
- PCB waste lower than 50 ppm
- Asbestos
- Appliances with refrigerant removed



2026



2026

Solid Waste Facility License Solid Waste Transfer Facility

License Expires December 31, 2026

Facility: Rumpke Waste Inc Broadview Heights Transfer Fac CID: 8345 9191 Postal Dr Broadview Heights, OH 44147	Licensee: Rumpke Waste, Inc. 3990 Generation Drive Cincinnati, OH 45251
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This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Cuyahoga County Health District

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

If checked, Additional Conditions Apply to This License (See Back, or Attachment)

Roderick Harris
Health Commissioner

12-30-25
Date Issued

2026



2026

Solid Waste Facility License Municipal Solid Waste Landfill

License Expires December 31, 2026

Facility: Rumpke of Northern Ohio Inc Noble Road Landfill CID: 36417 170 Noble Rd E Shiloh, OH 44878	Licensee: Rumpke of Northern Ohio, Inc. 3990 Generation Drive Cincinnati, OH 45251
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This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Richland Public Health

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

If checked, Additional Conditions Apply to This License (See Back, or Attachment)



Health Commissioner

12/2/2025

Date Issued



Waste & Recycling

Rumpke Trucks

Our Residential Fleet on the Street

Rumpke has over 2,300 vehicles to service our customers. Each vehicle serves a specific purpose. Learn more about each type of truck:



REAR LOAD TRUCKS

Use: Residential collection

Collection Style: Driver loads material into the back of the truck

Gross Vehicle Weight (typical): 62,000 pounds

Empty Weight (typical): 35,000 pounds

Capacity: 400-600 households for trash or 800-1,000 households for recycling



RESIDENTIAL FRONT LOAD TRUCKS

Use: Residential collection, specifically used in areas with cart programs

Collection Style: Arms on the front of the truck pick up containers and load material into the truck.

Gross Vehicle Weight (typical): 62,000 pounds

Empty Weight (typical): 40,000 pounds

Capacity: 600-800 households for trash or 800-1,000 households for recycling



AUTOMATED TRUCKS

Use: Residential collection

Collection Style: Mechanical arm on the side of trucks pick up trash containers and load into the top of truck.

Gross Vehicle Weight (typical): 62,000 pounds

Empty Weight (typical): 37,000 pounds

Capacity: 600-800 households for trash or 800-1,000 households for recycling



CNG TRUCKS

Use: Residential collection

Collection Style: Driver loads material into the back of the truck

Gross Vehicle Weight (typical): 62,000 pounds

Empty Weight (typical): 37,000 pounds

Capacity: 600-800 households for trash

**CLEVELAND AREA
EQUIPMENT LIST**

Truck ID #	Equipment Description	Make	Model number	Mfg Serial #	Yr Mfg	Equipment Type	Body Make	Body Model	Body Serial #	License No
87149	2024 MACK LR64R FASL 28YD	MACK	LR64R	1M2LR2GCG9RM009344	2024	28YD FULLY AUTOMATED	HEIL	612-3611	7S7309462	TEMP
85436	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEFXMC234562	2021	MANUAL AUTOMATED RES	MCNTR	2842	121210X284258105	PMH1628
85437	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF1MC234563	2021	MANUAL AUTOMATED RES	MCNTR	2842	122210X28425137	PMH1629
85438	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF3MC234564	2021	MANUAL AUTOMATED RES	MCNTR	2842	122210X284258173	PMH1630
85439	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF2MC234565	2021	MANUAL AUTOMATED RES	MCNTR	2842	123210X284258212	PMH1625
85440	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF9MC234570	2021	MANUAL AUTOMATED RES	MCNTR	2842	12210X284258262	PMH1624
85441	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF5MC234566	2021	MANUAL AUTOMATED RES	MCNTR	2842	123210X284258212	PMH1631
85442	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF9MC234567	2021	MANUAL AUTOMATED RES	MCNTR	2842	12210X284258269	PMH1627
85531	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF7MC234566	2021	MANUAL AUTOMATED RES	MCNTR	2842	12210X284258220	PMH1632
85533	2021 AUTOCAR ACX64 MASL 28YD	AUTO	ACX64	5VCACSEF0MC234568	2021	MANUAL AUTOMATED RES	MCNTR	2842	12210X284258290	PMH1626
83798	2016 IH7300 SARL 11YD	INTL	7300	1HTZ2MMLXGH416192	2016	REAR LOADER-SINGLE A	MCNTR	1119	123161X111945260	PLT5046
84609	2019 IH7400 TAN RL W/TAG AXLE	INTL	7400	3HAWGTA1KL700336	2019	REAR LOADER-TANDEM	MCNTR	2512	112191X251252731	PKL4686
84346	RENTAL-TANDEM REAR LOAD	FRHT	L-6638 / M2106	3ALHCYFE1RDVA2144	2024	REAR LOADER-TANDEM			42181X251251141	PKC7789
82376	2010 IH7400 TAN RL W/TAG AXLE	INTL	7400	1HTWGAZ7AJ315241	2010	REAR LOADER-TANDEM	MCNTR	2512	32651	PKN1542
82429	2011 IH7400 TAN RL W/TAG AXLE	INTL	7400	1HTWGAZ73BJ315285	2011	REAR LOADER-TANDEM	MCNTR	2512	33290	PHF4162
82826	2012 IH7400 TAN RL W/TAG AXLE	INTL	7400	1HTWGAZ79CJ115903	2012	REAR LOADER-TANDEM	MCNTR	2512	22WIX251237179	PHR8831
84752	2019 IH7400 TAN RL W/TAG AXLE	INTL	7400	1HTWGAZ75KH260885	2019	REAR LOADER-TANDEM	MCNTR	2512	35191X251253672	PKQ1425
82270	2010 IH7400 TAN RL W/TAG AXLE	INTL	7400	1HTWGAZ74AJ175178	2010	REAR LOADER-TANDEM	MCNTR	2512	31567	PGY1462
85408	2021 INTL HV607 TAN RL W/TAG AXLE	INTL	HV607	3HAEKTA1ML091469	2021	REAR LOADER-TANDEM	MCNTR	2512	11221X251257929	PMG2803
85931	2008 IH7400 TARL 25YD	INTL	7400	1HTWGAAT48J659194	2008	REAR LOADER-TANDEM	LOADMASTER	XL25YD	LM081406	PLD9584
85589	2011 INTL 7400 TARL	INTL	7400	1HTWGAZ75BJ334355	2011	REAR LOADER-TANDEM	LEACH			PMH8633
85583	2011 INTL 7400 TARL	INTL	7400	1HTWGAZ70BJ321223	2011	REAR LOADER-TANDEM	HEIL			PMH8630
86674	1999 MACK MR688S TARL	MACK	MR688S	1M2K195C0XKM015237	1999	REAR LOADER-TANDEM	LEACH	2RII		PLT4803
86677	2007 STERLING ACTERRA TARL	STLG	ACTERRA	2FZCHDC97AY42303	2007	REAR LOADER-TANDEM	NEW WAY		7027-06	PLT4805
83265	2014 MACK LEU613 RESI FL	MACK	LEU613	1M2AU04C8EM008257	2014	RESIDENTIAL FRONT LO	MCNTR	4029	104XMA402940528	PKW3665
83360	2015 MACK LEU613 RESI FL	MACK	LEU613	1M2AU02C5FM009029	2015	RESIDENTIAL FRONT LO	MCNTR	4029	41YMA402941281	PMT2108
83367	2015 MACK LEU613 RESI FL	MACK	LEU613	1M2AU02C1FM009030	2015	RESIDENTIAL FRONT LO	MCNTR	4029	41YMA402941300	PMT2110
83381	2015 MACK LEU613 RESI FL	MACK	LEU613	1M2AU02C7FM009033	2015	RESIDENTIAL FRONT LO	MCNTR	4029	42YMA402941312	PLN3575
84396	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR1GCGXKM001155	2019	RESIDENTIAL FRONT LO	HEIL	V-1566	HPS4961214	PKD7019
84447	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR1GC2KM001859	2019	RESIDENTIAL FRONT LO	HEIL	U-1669	HP54961579	PKH2517
84733	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR1GC1KM002338	2019	RESIDENTIAL FRONT LO	MCNTR	4078	1319MA407853198	PKW3671
84734	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR1GC3KM002339	2019	RESIDENTIAL FRONT LO	MCNTR	4078	2119MA407853326	PKW3672
84757	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR1GCGXKM002340	2019	RESIDENTIAL FRONT LO	MCNTR	4078	2219MA407853348	PKW3673
84837	2017 MACK LR613 RESI FL	MACK	LR613	1M2LR06C7HM001909	2017	RESIDENTIAL FRONT LO	HEIL	V-526	HPS4959551	PKW3676
84841	2019 MACK LR64 RESI FL	MACK	LR64	1M2LR2GC2KM001043	2019	RESIDENTIAL FRONT LO	HEIL	V-1616	HPE4961424	PMR1517
82370	2011 MACK LEU613 RESI FL	MACK	LEU613	1M2AU02C0BM005139	2011	RESIDENTIAL FRONT LO	MCNTR	4029	33580	PLS1453
82837	2012 MACK LEU613 RESI FL	MACK	LEU613	1M2AU04C1CM006749	2012	RESIDENTIAL FRONT LO	MCNTR	4029	37273	PME2099
82864	2012 MACK LEU613 RESI FL	MACK	LEU613	1M2AU04CXCXM006751	2012	RESIDENTIAL FRONT LO	MCNTR	4029	37507	PHP8887
82940	2012 MACK LEU613 RESI FL	MACK	LEU613	1M2AU04CXCXM006748	2012	RESIDENTIAL FRONT LO	MCNTR	4029	82WMA402938203	PHU8182
86323	2022 MACK LR64R RESI FL	MACK	LR64R	1M2LR2GC4NM005566	2022	RESIDENTIAL FRONT LO	HEIL	V3328	HPE4965795	PLR2309
86326	2022 MACK LR64R RESI FL	MACK	LR64R	1M2LR2GCXNM005930	2022	RESIDENTIAL FRONT LO	HEIL	U3328	HPE4965921	PLR2308
86369	2022 MACK LR64R RESI FL	MACK	LR64R	1M2LR2GC9NM005708	2022	RESIDENTIAL FRONT LO	HEIL	V3186	HPE4965853	PLR2341
87068	2022 AUTOCAR ACX64 RESI FL	AUTO	ACX64	5VCACSEF5NC238150	2022	RESIDENTIAL FRONT LO				PLT5192
RENW7	RENTAL-RESI FRONT LOADER	MACK	L-6452 / LR64R	1M2LR2GC1RM008785	2024	RESIDENTIAL FRONT LO	HEIL	V-3960	HPS4968024	PLT4881
86689	2024 MACK LR64R RESI FL	MACK	LR64R	1M2LR2GCXRM008428	2024	RESIDENTIAL FRONT LO				
RENW4	RENTAL-RESI FRONT LOADER	MACK	L-6238 / LR64R	1M2LR2GC3PM007909	2023	RESIDENTIAL FRONT LO				
RENW7	RENTAL-RESI FRONT LOADER	MACK	L-6107 / LR64R	1M2LR2GCXPM007888	2023	RESIDENTIAL FRONT LO				
RENW5	RENTAL-RESI FRONT LOADER	MACK	L-6456 / LR64R	1M2LR2GCXRM008784	2024	RESIDENTIAL FRONT LO				
85002	2020 MACK LR64 RESI FL	MACK	LR64	1M2LR1GC3LM003590	2020	RESIDENTIAL FRONT LO	MCNTR	4078	11320MA407855488	PLT1352
85707	2021 MACK LR64R RESI FL	MACK	LR64R	1M2LR1GC1MM004576	2021	RESIDENTIAL FRONT LO	MCNTR	4078	1321MA407858301	PMK5125
85735	2021 MACK LR64R RESI FL	MACK	LR64R	1M2LR2GC2MM004785	2021	RESIDENTIAL FRONT LO	HEIL	V-3195	HPS4965257	PMM5636
85045	2020 AUTOCAR ACX64 RESI FL	AUTO	ACX64	5VCACSEF9LC231084	2020	RESIDENTIAL FRONT LO	HEIL	V-2476	HPS4963633	PKX9314
85418	2020 AUTOCAR ACX64 RESI FL	AUTO	ACX64	5VCACSEF2LC231086	2020	RESIDENTIAL FRONT LO	HEIL	V-2861	HPS4964715	PMG2841
86332	2022 MACK LR64 RESI FL	MACK	LR64	1M2LR2GC7NM005710	2022	RESIDENTIAL FRONT LO	HEIL	U3166	HPE4965846	PLR2306

CLEVELAND AREA EQUIPMENT LIST

Truck ID #	Equipment Description	Make	Model number	Mfg Serial #	Yr Mfg	Equipment Type	Body Make	Body Model	Body Serial #	License No
86333	2022 MACK LR64 RESI FL	MACK	LR64	1M2LR2G9NM005840	2022	RESIDENTIAL FRONT LO	MCNTR	4029	10521MA402960549	PLR2304
86008	2022 MACK RESI FRONT LOADER	MACK	LR64	1M2LR2G0NM005712	2022	RESIDENTIAL FRONT LO	HEIL	L4977B	HPE4965671	PLF8850
86009	2022 MACK RESI FRONT LOADER	MACK	LR64R	1M2LR2G5NM005124	2022	RESIDENTIAL FRONT LO	HEIL	L4982B	HPE4965644	PLE8849
RENV5	RENTAL-RESI FRONT LOADER	MACK	L-6271 / LR64R	1M2LR2G5PM007877	2023	RESIDENTIAL FRONT LO				
84366	2018 CHEVY 2500 RESI PU-SC	CHEV	2500	1GC0KJUEG1J324868	2018	RESIDENTIAL PICK UP				PKC7847
86927	2024 CHEVY 2500 RESI PU-SC	CHEV	2500	1GC0YLE75RF164497	2024	RESIDENTIAL PICK UP				PLT4910
82801	2012 CHEV K2500 PU TK 3/4TON RESI PU	CHEV	K2500	1GC0KVCQCF105765	2012	RESIDENTIAL PICK UP	WALK UP SVC			PME2098
83748	2016 CHEVY 2500 RESI PICKUP-SC	CHEV	2500	1GC0KJUEG1GZ172812	2016	RESIDENTIAL PICK UP	PAR-KAN			PJY2966
86928	2024 CHEVY 2500 RESI PU-SC	CHEV	2500	1GC0YLE74RF164457	2024	RESIDENTIAL PICK UP				PLT4911
86129	2022 FORD F250 RESI PU-SC	FORD	F250	1FTBF2B63NED71524	2022	RESIDENTIAL PICK UP	PAR-KAN		508296	PLH9453
86109	2022 FORD F250 RESI PU	FORD	F250	1FTBF2B69NED71527	2022	RESIDENTIAL PICK UP	PAR-KAN		508291	PLF7078
82430	2010 IH4300 CONTAINER DELIVERY	INTL	4300	1HTMMAAN3AH273090	2010	CONTAINER DELIVERY				PLB5627
83522	2004 IH4300 CONTAINER DELIVERY	INTL	4300	1HTMMAAL44H678071	2004	CONTAINER DELIVERY	GALBREATH	CH8000	13WCH512	PIW1901
87202	2023 MACK TE64R FL	MACK	TE64R	1M2TE2GC1PM008214	2023	FRONT LOADER	HEIL	V-3527	HPE4966998	TEMP
86625	2022 MACK TE64R FRONT LOADER	MACK	TE64R	1M2TE2GC6NM007086	2022	FRONT LOADER	MCNTR	4029	10421MA402960481	PLT4671
86652	2022 MACK TE64R FRONT LOADER	MACK	TE64R	1M2TE2GC3NM007076	2023	FRONT LOADER	MCNTR	4029	10221MA402960371	PLT4715
84350	2018 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C2JM018869	2018	FRONT LOADER	HEIL	V-894	HPE4960270	PKW3669
83283	2014 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C2EM010907	2014	FRONT LOADER	MCNTR	4029	104XMA402940513	PMT2106
83284	2013 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV02B4DM009945	2013	FRONT LOADER	MCNTR	4029	111XMA402940601	PMT2107
83363	2014 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C2EM011121	2014	FRONT LOADER	MCNTR	4029	34YMAA402941270	PMT2109
83550	2015 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV02C5FM012574	2015	FRONT LOADER	MCNTR	4029	24ZMAA402943158	PMT2112
83570	2016 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C8GM013877	2016	FRONT LOADER	MCNTR	4029	32VWMA402927323	PLS1460
82587	2011 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C0BM007807	2011	FRONT LOADER	MCNTR	4029	34984	PMR1518
82588	2011 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C2BM007808	2011	FRONT LOADER	MCNTR	4029	34980	PME2093
82589	2011 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C4BM007809	2011	FRONT LOADER	MCNTR	4029	34992	PMR1519
82664	2011 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C0BM007869	2011	FRONT LOADER	MCNTR	4029	34403	PMR1522
83707	2016 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV02C8GM014238	2016	FRONT LOADER	MCNTR	4029	33304	PJF3643
84338	2018 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04CXJM018862	2018	FRONT LOADER	HEIL	V-894	HPE4960265	PKC1743
84339	2018 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C1JM018863	2018	FRONT LOADER	HEILX	V-894	HPE4960266	PKC1742
84723	2018 MACK MRU613 FRONT LOADER	MACK	MRU613	1M2AV04C3JM019124	2018	FRONT LOADER	MCNTR	4078	12419MA407853003	PKW3670
86929	2023 AUTOCAR ACX64 FRONT LOADER	AUTO	ACX64	5VCACLEF8PC240987	2023	FRONT LOADER	HEIL	V-3584	HPS4968236	PLT4918
86932	2023 AUTOCAR ACX64 FRONT LOADER	AUTO	ACX64	5VCACLEF1PC240989	2023	FRONT LOADER	HEIL	V-3584	HPS4968238	PLT4917
86934	2023 AUTOCAR ACX64 FRONT LOADER	AUTO	ACX64	5VCACLEF4PC240985	2023	FRONT LOADER	HEIL	V-3584	HPS4968363	PLT4916
85186	2020 AUTOCAR ACX64 FRONT LOADER	AUTO	ACX64	5VCACLEF4LC231385	2020	FRONT LOADER	HEIL	V-2613	HPS4964018	PLB5651
85395	2020 AUTOCAR ACX64 FRONT LOADER	AUTO	ACX64	5VCACLEF8PC240987	2020	FRONT LOADER	HEIL	V-2968	HPS4964866	PMG2829
85576	2008 AUTOCAR FRONT LOADER	AUTO	EXPEDITOR	5VDCDC6JF18H205843	2008	FRONT LOADER				PMH8632
86330	2022 MACK TE64R FRONT LOADER	MACK	TE64R	1M2TE2GC8NM007090	2022	FRONT LOADER	HEIL	U3198	HPE4966016	PLR2307
87071	2023 MACK TE64R FL	MACK	TE64R	1M2TE2GC3PM008361	2023	FRONT LOADER				PLT5191
87070	2023 MACK TE64R FL	MACK	TE64R	1M2TE2GC3PM008365	2023	FRONT LOADER				PLT5190
84682	2019 KENWORTH T880 RO	KW	T880	1NKZL40X3KJ302588	2019	ROLL OFF	GALBREATH	U5-OR-194	13H43897	PMR1514
84802	2019 KENWORTH T880 RO	KW	T880	1NKZL40X7KJ302609	2019	ROLL OFF	GALBREATH	U5-OR-194	13H43911	PMR1516
82876	2013 IH7600 ROLL OFF	INTL	7600	1HTGSSJT3DJ133870	2013	ROLL OFF	GALBREATH	U5-OR-194		PLS1457
82153	2006 MACK CV713 ROLL OFF	MACK	CV713	1M2AG11C66M042622	2006	ROLL OFF				PMR1515
82981	2013 MACK GU813 ROLL OFF	MACK	GU813	1M2AX13CXDM019449	2013	ROLL OFF	GALBREATH	U5-OR-194	13H34165	PLS1458
82685	2012 MACK GU813 ROLL OFF	MACK	GU813	1M2AX18C0CM014641	2012	ROLL OFF	GALBREATH	U5-OR-194	13H305--	PLS1456
82618	2002 KENWORTH T800 ROLL OFF	KW	T800	1NKDL0X92J894797	2002	ROLL OFF	ACCUR			PMR1521
85231	2021 KENWORTH T880 RO (STINGER RACH	KW	T880	1NKZL40X4MJ424864	2021	ROLL OFF	GALBREATH	U5-EX-194	13H47723	PMT2101
86122	2022 AUTOCAR DC64R RO	AUTO	DC64R	5VGCCLLEJ0NC237801	2022	ROLL OFF	GALFAB	OR75194S072R7	7405-30M137	PLF7086
87016	2024 KENWORTH T880 RO	KW	T880	3BKZL40X3RF365859	2024	ROLL OFF	GALBREATH	U5-EX-194	13H54829	PLT9037
87025	2024 KENWORTH T880 RO	KW	T880	3BKZL40X1RF365861	2024	ROLL OFF	GALBREATH	U5-OR-194	13H54826	PLT5038
85592	2011 KENWORTH T800 ROLL OFF HOOK	KW	T800	1NKDX4TXXBJ291325	2011	ROLL OFF-HOOK				PMH8626
86518	2023 KENWORTH T880 TRACTOR	KW	T880	3WKZD49X5PF268185	2023	TRACTOR-LINEHAUL				PLT4518
86525	2023 KENWORTH T880 TRACTOR	KW	T880	3WKZD49X7PF268186	2023	TRACTOR-LINEHAUL				PLT4572
86526	2024 KENWORTH T880 TRACTOR	KW	T880	3WKZD49X5RF268187	2024	TRACTOR-LINEHAUL				PLT4573
86570	2024 KENWORTH T880 TRACTOR	KW	T880	1XKZD49X8RJ330404	2024	TRACTOR-LINEHAUL				PLT4621

**CLEVELAND AREA
EQUIPMENT LIST**

Truck ID #	Equipment Description	Make	Model number	Mfg Serial #	Yr Mfg	Equipment Type	Body Make	Body Model	Body Serial #	License No
86506	2023 KENWORTH T880 TRACTOR	KW	T880	3WKZD49X1PF268183	2023	TRACTOR-LINEHAUL				PLT4466
86524	2024 MAC 53' W/F TRAILER	MCTM	WALKING FLOOR	5MAMN5326RW071977	2024	TRAILER "TRANSFER"				TTJ3466
86484	2024 MAC 53' W/F TRAILER	MCTM	WALKING FLOOR	5MAMN5327RW072118	2024	TRAILER "TRANSFER"				TTJ3451
86498	2024 MAC 53' W/F TRAILER	MCTM	WALKING FLOOR	5MAMN5320RW071974	2024	TRAILER "TRANSFER"				TTJ3450
86231	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5324PW072218	2023	TRAILER "TRANSFER"				TTE5557
86233	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5322PW072220	2022	TRAILER "TRANSFER"				TTE5559
86234	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5324PW072221	2023	TRAILER "TRANSFER"				TTE5560
86280	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN532XPW072028	2023	TRAILER "TRANSFER"				TTG6069
86279	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5328PW072027	2023	TRAILER "TRANSFER"				TTG6070
86277	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5324PW072025	2023	TRAILER "TRANSFER"				TTG6072
86232	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5326PW072219	2023	TRAILER "TRANSFER"				TTE5558
86278	2023 MAC 53' TIPPER TRAILER	MCTM	TIPPER	5MAMN5326PW072026	2023	TRAILER "TRANSFER"				TTG6071
84212	2017 CHEVY FLATBED W/LIFTGATE	CHEV	3500	1GB3KYG37HF197681	2017	PICK UP / DELIVERY				PLT1350
83792	2016 CHEVY FLATBED W/LIFT GATE	CHEV	3500	1GB3KYCG4GF156228	2016	PICK UP / DELIVERY				PJK2707
84367	2018 CHEVY 2500 PICKUP-SC	CHEV	2500	1GC0KJEG0AJZ325252	2018	PICK UP TRUCK				PKC7848
82271	2009 CHEV K1500 PU 1/2 TON	CHEV	K1500	3GCEK13C19G208151	2009	PICK UP TRUCK				PKU5452
83617	2019 CHEVY 2500 PU-SC	CHEV	2500	1GC0KJEG1FZ526407	2015	PICK UP TRUCK				PKZ3388
84895	2019 CHEVY 1500 PICKUP-CC	CHEV	1500	1GCPYBEH3KZ417662	2019	PICK UP TRUCK				PKT16190
85532	2021 CHEVY 1500 PICKUP-CC	CHEV	1500	1GCPYBEH4MZ127157	2021	PICK UP TRUCK				PMH1658
86241	2022 FORD RANGER PICKUP-CC	FORD	RANGER	1FTER4FH1NLD30011	2022	PICK UP TRUCK				PLN3540
86263	2022 FORD F150 PICKUP	FORD	F150	1FTFW1E50NFB95475	2022	PICK UP TRUCK				PLP3753
86261	2022 FORD F150 PICKUP-CC	FORD	F150	1FTEW1EP0NFA64723	2022	PICK UP TRUCK				PLQ1488
85091	2020 CHEVY 1500 PICKUP-CC	CHEV	1500	1GCPYBEH9LZ182542	2020	PICK UP TRUCK				PKY8616
82986	2013 IH TERRASTAR SVC TRK	INTL	TERRASTAR	1HTJSSKK1DH307860	2013	SERVICE TRUCK		DOMCSJ854419		PHX7921
85577	2005 FORD SERVICE TRUCK	FORD	F SUPER DUTY	1FDXF46P75EA47685	2005	SERVICE TRUCK				PMH8631
84838	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE11139	2017	AUTOMATED RESI FL CO				
83037	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE7704	2013	AUTOMATED RESI FL CO				
83843	CURRTO-CAN 4 CUBIC YD	CURRTO	REMAN	CC5901	2016	AUTOMATED RESI FL CO				
83851	CURRTO-CAN 4 CUBIC YD	CURRTO	REMAN	CC5549	2016	AUTOMATED RESI FL CO				
84001	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE11245	2017	AUTOMATED RESI FL CO				
84003	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE11247	2017	AUTOMATED RESI FL CO				
84004	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE11248	2017	AUTOMATED RESI FL CO				
84715	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE30747	2019	AUTOMATED RESI FL CO				
84843	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE30790	2019	AUTOMATED RESI FL CO				
84845	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE30706	2019	AUTOMATED RESI FL CO				
85023	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31406	2020	AUTOMATED RESI FL CO				
85710	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31538	2021	AUTOMATED RESI FL CO				
85736	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31549	2021	AUTOMATED RESI FL CO				
86690	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE33115	2024	AUTOMATED RESI FL CO				
85024	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31407	2020	AUTOMATED RESI FL CO				
85043	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE30923	2020	AUTOMATED RESI FL CO				
85044	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE30922	2020	AUTOMATED RESI FL CO				
85419	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31863	2020	AUTOMATED RESI FL CO				
85420	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31859	2020	AUTOMATED RESI FL CO				
86010	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31586	2022	AUTOMATED RESI FL CO				
86011	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31599	2022	AUTOMATED RESI FL CO				
86012	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31219	2022	AUTOMATED RESI FL CO				
87069	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE32585	2022	AUTOMATED RESI FL CO				
86370	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31609	2023	AUTOMATED RESI FL CO				
86334	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31710	2022	AUTOMATED RESI FL CO				
86335	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31700	2022	AUTOMATED RESI FL CO				
86336	CURRTO-CAN 4 CUBIC YD	CURRTO	SLAMIN EGL	SE31602	2022	AUTOMATED RESI FL CO				
86337	CURRTO-CAN 4 CUBIC YD	CURRTO		PRC0122	2022	AUTOMATED RESI FL CO				

ORDINANCE NO. 2026 - 48

AN ORDINANCE AMENDING SECTION 666.18 ENTITLED “MOLESTING OR INSULTING PERSONS” OF THE PARMA HEIGHTS CODIFIED ORDINANCES

WHEREAS, this Council is recommending that Section 666.18 of the Parma Heights Codified Ordinances be amended.

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

Section 1: That Section 666.18 of the Codified Ordinances as it previously existed is amended, and as amended, shall henceforth read as shown by edits set forth in Exhibit “A”, which is attached hereto and incorporated by reference.

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 meetings 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

EXHIBIT A

666.18 MOLESTING OR INSULTING PERSONS.

(a) No person shall, purposely and knowingly, follow, pursue, lay hands on or otherwise molest ~~or insult any female or~~ minor under the age of 18 years.

(Ord. 1972-1. Passed 1-24-72.)

(b) Whoever violates any of the provisions of this section is guilty of a misdemeanor of the third degree.

ORDINANCE NO. 2026 - 49

AN ORDINANCE APPROVING AND AUTHORIZING THE ADMINISTRATION TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PARMA HEIGHTS AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1690, AND DECLARING AN EMERGENCY

WHEREAS, a tentative Collective Bargaining Agreement, effective January 1, 2026, through December 31, 2028, was made between the City of Parma Heights and the International Association of Fire Fighters, Local 1690 (IAFF), with respect to terms and conditions of employment of firefighters in the Fire Department of the City; and

WHEREAS, the 2023-2025 Collective Bargaining Agreement expired at 11:59 P.M. on December 31, 2025; however, the parties have been operating under the status quo until now.

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

Section 1: The 2026-2028 Collective Bargaining Agreement with the International Association of Fire Fighters, Local 1690, attached hereto and incorporated herein as Exhibit “A”, is adopted, ratified, and approved, and the Administration is authorized and empowered to execute and enter into said Collective Bargaining Agreement for and on behalf of the City of Parma Heights.

Section 2: All prior legislation inconsistent with this Ordinance in whole or in part is hereby repealed to the extent necessary to avoid conflict with this Ordinance.

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 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 Ordinance is declared to be an emergency measure for the public peace, health, and safety of the Municipality, and for the further reason that the provisions of this Ordinance are immediately required in order to continue the highest possible level of efficiency and service of the Fire Department of the City; 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