

NORWOOD CITY COUNCIL
Norwood Community Center
1810 Courtland Ave- Bottom Floor
Norwood, OH 45212
February 23, 2021
7:30 p.m.

- A) CALL TO ORDER**
- B) PRAYER**
- C) PLEDGE OF ALLEGIANCE**
- D) ROLL CALL**
- E) AMENDMENT OF AGENDA**
- F) MINUTES OF PREVIOUS MEETING**
 - December 8, 2020
 - December 22, 2020
 - January 26, 2021 minutes
- G) PUBLIC HEARINGS**
- H) REQUEST TO ADDRESS COUNCIL**
- I) REPORTS OF STANDING COMMITTEES OF COUNCIL**
 - Parks, Recreation, Public Spaces committee meeting- February 17, 2021
 - Economic Development committee meeting- February 17, 2021
- J) THIRD READING OF ORDINANCES/RESOLUTIONS**
- K) SECOND READING OF ORDINANCES/RESOLUTIONS**
- L) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS**
 - 1) ORDINANCE REAUTHORIZING THE MAYOR AND/OR SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AMENDED EASEMENT AGREEMENT WITH REGENT REALTY, LLC, FOR SCHOOLHOUSE OUTFITTERS, LLC, AS ORIGINALLY AUTHORIZED IN ORDINANCE NO. 35-2014, AND DECLARING AN EMERGENCY
 - 2) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR OR MAYOR TO BYPASS THE COMPETITIVE BIDDING PROCESS AND ENTER A "SOFTWARE AS A SERVICE AGREEMENT" WITH PEEL 9, INC. TO PROVIDE SOFTWARE AND SUPPORT FOR A RECORDS MANAGEMENT AND ANALYTICS SYSTEM FOR THE CITY OF NORWOOD POLICE DEPARTMENT, AND DECLARING AN EMERGENCY
 - 3) A RESOLUTION ACCEPTING THE MONTGOMERY ROAD REDEVELOPMENT PLAN
- M) ADMINISTRATION REPORTS**
- N) UNFINISHED BUSINESS**
- O) NEW BUSINESS**
- P) COMMUNICATIONS**
 - Safety Service Director- John Murphy
 - City Auditor
 - Re: Letter to Council
 - Re: January Monthly Financial Report Letter

"Gem of the Highlands"

Mayor Schneider

Mayor Schneider

Q) EXCUSE ABSENT MEMBER/S

R) ADJOURNMENT

Re: Mayor’s Court Fines

Re: Norwood Arts Board- 1 year appointment



NORWOOD, OHIO

Ordinance No. _____ **20** _____

ORDINANCE REAUTHORIZING THE MAYOR AND/OR SAFETY-SERVICE DIRECTOR TO ENTER INTO AN AMENDED EASEMENT AGREEMENT WITH REGENT REALTY, LLC, FOR SCHOOLHOUSE OUTFITTERS, LLC, AS ORIGINALLY AUTHORIZED IN ORDINANCE NO. 35-2014, AND DECLARING AN EMERGENCY

WHEREAS, Regent Realty, L.L.C. has expanded its operations in the City of Norwood; and,

WHEREAS, such expansion has had a positive economic impact on the City of Norwood; and,

WHEREAS, Council by Ordinance No. 44-2007 authorized the Safety-Service Director to enter into an easement agreement with Regent Realty LLC; and,

WHEREAS, Council by Ordinance No. 35-2014, authorized the Mayor and/or Safety-Service Director to enter into an amended easement agreement with Regent Realty LLC under which Regent Realty LLC was, and is, seeking an amendment to the easement agreement to add additional property to the easement area; and,

WHEREAS, the Amended Easement agreement (attached hereto) involves land or right-of-way which is not needed by the City of Norwood for any public purpose, and was signed by former Safety-Service Director Joseph C. Geers, but was never recorded; now therefore,

BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that:

SECTION 1. This Council reauthorizes the Mayor and/or Safety-Service Director to enter into an amended easement agreement with Regent Realty, LLC for use by Schoolhouse Outfitters LLC. Copies of the agreements are attached to this ordinance and incorporated by reference herein as Exhibit "A", and to see that this amended easement agreement.

SECTION 2. This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith.

PASSED _____

Date

Ken Miracle
President of Council

ATTEST:

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the _____ day of _____, 2021, in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____, 2021.

Maria Williams
Clerk of Council

APPROVED _____
Date Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was published in the
_____ on _____ and _____.
(Name of Newspaper) (date) (date)

Maria Williams
Clerk of Council

ORDINANCE READINGS

1st Reading _____
Date

2nd Reading _____
Date

3rd Reading _____
Date

All 3 Readings _____
Date

Tabled _____
Date

Vetoed _____
Date

AMENDMENT TO EASEMENT AGREEMENT

(Adding Additional Easement Area)

This Amendment to Easement Agreement ("Amendment") hereby amends the Easement Agreement, previously granted and executed January 3, 2008 (the "Easement"), by The **City of Norwood**, an Ohio municipal corporation ("Grantor"), whose address is 4645 Montgomery Road, Norwood, Ohio 45212, to **Regent Realty L.L.C.**, an Ohio limited liability company ("Grantee"), whose address is 3736 Regent Avenue, Norwood, Ohio 45250 ("Regent Property"), said Easement recorded January 7, 2008 in Official Record Book 10741, Page 2001 Hamilton County, Ohio, and being a perpetual and exclusive easement for purposes of ingress and egress, both pedestrian and vehicular, and for all customary private road purposes; for the construction, maintenance, repair, replacement, and removal of a private, gated and fenced parking lot and loading dock area; and for general commercial business arising out of or related to Grantee's use of all or part of the Regent Property on, over and across a portion of Lexington Avenue.

NOW, THEREFORE, for further good and sufficient consideration, Grantor and Grantee agree to amend the Easement as follows:

1. The Easement Area as identified in the Easement, is hereby expanded to include the Additional Easement Area, as described and depicted on **Exhibit A-1** attached hereto. The Additional Easement Area shall primarily be used for ungated additional vehicular parking.
2. All terms, provisions, conditions and indemnifications of the original Easement binding upon Grantor and/or Grantee continue in full force and effect with respect to the both the original Easement Area and the Additional Easement Area.
3. John P. Murphy, Safety-Service Director, is a duly authorized agent of the Grantor and has the authority to grant this Amendment to Easement Agreement which has been duly authorized by the City of Norwood.
4. Grantee, by its acceptance and recordation of this Amendment to Easement Agreement, shall be deemed to have reaffirmed acceptance of the Easement, as amended by this Amendment.

EXECUTED this ____ day of _____, 2021.

CITY OF NORWOOD

REGENT REALTY L.L.C.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of the City of Norwood, an Ohio municipal corporation, on behalf of the corporation.

Notary Public
My commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

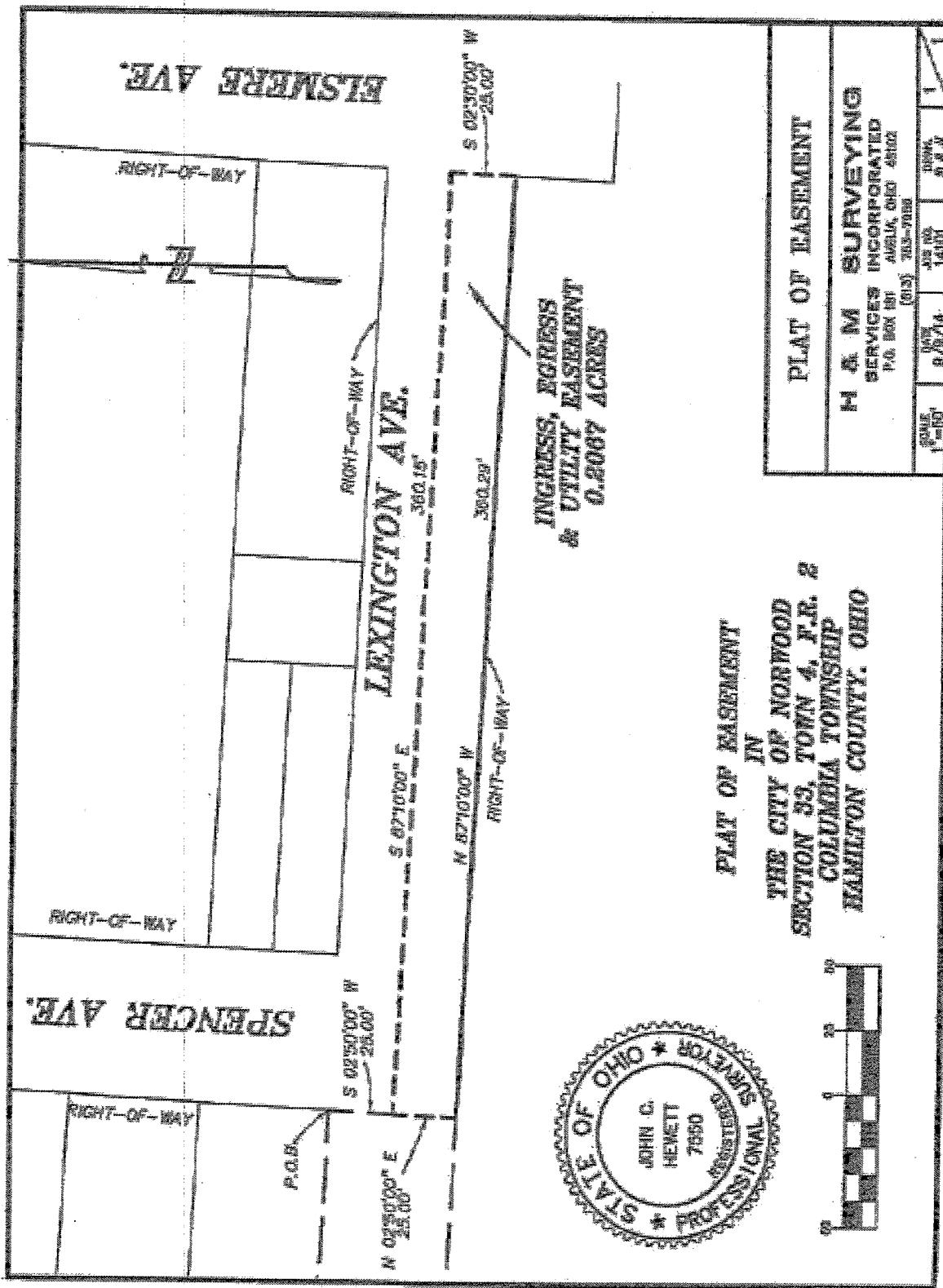
The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Regent Realty L.L.C., an Ohio limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

This instrument was prepared
in its unexecuted form and without
benefit of title exam by:
Richard T. La Jeunesse, Esq.
Graydon Head & Ritchey LLP
1900 Fifth Third Center
P. O. Box 6464
Cincinnati, Ohio 45201-6464
(513) 621-6464

EXHIBIT A-1

Additional Easement Area





Page 3 of 5



EASEMENT DESCRIPTION
INGRESS, EGRESS AND UTILITY EASEMENT
ON REGENT AVENUE

Situated in the City of Norwood, Section 33, Town 4, F.R. 2, Columbia Township,
Hamilton County, Ohio and being more particularly described as follows:

Beginning at a point at the east line of Regent Avenue where it is intersected with the
north line of Lexington Avenue;

THENCE leaving said east line N 87°10'00" W for a distance of 21.41 feet to a point;

THENCE S 02°50'00" W for a distance of 50.00 feet to a point in the south line of
Lexington Avenue;

THENCE with said south line N 87°10'00" W for a distance of 38.59 feet to a point in the
west line of Regent Avenue;

THENCE with said west line N 02°50'00" E for a distance of 115.00 feet to a point;

THENCE crossing said Regent Avenue S 87°10'00" E for a distance of 60.00 feet to a
point in the east line of said Regent Avenue;

THENCE with said east line S 02°50'00" W for a distance of 65.00 feet to the place of
beginning.

Said easement contains 0.1338 acres.

**EASEMENT DESCRIPTION
INGRESS, EGRESS AND UTILITY EASEMENT
ON LEXINGTON AVENUE**

Situated in the City of Norwood, Section 33, Town 4, F.R. 2, Columbia Township, Hamilton County, Ohio and being more particularly described as follows

Commencing at a point at the west line of Spencer Avenue where it is intersected by the north line of Lexington Avenue; Thence leaving said north line S 02°50'00" W for a distance of 25.00 feet to a point in the centerline of Lexington Avenue and being the true place of beginning of the following described easement;

THENCE from said true place of beginning with said centerline S 87°10'00" E for a distance of 360.15 feet to a point;

THENCE leaving said centerline S 02°30'00" W for a distance of 25.00 feet to a point in the south line of Lexington Avenue;

THENCE with said south line N 87°10'00" W for a distance of 360.29 feet to a point;

THENCE leaving said south line N 02°50'00" E for a distance of 25.00 feet to the place of beginning.

Said easement contains 0.2067 acres.



NORWOOD, OHIO

Ordinance No. _____ 20_____

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR OR MAYOR TO BYPASS THE COMPETITIVE BIDDING PROCESS AND ENTER A “SOFTWARE AS A SERVICE AGREEMENT” WITH PEEL9, INC. TO PROVIDE SOFTWARE AND SUPPORT FOR A RECORDS MANAGEMENT AND ANALYTICS SYSTEM FOR THE CITY OF NORWOOD POLICE DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS, Council recognizes the need to provide the Norwood Police Department with software and support necessary to enable the management and analysis of records of police responses to calls for service, investigations and other activities, and that the software and support for these duties is a specialized service, not subject to the bidding process; and

WHEREAS, since at least 2013, the City of Norwood has used the PAMET records management system for its many reports of incidents occurring within the City of Norwood and to record those incidents requiring service calls in a systematic way which allows the City to get follow-up access to those incidents and to find those incidents, identify matters and types of matters requiring follow-up, etc.; and

WHEREAS, the PAMET record system is no longer supported by its vendor, nor can it be specially programmed to meet the needs of the City of Norwood Police Department for records management; and

WHEREAS, the Norwood Police Department and its key leadership has considered various software systems and support proposals and has concluded that the records management systems which is most suitable to the City of Norwood Police Department’s needs is provided by Peel9 Inc., which has proposed a three-year “Software as Service Agreement” which will provide the necessary software and service support for the City of Norwood Police Department’s Records Management System;

WHEREAS, Council desires to authorize the Service-Safety Director or Mayor to enter an agreement substantially similar to that attached hereto as Exhibit 1; now therefore,

BE IT ORDAINED by Council for the City of Norwood, State of Ohio, that:

SECTION ONE. The Council of the City of Norwood hereby recognizes that the provision of this software and support is a specialized service, not subject to the bidding process, and authorizes and designates the Service-Safety Director or Mayor of the City of Norwood to bypass the bidding process, and to execute and deliver an agreement substantially similar to that attached hereto as Exhibit 1, Software as Service Agreement, with its attached Exhibits A, B, and C, which requires expenditures of \$30,000.00 in 2021, \$17,200 in 2022, and \$18,500 in 2023, on the City’s behalf.

SECTION TWO. The City Auditor is authorized to draw, and the City Treasurer to pay warrants necessary for the foregoing Agreement out of the **POLICE CRIME CONTROL – CONTRACTUAL SERVICES FUND 1001-0832-57200**.

SECTION THREE: This Ordinance is hereby declared to be an emergency ordinance necessary for the immediate preservation of the public peace, health, safety and general welfare of the people of the City of Norwood and shall go into effect forthwith, given the need to bring the new police records management system on line to continue to enable the City of Norwood Police Department to systematically manage the records necessary to do the Department’s work properly and lawfully.

PASSED _____

Date

Ken Miracle
President of Council

ATTEST:

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the _____ day of _____, 2021 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____, 2021.

Maria Williams
Clerk of Council

APPROVED _____
Date

Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Maria Williams, the duly appointed Clerk of Council, attests that this ordinance was published in the

_____ on _____ and _____.
(Name of Newspaper) (date) (date)

Maria Williams
Clerk of Council

1st Reading _____
Date

2nd Reading _____
Date

3rd Reading _____
Date

All 3 Readings _____
Date

Tabled _____
Date

Vetoed _____
Date

EXHIBIT 1

Software as a Service Agreement

This Software as a Service Agreement (this “**Agreement**”), effective as of _____, 2021 (the “**Effective Date**”), is by and between Peel9 Inc., a Delaware corporation with offices located at 1775 Mentor Avenue, Suite 725, Norwood, OH, 45212 (“**Provider**”) and The City of Norwood, Ohio, a State of Ohio Municipal Corporation with offices located at 4645 Montgomery Road, Norwood, OH, 45212, (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agree

ement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) “**Documentation**” means Provider’s user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(e) “**Provider IP**” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the Services but does not include Customer Data.

(f) “**Services**” means the software-as-a-service offering described in **Exhibit A**.

(g) “**Third-Party Products**” means any third-party products described in **Exhibit A**, if any, provided with or incorporated into the Services.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 14(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary user access and network links or connections to allow Customer to access the Services.
- (b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 14(g)) license to use the Documentation during the Term solely for use by Customer's Police Department.
- (c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, modify, translate, alter, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. Provider acknowledges that customer will use the Services for law enforcement related purposes.
- (d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized End User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized End User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 6(a)(ii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured.
- (f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein,

belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information. Provider shall indemnify and hold harmless Customer from any claims or liability resulting from Provider's use of Customer's Data to compile or make public the Aggregated Statistics.

3. Data Use and Data Sharing.

(a) Data. Data means all crime and incident data entered into Provider's software solution. Customer will be responsible for supplying the Provider the needed interface to access and migrate their historical Data from their current RMS vendor. Any costs for the development of this new interface are the responsibility of the Customer.

(b) Data includes, but is not limited to:

- (a) calls for service;
- (b) crime incident reports;
- (c) arrest data;
- (d) field interrogation reports
- (e) offense data, and
- (f) other police activities.

(c) Customer agrees to allow Provider access to their data and to share Data with other Peel9 local law enforcement clients for their law enforcement purposes. Data shared among local law enforcement clients will be in *Read Only* format and cannot be modified. *Investigative narratives will not be shared without the prior written consent of the Customer.*

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions referred to in Exhibit A. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products;

(c) Limitations on Use of Services. Customer is responsible for the accuracy, quality and legality of any Customer Data incorporated or stored in the software including, without limitation, information related to the subject of an investigation, Customer's name, account information, and User information.

(d) Access to Customer Information. Customer will provide Provider access to Customer's location site and

all necessary equipment, users, employees, records, and Customer Data necessary for Provider to provide its Services under the Agreement;

(e) No Links to Other Sites. Customer will not create Internet links to the Services or “mirror” any content contained in the Services or Peel9 Website on any other Internet-based device;

(f) User Access Credentials. Customer will assign each User a unique account with unique access credentials. Customer will not allow or assist any person with sharing a User account.

5. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit B**.

(b) Support. The access rights granted hereunder entitles Customer to the support services described in **Exhibit B**. The most current support services will be posted on Provider’s website.

6. Fees and Payment.

(a) Fees. Provider further agrees to provide the RMS and other services, described in the December 15, 2020 proposal attached as Exhibit C, on the matching terms stated in both Exhibits A and C.

Customer shall pay Provider the fees (“Fees”) as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) if such failure continues for 10 days or more, Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full. Access shall not be suspended in the event of a bona fide dispute regarding the fees claimed by Provider to be due and owing.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider’s income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer’s records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

7. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written,

electronic, or other form or media/in written or electronic form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Notwithstanding the foregoing, the Parties agree that the Customer is an Ohio municipal corporation subject to Ohio Public Records Law. Nothing in this Agreement shall prevent Customer from complying with its obligations to retain required documents and produce records in compliance with Ohio law.

8. Security. Provider will employ security measures to protect the Services and Customer's Data stored within the Services in accordance with applicable industry practice and will secure and maintain insurance specifically covering a data breach event, naming the Customer as an additional insured. In the event of a data breach involving Customer's data, the party who first learns of such breach will promptly notify the other party thereof as soon as practicable, but no later than forty-eight hours after the party becomes aware of the breach. Customer is solely responsible for the security and use of Customer's and its Users access credentials. Customer shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to:

- (a) securely administer the distribution and the use of all access credentials and protect against any unauthorized access to or use of the Services; and
- (b) control the content use of Customer's data.

Immediately following a notification of a data breach, the parties shall coordinate with each other to investigate the data breach in accordance with applicable industry standards. Except to the extent that the breach was proven to be the result of any action or inaction of Customer, Provider shall take all reasonable steps to remedy any data breach at Provider's expense in accordance with applicable privacy rights, laws, regulations, and standards.

9. Intellectual Property Ownership; Feedback.

- (a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. [used in compliance with applicable laws and privacy requirements]

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

10. Limited Warranty and Warranty Disclaimer

(a) Provider warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit B** when accessed and used in accordance with the Documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit B**. The remedies set forth in **Exhibit B** are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 10(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

11. Indemnification.

(a) Provider Indemnification for Infringement or Misappropriation by a Third-Party.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 11(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data ; or (D) Third-Party Products.

(iv) Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

(b) Provider Indemnification for Data Breach Claim by a Third Party

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") brought against it arising out of or related to the Provider's failure to comply with its data security obligations.

12. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES. EXCEPT FOR DATA BREACH CLAIMS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

13. Term and Termination.

(a) Term. The term of this Agreement shall commence on Effective Date and shall continue for three years (the "Original Term"). Provided the Provider is not in default under this Agreement at the end of the Original Term, this Agreement shall automatically be extended twice, each time for a one (1) year period (each extension together with the Original Term, collectively, the "Term"), unless either party gives notice to the other not less than sixty (60) days prior to the end of the then current Term. Total fees for services shall not be increased by more than 10% during each renewal term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its

creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed, unless otherwise prohibited by Ohio law. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. The Customer may export its Customer Data without additional charge. It is the Customer's responsibility to download its data within 30 days following the expiration of the Agreement.

(d) Survival. This Section 13(d) and Sections 1, 6, 7, 8, 10(b), 11, 12, and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of receipt) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the city of Cincinnati and County of Hamilton, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PEEL9 INC.

NORWOOD, OHIO

By: _____

By: _____

Name: Todd Levy

Name: Victor Schneider

Title: CEO

Title: Mayor

CERTIFICATION OF FUNDS

I hereby certify that the funds necessary to meet the obligations of the City of Norwood, Ohio under the attached Contract during the fiscal year 2021 are available, or in the process of collection to the credit of an appropriate fund, and that said funds are not and cannot be used for any other purposes.

Date: _____

Name: Timothy Molony

Title: Treasurer

Approved as to Form:

Name: Keith Moore

Title: Law Director

EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

- A. DESCRIPTION OF SERVICES: The Peel9 police agency records management system ("RMS") and reporting "Software as a Service", cloud-hosted application, as more fully described "Peel9 Providing a Records Management and Analytics System to the Norwood, Ohio Police Department" dated December 15, 2020 which is incorporated by reference herein. Services shall include the Peel9 Evidence and Property module.

TERMS AND FEES

- A. TERM: Three (3) Year User Agreement beginning on March 1, 2021, with an option to renew this Agreement up to two (2) times, with a renewal term of one (1) year each, and a maximum of a 10% price increase per year in each option year. Customer must provide notice of its intent to renew this Agreement within 30 days of the expiration of the then-current term.

Historical Data Migration and Set Up Fees are a one-time cost (described below) and will be payable in March 2021.

- B. FEES: Customer will pay Provider on an annual basis use of the Peel9 RMS system. Provider will invoice Customer and payment is due within 30 days of receipt of invoice. Provider reserves the right to change its fees outside of the initial term and will post the most current fees structure on Peel9.net website.

Description of Fees:

2021

- a. Initial Set Up Fee of \$14,000 payable March 1, 2021. This includes a one-time historical digital data upload into the Peel9 system and the creation of a Norwood PD RMS dashboard.
- b. 2021 Annual User Fee of \$16,000, which includes use of the Call Management and Court Management Systems:
 - i. 2021 Annual User Fee covers the inclusive period of March 1, 2021 – February 28, 2022, with invoice issued March 1, 2021.
- c. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$100 per Month.
- d. Training: initial Peel9 RMS training will be provided at no cost during 2021.
- e. ***Total fees payable to provider in 2021: \$30,000***

2022

- a. Annual user fee of \$17,200, which includes use of the Call Management System and Court Management Systems:
 - i. Payment period to begin March 1, 2022 with annual invoice issued March 1, 2022.
- b. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$100 per Month.
- c. Custom training, data management and analytical consulting will be billed at \$135/hour as needed.
- d. ***Total fees payable to provider for 2022: \$17,200***

2023

- a. Annual user fee of \$18,500, which includes use of the Call Management System and Court Management Systems:
 - i. Payment period to begin March 1, 2023 with annual invoice issued March 1, 2023.
- b. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$100 per Month.
- c. Custom training, data management and analytical consulting will be billed at \$145/hour as needed.
- d. ***Total fees payable to provider for 2023: \$18,500***

EXHIBIT B

SERVICE LEVELS AND SUPPORT

- A. **UPTIME:** Provider will provide access to the Services at a 99.9% uptime. If Provider uptime falls below the 99.9% in a given month (4-week period), Customer will receive a 25% credit of that month in net monthly fees paid for the following month. Provider is not responsible for any downtime of the Services caused by third party data services or third-party software/internet access components. Provider reserves the right to limit access to the Services to update the hardware/software on a periodic basis and will provide Customer with as much notice as possible prior to taking the Services off-line.
- B. **CLOUD HOSTING:** The Services are cloud hosted on CJIS Compliant Amazon Web Services Government World-Class Server Infrastructure. This infrastructure provides back-up redundancy for disaster recovery, infinite storage, and DDoS and anti-virus protection. Provider reserves the right to update the Cloud Hosting infrastructure with the latest description provided via the Peel9.net website.
- C. **SUPPORT:** Provider will provide regular business hour telephone, email and service ticket support 8am-5pm ET Monday – Friday. Outside of these hours, Provider will provide emergency telephone support (emergency telephone number to be provided on Provider website). If non-catastrophic support is requested outside of regular business hours, Provider reserves the right to charge an hourly fee of up to \$125/hour billed in quarter hour increments. Provider reserves the right to update Support Services which will be posted on the Provider website.
- D. **ACCESS:** Provider is optimized for the Chrome or Firefox Browsers for desktop/mobile/tablet. Provider may offer optimization for additional desktop/mobile/tablet browser which can be found on the Peel9.net website.
- E. **TRAINING:** Provider will provide on-site training for “train the trainer” thereby allowing the agency to train their staff on their timing. Additional on-site training and video-aided training will be available and may be quoted for an additional cost.
- F. **HISTORICAL DATA UPLOAD:** Provider allows historical data upload based on the Peel9 database schema. Provider will provide API data migration directly from select RMS providers and included in the initial setup fee. Customer will be responsible for providing the needed interface to access their historical data from their current RMS vendor. Any costs for the development of this new interface are the responsibility of the Customer. Custom data uploads beyond the initial setup requiring Peel9 database personnel may be billed at up to \$125/hr. Provider only accepts digital historical data.
- G. **CJIS COMPLIANCE:** Provider employees with access to Customer data have CJIS compliance background checks on an annual basis.

EXHIBIT C
PROPOSAL for SERVICES



**Providing a Records Management and Analytics System
to the
Norwood, Ohio Police Department**

December 15, 2020

Please direct all correspondence regarding this proposal to:
Daniel W. Gerard, Director of Business Development,
c/o Peel9, 2900 Reading Road 2nd Floor
Cincinnati, OH 45206
dan.gerard@peel9.net (513) 368-1064

Providing a Records Management and Analytics System to the Norwood, Ohio Police Department

INTRODUCTION

The Norwood, Ohio Police Department (NPD) requests a comprehensive system to manage, analyze and share data across their agency. Peel9's proposed *Records Management and Data Analytics System* (RMS) offering does that. The proposed RMS offers a high potential to improve outcomes for NPD's operational and administrative functions by creating a shared data environment to improve overall agency efficiency and effectiveness.

If the proposed project is accepted, Peel9, a University of Cincinnati supported data analytics and records management company, will provide a comprehensive records management system, with integrated data visualization and analytics, to capture information that will advance evidence-based best practices across the entire NPD.

To accomplish this, the Peel9 solution will focus on 5 primary areas: 1) Records Management 2) Operational and Administrative Analytics, 3) Data Sharing, 4) Court Management and 5) Call Management.

RECORDS MANAGEMENT

A records management system (RMS) is "an agency-wide system that provides for the storage, retrieval, retention, manipulation, archiving, and viewing of information, records, documents, or files pertaining to law enforcement operations. RMS covers the entire life span of records development—from the initial generation to its completion. An effective RMS allows single entry of data, while supporting multiple reporting mechanisms." (This definition is taken from both the Bureau of Justice Assistance's Standard Functional Specifications for Law Enforcement Records Management Systems and the International Association of Chiefs of Police [IACP]/Department of Justice's Community Oriented Policing Services [COPS] Technology Technical Assistance Program's Records Management Systems documents.)

"Records" are the information created, received, and maintained as evidence and information by an organization or person, in pursuance of legal obligations or in the transaction of business. The International Council on Archives (ICA) Committee on Electronic Records defines a record as: "recorded information produced or received in the initiation, conduct or completion of an institutional or individual activity and that comprises content, context and structure sufficient to provide evidence of the activity." For the purpose of this document, records are limited to documents or electronic files directly related to law enforcement operations such as: incident reports, traffic crash reports, arrest reports, citations, warrants, case management, field contacts/field interrogation reports, etc.

OPERATIONAL AND ADMINISTRATIVE ANALYTICS

Current law enforcement data management systems contain a multitude of free form text boxes. As a result, collected data is neither standardized nor searchable making data analytics difficult, especially at the operational level. There are often no formal agency data dissemination plans at the operational level. Converting data to operational applications is left to individual agency members or police commanders and their personal abilities to translate data into an actionable strategy. Data often requires initial entry (either paper or electronic), then a duplicate entry into another system for electronic storage, and possibly a third entry when transmitted to another agency. This severely limits shared data connectivity, data sharing, data integration, data transfer, and data gap analysis identification.

Evidence-based” and “data-driven” are two phrases frequently used in modern criminal justice policy. In criminal justice, nearly all strategies considered to be evidence-based require an extensive analytical capability.

For example, in law enforcement, small area crime concentration policing and/or problem-oriented policing require extensive crime analysis capabilities to identify specific neighborhood crime attractors, while offender-based strategies require extensive criminal offender intelligence analysis and data sharing capabilities to link criminal offenders more easily with the various people and places they regularly interact with in order to develop co-offending networks.

Many agencies lack the capacity to analyze their own data due to being understaffed. For many entities, existing data analysis primarily consists of year-to-date statistical comparisons on specific items of importance to different individual stakeholder groups. Analytics processes and reporting are often not automated, resulting in historical data reporting, which limits effective real time use.

In order to maximize their effectiveness, law enforcement should narrowly focus their actions on the people, and places who pose the highest risks to public safety. Consistent law enforcement operational practices cannot be achieved without analysis to determine the primary locations and peak times that the targeted events are occurring. Analysis to determine hot spots and underlying criminal causative factors without follow up action to remove the cause is time wasted.

DATA SHARING

Many police agencies utilize databases that only contain information compiled by their own organization. As a result, a crime series that affects several towns within a few miles of each other may go undetected because there is no collective awareness of a regional crime problem.

Agencies that share boundaries or agencies within a specified region should consider utilizing a single, robust data system that allows information to be readily accessed by personnel from all participating agencies. Doing so will provide immediate return on investment in the form of improved efficiency and effectiveness for the agencies.

The ultimate goal of a collaborative data-driven project is to use data analytics and their findings to generate positive change and make agencies more efficient and effective. The Peel9 RMS solution will establish a firm foundation upon which NPD will be able to share data, both internally and externally, and more easily implement data-driven, evidence-based decision making across the agency.

COURT MANAGEMENT

Court management software provides tools for courts to manage cases from initiation to post-case disposition. The capabilities of court management software can include data entry and storage for case-by-case details, docket creation and scheduling, fee and fine records, and direct submission/reporting to Ohio's Supreme Court. These products are used in courts at every level of the justice system, including Mayor's Courts who hear cases about traffic violations, minor misdemeanors, and violations of local ordinances. By using these Peel9 court management solutions, courts can process their cases in a timely fashion and help centralize important case information in one location.

CALL MANAGEMENT

Call Management is a unique application designed and developed by Peel9 that allows a law enforcement agency to handle their phone calls in a manner that best suits the agency's service requirements. It gives an agency the freedom to decide which calls they want to handle and has the ability to direct personalized agency responses to the various callers. The incoming calls and subsequent agency action taken can be easily documented in the Peel9 RMS for reporting and analysis.

ANTICIPATED OUTCOMES:

- Improved City of Norwood public safety
- NPD data connectivity, data integration, data transfer, and data gap analysis identification
- Improved NPD collaboration and internal/external information sharing
- Clear visualization of repeat calls for service locations
- Creation of real or near-real time local data exchanges with other law enforcement Peel9 system users
- Increased agency capacity for actionable data-driven strategies
- Better informed agency funding decisions
- Additional internal and external resource leveraging
- Increased NPD effectiveness, efficiency, and equity

DATA COLLECTION AND MIGRATION

The Peel9 team will be dependent on partnering with NPD to provide ongoing and regular access to quality data for this work. NPD may desire migration of their historical data. Migration of historical data is the process of moving data from one location to another, one format to another, or one application to another. Data migration projects run more efficiently when segmented into increments. Source data can then be audited, mapped, tested, and transferred in staggered phases. Peel9 allows historical data uploads based on the Peel9 database schema. Peel9 will provide API data migration directly from select RMS providers. Any custom data uploads requiring Peel9 database personnel may be billed at up to \$125/hr. Peel9 only accepts digital historical data.

Both newly created and migrated data will be housed on the Criminal Justice Information System (CJIS) compliant servers of the Amazon Web Services Government Cloud. This infrastructure provides back-up redundancy for disaster recovery and infinite storage, along with DDoS and anti-virus protections.

PEEL9 DELIVERABLES

Data Sharing	<ul style="list-style-type: none">● Agency defined permissions for data sharing● Tiered access levels within an agency● Shareable Master Name Index● Other criminal justice agency access (prosecutor, courts etc.)● Auditing
Data Analytics	<ul style="list-style-type: none">● User configurable dashboard● Visualize repeat calls for service locations● Link people and places● Quarterly data optimizations
Court Management	<ul style="list-style-type: none">● Data entry and storage for case-by-case details● Court docket creation● Track court fees and fines● Direct Ohio Supreme Court and BMV submission/reporting
Call Management	<ul style="list-style-type: none">● Manage incoming calls● Determine needed agency response parameters
Training	<ul style="list-style-type: none">● Centralized training● Train-the-trainer sessions● On-going training as new system features implemented

	<ul style="list-style-type: none"> • Knowledge base provided (electronic)
Data Hosting	<ul style="list-style-type: none"> • Amazon Web Services (CJIS compliant)
Support	<ul style="list-style-type: none"> • Integrated Help Desk ticketing process for non-critical system issues • Email and phone support

TERMS AND FEES

- C. TERM: Three (3) Year User Agreement beginning on March 1, 2021, with an option to renew this Agreement up to two (2) times, with a renewal term of one (1) year each, and a maximum of 10% price increase per year in each option year. Customer must provide notice of its intent to renew this Agreement within 30 days of the expiration of the then-current term.

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2022

- e. Annual user fee of \$17,200, which includes use of the Call Management System and Court Management Systems:

- i. Payment period to begin March 1, 2022 with annual invoice issued March 1, 2022.
- f. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$100 per Month.
- g. Custom training, data management and analytical consulting will be billed at \$135/hour as needed.
- h. Total fees payable to provider for 2022: \$17,200***

2023

- e. Annual user fee of \$18,500, which includes use of the Call Management System and Court Management Systems:
 - ii. Payment period to begin March 1, 2023 with annual invoice issued March 1, 2023.
- f. Maximum of 1 TB (Terabyte) of Data Storage is included; beyond each TB will be billed at \$100 per Month.
- g. Custom training, data management and analytical consulting will be billed at \$145/hour as needed.
- h. Total fees payable to provider for 2023: \$18,500***

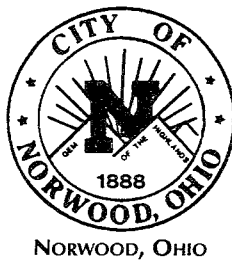
NOTE: All initial proposed fees are valid for 60 days from 12/15/2020. After 60 days, the initial proposed fee schedule may be amended at the discretion of Peel9.

PEEL9 ORGANIZATIONAL CAPACITY

Peel9 is a University of Cincinnati Innovation Hub supported records management and analytics company that serves the law enforcement community. The Peel9 team has over 100 years combined experience in local and international law enforcement as well as extensive experience in the development of both software and technology solutions that make businesses more effective and efficient.

The Peel9 Records Management System (RMS) was created in response to demand from our existing analytics customers who needed a comprehensive, user friendly RMS that could do more than serve as an electronic file cabinet. Peel 9 believes **Data** only becomes **Actionable Information** when it is **effectively analyzed**. When investigators can determine where and when a crime occurred, what happened and who committed the crime, **Data becomes Actionable Information**.

The Peel 9 Records Management and Data Analytics System allows law enforcement agencies to access their data in real time, then quickly analyze and visualize it to identify patterns and trends. These patterns and trends can then be used to develop data-driven, actionable strategies that can be implemented in the field and quickly evaluated



Resolution No. _____ **20** _____

A RESOLUTION ACCEPTING THE MONTGOMERY ROAD REDEVELOPMENT PLAN

WHEREAS, the Montgomery Road Redevelopment Plan Project was funded entirely through an application, made by the Norwood Together community development corporation on behalf of the City of Norwood, to Hamilton County under Hamilton County's Planning Mini-grant Program using United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds; and

WHEREAS, pursuant to the application, the City of Norwood was awarded \$30,000 of in-kind staff time for planning services by the Hamilton County Department of Planning + Development to complete the Project, a plan designed to recommend short term low-cost improvements, and medium term capital intensive improvements to guide the revitalization of the Montgomery Road corridor and to encourage private investment in a manner that reflects the aspirations and pride of the City of Norwood; and

WHEREAS, the Project, begun in June, 2020, has been completed, including a document titled "Montgomery Road Redevelopment Plan"; and

WHEREAS, the Council has been presented with the Montgomery Road Redevelopment Plan, and has considered it; now therefore,

BE IT RESOLVED by the Council of the City of Norwood, State of Ohio:

That the Council accepts the Montgomery Road Redevelopment Plan, the 18-page Executive Summary of which is attached to this resolution, as a planning tool for the further development of the Montgomery Road corridor within the City of Norwood, and thanks Hamilton County Planning + Development, and the other people and entities that caused the Montgomery Road corridor to be studied, and this Plan to be completed.

PASSED _____

Date

Ken Miracle
President of Council

ATTEST:

Maria Williams, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____, 2021 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing resolution was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____, 2021.

Maria Williams
Clerk of Council

APPROVED

Date

Victor Schneider
Mayor

CERTIFICATION OF PUBLICATION:

Maria Williams , the duly appointed Clerk of Council, attests that this ordinance was published in the

(Name of Newspaper)

on

(date)

and

(date)

Maria Williams
Clerk of Council

1st Reading

Date

2nd Reading

Date

3rd Reading

Date

All 3 Readings

Date

Tabled

Date

Vetoed

Date

EXECUTIVE SUMMARY

Large private landowners like UDF and Xavier University with a stake in the corridor; “Good Bones” of historic structures like the public library and City Hall; A new hike and bike trail; Up and coming residential neighborhoods; New city leadership and a new community group engaged in the future- All bode well for the City of Norwood’s Montgomery Road Corridor.



Image of Corridor

The *Montgomery Road Redevelopment Plan* is an action plan designed to recommend short term low-cost improvements, and medium term more capital intensive improvements to guide the revitalization of the corridor and continue to attract and encourage the right kinds of private investment in a manner that reflects the aspirations and pride of the City of Norwood.

The recommendations of this plan center around four main areas:

INVEST IN AREAS WITH EXISTING MOMENTUM

The plan identifies the area between City Hall and Victory Park as the highest priority investment area. These investments will build on ongoing or planned private sector activity in this area. Secondary target areas include near the Wasson Way, near the Library, at the Hudson Avenue intersection, and at the UDF home office location.

POLISH THE GEM OF THE HIGHLANDS

Deferred maintenance- particularly south of Monroe Avenue- has created a worn out, tired appearance that is not attractive to private investment. Minor upgrades such as new street signs, painting of all metal utility poles, trimming and replacement of street trees, and painting crosswalks and lane markings at signalized intersections could provide an inexpensive refresh to this area.

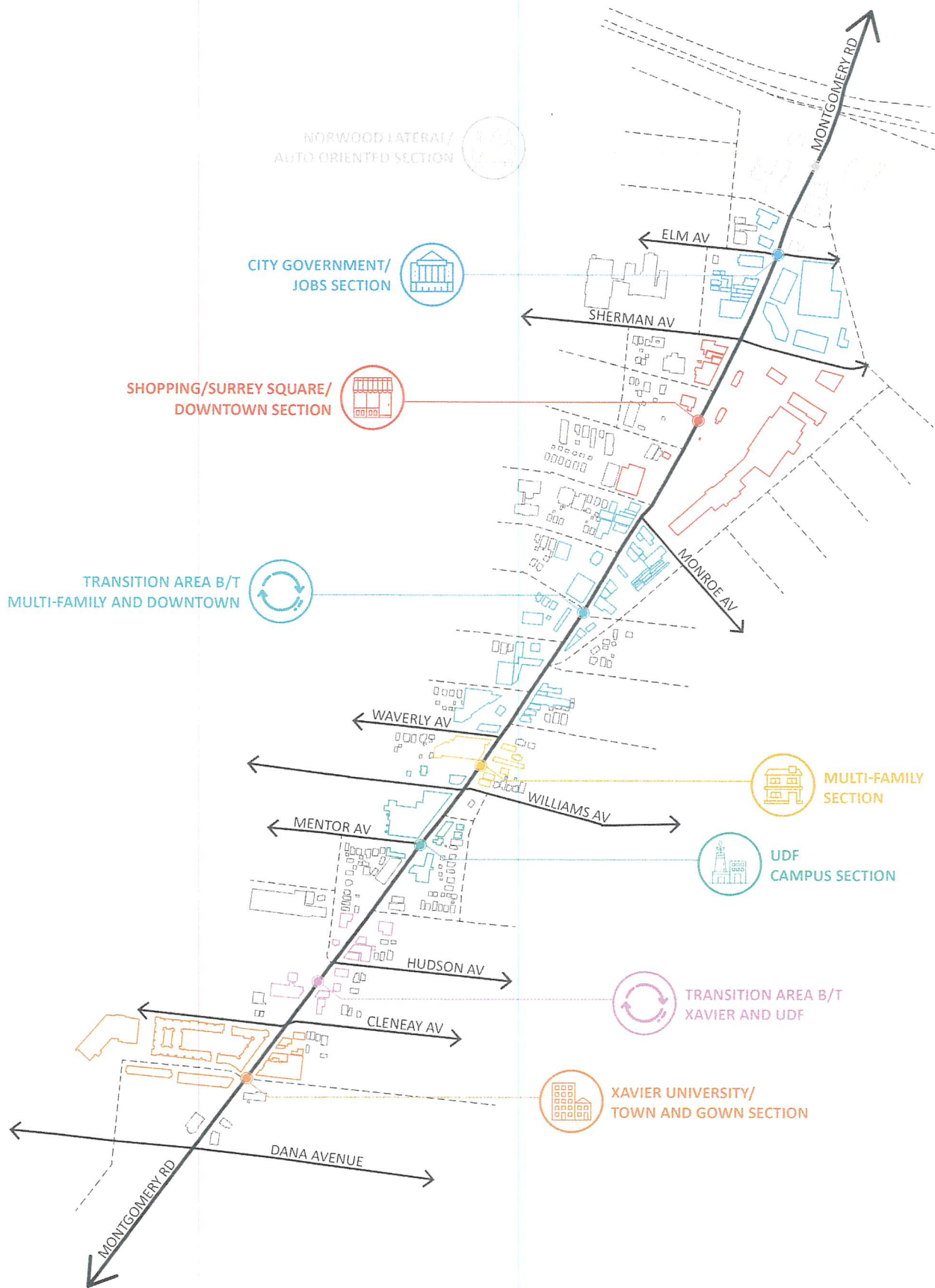
EMPHASIZE EAST/WEST PEDESTRIAN CONNECTIONS

Making Montgomery Road more of a community connector rather than a barrier to east/west movement of pedestrians and cyclists is a priority of the plan. Some destinations like the Library and Off-Pike Market are on the west side of the corridor while others like Kroger are on the east side. The steering committee targeted several intersections for interventions that would help pedestrians safely cross Montgomery Road.

CREATING A STRATEGIC FRAMEWORK FOR DEVELOPMENT

Analysis of the corridor revealed that it has sections of unique character. Not only does this strategy help segment the corridor into sections that can be addressed on a priority basis, it can give the corridor more character. Breaking down the Montgomery Road Corridor into more manageable chunks can serve as a guide for future development. This plan aims to emphasize these areas and strengthen their identity into nodes. Eight sections were identified:

- Xavier University/Town and Gown Section
- Transition Area between Xavier and UDF
- UDF Corporate Campus Section
- Multifamily Section
- Transition Section (with small auto oriented node)
- Shopping / Surrey Square / Downtown Section
- City Government / Jobs Section
- Norwood Lateral / Auto oriented Section



Section/Node Map

INVEST IN AREAS WITH EXISTING MOMENTUM

Even as this plan was getting underway, significant private investment was happening in the corridor. These investments might seem small or isolated when viewed individually, but by building a unified narrative out of all the pieces, the momentum is apparent. Focusing on three corridor locations that currently have the most activity and potential can lead to more opportunities for redevelopment.

CITY HALL TO SHERMAN AVENUE INTERSECTION

The first location is near the Sherman Avenue intersection. Transformations are on their way at the former Fidelity Building and Bluebird and Anna's restaurants. It is also newsworthy that these investments are coming from local entrepreneurs. Pete Ventura has found success investing in the housing stock in Norwood. He has gone to the next level in redeveloping the Fidelity Building into an event center. Raymond Gordo, a former line chef under Jean Robert and owner of the popular Gordo's, and Will DeLuca, former Norwood council member and owner of Betta's Italian Oven, are coming together to remake the Bluebird Restaurant into The Pike Cafe which is envisioned to fill the current void of a modern brunch locale for Norwood.

There is opportunity to build on these two great success stories by activating the City Hall plaza and Heritage Park just south of City Hall. Already cosmetic improvements have freshened the interior of City Hall and food truck Fridays at this location have been successful. During the course of creating this plan, the City of Norwood was awarded a \$100,000 grant to transform Heritage Park into an outdoor dining location that could help nearby restaurants provide safe eating areas during the pandemic.



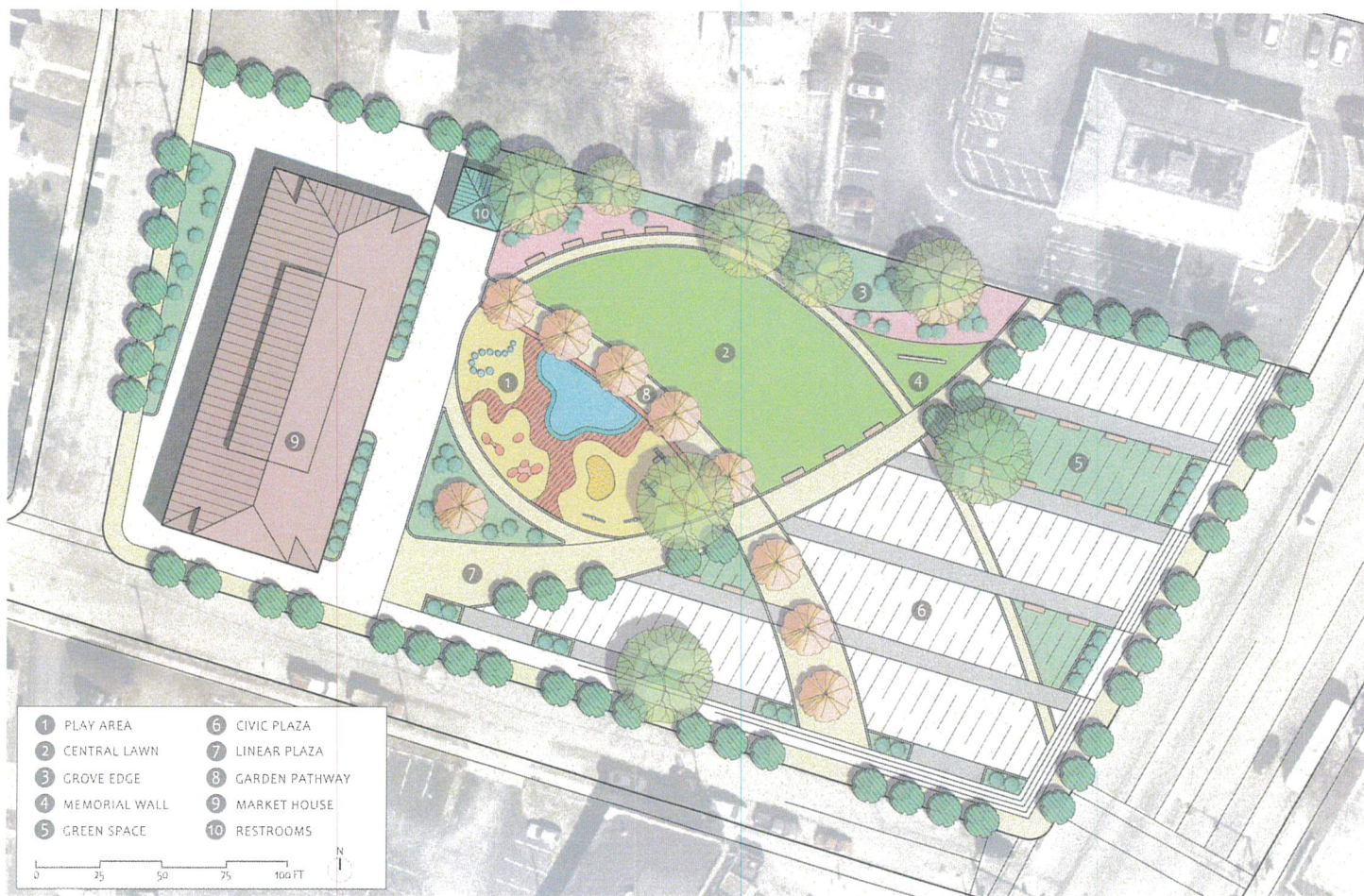
Redevelopment of Former Fidelity Building

Exploiting the underutilized Central Parke parking deck could also help this section of the corridor. The deck has plenty of free parking and the upper deck could even host outdoor events.

The City is working with ODOT on better signal timing in this area. Medium term coordination with ODOT is also planned to make changes inside the right-of-way including landscaped medians.

VICTORY PARK VICINITY

The second location is Victory Park and the former Markethouse/Safety Lane building. A significant amount of community interest and energy is focused on the handsome former Markethouse/Safety Lane building and Victory Park. The proximity of Victory Park to the energy around the Sherman Avenue intersection also seems to make this area a logical place for investment and reinvention. The City is in talks with potential vendors that could utilize the Markethouse/Safety Lane building. Short term actions at Victory Park include filling the pool, removing security fence, trimming/removing trees and landscaping. These improvements could open up the park and have it ready to complement operations in a repurposed Markethouse/Safety Lane building.



Conceptual Design of Victory Park

In order for Victory Park to fully reach its potential, a landscape architect should be hired to develop a professional design for its rehabilitation. The City will also need to address perceived safety issues in the park. Other jurisdictions have used programming of events to help create an inclusive space where all feel safe using an activated park. By keeping the park safe, clean and programmed, it can become a strong asset to teh Montgomery Road Corridor.

The potential exists for activating the area just south of the park. Several properties along Mills Avenue including Norwood Brake Auto Repair and the parking lot associated with the Ohio Media School building (4411 Montgomery Road) are for sale. The redevelopment of these properties could complement an updated Victory Park.

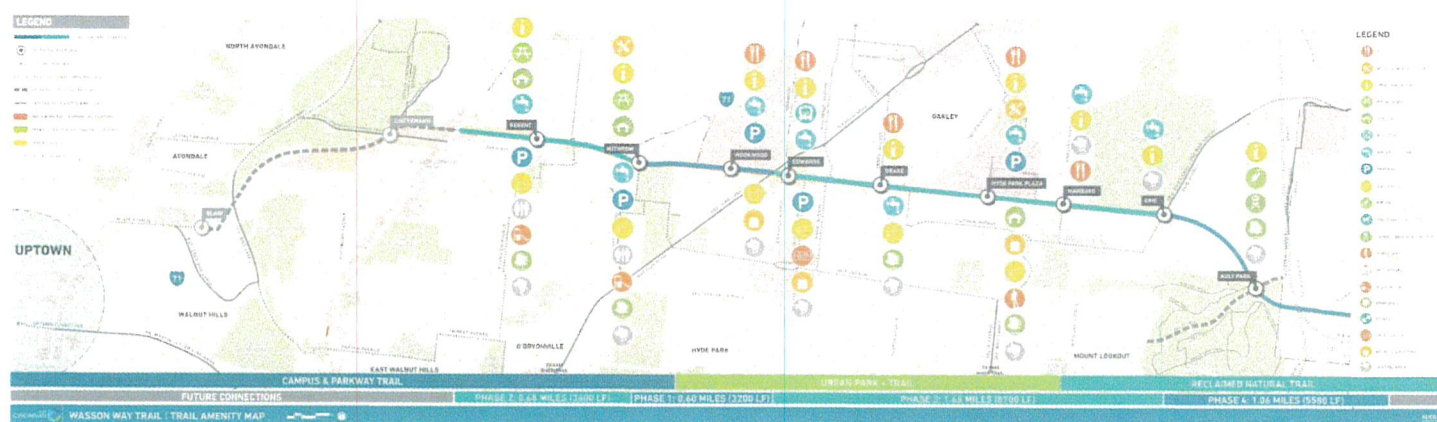


Rendering of Pedestrian Friendly Intersection of Lawrence Avenue and Montgomery Road

Ultimately, the City should work to connect Victory Park to City Hall with pedestrian oriented development. In the short term, this may include working with US Bank to eliminate a driveway cut and support the revitalization of the historic buildings in the block from Sherman Avenue to Lawrence Avenue.

WASSON WAY

The third location with the most short term energy and potential is where the Wasson Way intersects with Montgomery Road. The Wasson Way is a big deal outside the City of Norwood. A group of dedicated trail enthusiasts have made their vision a reality through dogged determination and millions of dollars of government investment. Even though the length of the trail is modest today, short term plans will soon have the trail extend from the Village of Fairfax to Children's Hospital. In fact, extensions of the Wasson Way were recently awarded \$3.8 million of OKI Transportation funds. With the trail on the southern edge of the Montgomery Road Corridor, it sometimes is an afterthought for Norwood, but property values of the homes in southeast Norwood are sure to appreciate with their proximity to this valuable asset. Spreading the impact of the Wasson Way to other parts of Norwood should be part of all future planning efforts.



Wasson Way Phases Map

The buzz around trails is for real. Other jurisdictions like Milford and Loveland have leveraged their trailheads into downtown revitalization. Although not directly related to the Wasson Way, the pending relocation of the Joseph Auto Group's Volkswagen dealership to the former Norfolk Southern yard will bring investment to this area and remove an eyesore. Xavier University already has trails that extend from the Wasson Way north to Mentor Avenue and the HCDC campus. Opportunities for extension of this trail further north along an abandoned rail right of way should be evaluated. The short term challenge of developing a safe crossing of Montgomery Road will continue to focus community energy on this area of the corridor.

SECONDARY TARGET LOCATIONS

Other secondary target areas include near the Library, at the Hudson Avenue intersection, and at the UDF home office location. Planned improvements and possible expansion of the Library could spur more investment in this area. Xavier's plans to improve the entrance to Norwood Plaza combined with activating the fire museum could energize the area around the Hudson Avenue Montgomery Road intersection. UDF plans to consolidate and upgrade its facilities near the Williams Avenue/Montgomery Road intersection could also be a catalyst for other public and private investment.

POLISH THE GEM OF THE HIGHLANDS

IMPROVE BASIC INFRASTRUCTURE

The City of Norwood has been fiscally behind the eight ball since the primary employer in the community, General Motors, left in the late 1980s. Deferred maintenance became a way of life and it shows in parts of the corridor that have not been redeveloped- particularly south of Surrey Square. Basic right-of-way maintenance of the area from Monroe Avenue south to the southern corporate limits could send a signal that it's a new day for this part of the corridor.



City of Montgomery, Ohio

Basic right-of-way maintenance should include:

- Refresh of all street signs- potentially hang from traffic signal cross arms
- Add new speed limit signs. A quick inventory of the corridor revealed one 25 MPH sign at UDF southbound and one 25 MPH northbound at Surrey Square
- Painting of all metal utility poles (check with Duke Energy on replacement schedule)
- Trimming of all street trees (and replacement of those that have outgrown their tree well)
- Painting of crosswalks and lane markings at all signalized intersections (even though paint does not last as long as thermoplastic- it can be a cheaper short term option)
- Consider the use of banners along targeted parts of the corridor that have momentum and prominence like Sherman Avenue intersection and Wasson Way

THE PRIVATE/PUBLIC EDGE

The private sector also plays a role in the appearance of the corridor, but currently there is no concerted effort or organization that can tie the businesses and property owners in the corridor together. A spectrum of options exists on how to develop an entity that is focused on the marketing, upkeep, advocacy and beautification of the corridor. The range extends from forming a committee inside an existing organization like Norwood Together or the Norwood Chamber of Commerce, to setting up a Special Improvement District (SID), or somewhere in between with the formation of another non-profit with a mission specifically focused on the Montgomery Road Corridor.

A Special Improvement District (SID) could provide the most comprehensive way to assure that the corridor is kept clean, that streetscape plantings are universally maintained, and trash cans are emptied more frequently. The SID could also manage a planter program and facade improvements. The SID would also create an organization made up of stakeholders that would be dedicated to the corridor. The challenge to creating a SID is that it requires a majority of property owners to support increasing their own property taxes.

City of Cincinnati neighborhoods often create a Community Development Corporation (CDC) to coordinate development and marketing in their business districts. Pleasant Ridge CDC and Walnut Hills Redevelopment Foundation are two nearby models that have had success finding funding for redevelopment and staff to program events that have created thriving business districts. CDCs inside the City of Cincinnati have the benefit of Cincinnati funded programs- specifically the Neighborhood Business District Improvement Program (NDBIP) which has helped fund capital improvements in these areas. CDCs in the City of Cincinnati have also found success obtaining grants and assistance from partners like LISC. Although Norwood Together is technically a CDC, it may not have the focus or funding necessary to act like a City of Cincinnati neighborhood CDC.

Perhaps the easiest place to lay the foundation of the more structured solutions of a new CDC or a SID would be to start an initiative or committee within an existing organization. The Norwood Chamber of Commerce has the benefit of longevity, a strong membership base and staff that could help house a group committed to the betterment of the Montgomery Road Corridor. Norwood Together is a newer organization with a broader mission for the City. A strong volunteer group exists, but with no staff, the day to day operations of a Montgomery Corridor group may be beyond its existing capacity.

No matter the entity that is selected to coordinate the businesses in the corridor, one of the first tasks would be to upgrade the edge between the Montgomery Road right-of-way and private properties. The images below show instances where design and maintenance have been lacking and where both private property owners and city government would need to come together to work on improvements.

Example: Private Sector Edge Treatment

Unappealing edge between parking lot and sidewalk. Easy short term solution of planters or planting strip between parking stops and sidewalk.



Example: Thin Planting Strips

Thin planting strips between the sidewalk and curb are notoriously hard to maintain and end up creating debris in the right-of-way. The City of Norwood should fill these spaces with concrete as a short term improvement.



Example: Chain Link Fence

Chain link fence should not be allowed to front the corridor.



DEMOLITION OF EYESORES

Several vacant or underutilized properties along the corridor have been purchased by large local land-owners with stakes in the corridor. The current condition of these properties does not match the City or the community's vision for the corridor. By asking these property owners to demolish these eyesores, the City will send a strong signal that positive change is happening.

The Joseph Group should be asked to tear down the current structures from the Norfolk Southern Yards. UDF indicated that they have plans to tear down the structures on the former Best Auto Body property. This should be encouraged to happen as soon as possible. Xavier University has no immediate plans for their Norwood Plaza property but seemed willing to consolidate curb cuts and enhance landscaping at the site. Creative uses of these sites before their redevelopment could include hosting the Off-Pike Market, seasonal sales (xmas trees, spring flowers, etc.) and food trucks.

The City of Norwood should also work with private property owners to remove abandoned or damaged signs (for example Little Caesars, Norwood Plaza, and Quality Inn).



Sign of Quality Inn Hotel

The short term improvements will go only so far. The pavement on Montgomery Road is in need of deep rehabilitation. The recently passed Metro sales tax created additional funding for roads used by Metro buses- like Montgomery Road. The street rehabilitation project should include concrete bus pads at stops and potentially traffic signals (This is further explored in medium term improvements).

EMPHASIZE EAST/WEST PEDESTRIAN CONNECTIONS

Time and time again the steering committee discussed the issue of making Montgomery Road more of a community connector rather than a barrier to east/west movement of pedestrians and cyclists. Some destinations like the Library and Off-Pike Market are on the west side of the corridor while others like Kroger are on the east side. The steering committee targeted several intersections for interventions that would help pedestrians safely cross Montgomery Road.

Sherman Avenue is a major connector between the Surrey Square shopping center and the Civic Center (High School, Middle School, Health Department, YMCA and Post Office). Sherman Avenue also is a major east/west connector in the study area. This road has relatively high traffic counts. The current crossing at Montgomery Road is intimidating to pedestrians with the equivalent of seven lanes of traffic to cross. There are many turning movements at this intersection as well. This plan recommends using bump outs to reduce the distance pedestrians must travel to cross this intersection. Ensuring pedestrian signals provide enough time for crossing should also be confirmed.

Bump outs are also suggested at the Mills Avenue crossing of Montgomery Road. This is another important intersection that links neighborhoods on the westside of Montgomery Road to the Surrey Square Shopping Center. Victory Park is also located on the northwest corner of this intersection.

The Public Library is another destination that families and kids want to access by foot or by bike. Although there is no connecting intersection immediately at the Library location, a minor realignment of the Ashland Avenue/Wanda Avenue intersection could create a good east/west pedestrian crossing that is relatively close to the Library. This section of the Corridor has not been widened so pedestrian crossing distances are only 50 feet- bump outs may not be required.

Williams Avenue is another major east/west connector in the corridor. Currently a pedestrian crossing does not exist on the southern side of this intersection. This is also an important intersection due to the location of Williams Elementary.

In the southern part of the corridor better crossings are possible at a reconfigured Ivanhoe/Hudson Avenue intersection where a possible connection to the Xavier Wasson Way bike spur exists. The offset at the Cleneay Avenue intersection makes it awkward for both vehicular and pedestrian movements. The Wasson Way crossing could use a pedestrian refuge where the center turn lane currently exists. Norwood should coordinate with the City of Cincinnati on the design and implementation of this crossing.

CREATING A STRATEGIC FRAMEWORK FOR DEVELOPMENT

The Montgomery Road Corridor stretches one and a half miles from the Norwood Lateral to the North to the Wasson Way bike trail (just North of Dana Avenue) to the South. Analysis of the corridor revealed that the corridor has sections of unique character. This plan aims to emphasize these areas and strengthen their identity into nodes. Eight sections were identified:

- Xavier University/Town and Gown Section
- Transition Area between Xavier and UDF
- UDF Corporate Campus Section
- Multifamily Section
- Transition Section (with small auto oriented node)
- Shopping/Surrey Square/Downtown Section
- City Government/Jobs Section
- Norwood Lateral/Auto oriented Section

The southern section of the Montgomery Road Corridor offers the most immediate opportunities for large scale redevelopment. The section contains two local land owners, Xavier University and United Dairy Farmers (UDF), that have a significant stake in the Corridor and Norwood in general. Although the area from the southern border of Norwood to Hopkins Avenue (over to Floral Avenue) is part of a federally designated “opportunity zone,” the potential capital gains tax benefits are not impacting the timing of the UDF and Xavier development plans.

XAVIER UNIVERSITY/TOWN AND GOWN SECTION

Xavier already has invested heavily on the west side of the corridor from the Wasson Way to Cleneay Avenue. University Station is successfully providing the modern apartments that college students prefer over dorm rooms. The development also includes medical, health and research uses that are good for Norwood’s earnings tax receipts.



Xavier Apartment Development

Details of the Xavier developments include a 480 bed apartment building completed in 2014, a CTI Clinical Trial and Consulting Services office building, a more recent four-story housing complex with 49 units that include 128 beds across a mix of units, ranging from efficiencies to up to five bedrooms (Business Courier October 2019).

Investment also includes a \$54 million multipurpose Health United Building (HUB) developed by Tri-Health and Xavier University that will house classrooms and a fitness and recreation center on campus.

The next frontier for Xavier is the old Norwood Plaza site. An interview with Xavier leadership revealed no immediate plans for the site. Once a long term lease expires, Xavier will likely demolish the retail buildings but maintain the garage building on the northeast corner of the site for equipment storage and other similar uses.

When Xavier is ready to develop the site, this plan suggests integrating residential uses with the neighborhood (single family) at Ivanhoe and Wayland Avenues. In the short term, Xavier leadership indicated a willingness to enhance the landscaping along Montgomery Road and consolidate curb cuts. Xavier is also willing to link Hudson Avenue to the bike trail spur on the west side of the Norwood Plaza parking lot. This plan also recommends the removal of the Norwood Plaza sign.

Proximity to Xavier Opportunities

Pond Realty (aka Joseph Group) owns about 5 acres south of Lexington Avenue. Stones Lanes owns 2 acres on the north side of Lexington Avenue. Development of these properties would be a good match along Montgomery Road to the University Station development. During the development of this plan, the Joseph Group was planning on moving the Volkswagen dealership to the Pond Realty site. If and when this happens the existing VW dealership may be a redevelopment target for Xavier. Upon redevelopment, the Cleneay Avenue/Montgomery Road intersection should be straightened. All of these development sites should consider how to leverage the unique asset that is the Wasson Way by emphasizing pedestrian safety, limiting curb cuts and enhancing landscaping.

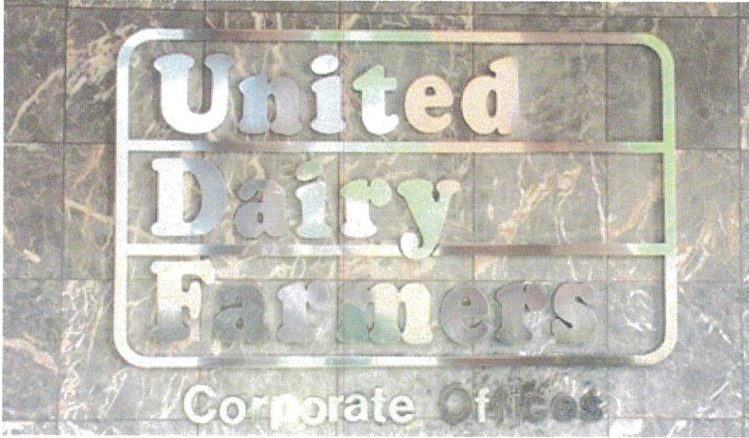
TRANSITION AREA BETWEEN XAVIER AND UDF

The area north of Norwood Plaza to Mentor Avenue has good potential to become a walkable section of the corridor. The uses just north of the Ivanhoe Avenue intersection are active and in good condition. The Naegele properties could also contribute to the revitalization of this section. UDF's recent purchase of the Best Auto Repair site also bodes well for future investment in this area.

The plan recommends establishing a "parkway" section along Montgomery Road between Hudson Avenue and Wayland Avenue. Enhanced landscaping and streetscaping around the Norwood Fire Museum, New Vision Missionary Baptist Church, Autozone, and Core Clay could create a visual break from the buildings and parking lots that make up most of the corridor.

UDF CAMPUS SECTION

United Dairy Farmers' (UDF) historic home is located on Montgomery Road. It was here that Carl Lindner, Sr. started a pickup milk business. This initial step led to his son eventually becoming one of the richest people in the world! The UDF holdings in this area include a retail store, dairy processing plant, and home office. UDF has recently expanded their real estate holdings along Montgomery Road and is considering expansion/enhancement.



UDF Corporate Office

There is a great opportunity to partner with UDF on their plans. Parking is limited in this part of the corridor and UDF's recent acquisitions are some of the most rundown properties in the corridor. At a bare minimum, this plan calls for UDF to demolish structures on these parcels and prepare them for development. Parking is an issue in this section and enhancement of parking could include a new lot across from Mentor Avenue and the existing UDF property at 4001 Montgomery Road.

Building on the history and appeal of UDF could benefit the corridor and Norwood. It is not too much of a stretch to suggest that a museum to Carl Lindner Jr.'s legacy would be quite appealing to a wide group of Greater Cincinnatians. Thinking of this area as a "corporate campus" could make this an important, unique destination for Norwood. Norwood may want to consider a zone change for this area to a Planned Unit Development (PUD). The PUD could support a more cohesive appearance and the consolidation of some buildings and functions. Design considerations such as murals, building materials, and streetscaping could also be included. There is a good opportunity to create outside seating so customers can enjoy an ice cream along Montgomery Road.

Design will be critical to such an idea being leveraged to most benefit. The former Best Automotive Repair Shop building could be expanded south in a zero-lot line way (traditional Main Street/form based codes, etc.) as a compliment to the Naegele one story building on the westside of Montgomery Road.

MULTIFAMILY AREA

This plan proposes a block of dense housing from Williams Avenue to Waverly Avenue. The addition of Carpenter Flats Apartments complements the existing housing on the east side of the corridor. Rezoning to solidify this non-retail part of the corridor should be considered.

TRANSITION SECTION

The section from roughly Waverly Avenue to Monroe Avenue has a hodgepodge of uses and building conditions. The area is impacted by the old CN&L railroad right of way that divides parcels into odd shapes which impacts the ability to develop them. This section can be broken down further into subsections that have unique characteristics that could help activate them and contribute to the overall Corridor.

Lafayette Intersection

The intersection of Lafayette Avenue, Cameron Avenue and Montgomery Road is especially unusual. Hopkins Avenue is also close to this intersection and it appears the six traffic signals located here work in coordination making for long, frustrating light cycles. Lafayette Avenue is used by locals to bypass congestion on Montgomery Road. The current configuration creates a very challenging environment for pedestrians particularly on the east side of Montgomery Road. There are many potential solutions for this location including the extension of Hopkins Avenue and the realignment of the Ashland Avenue/Wanda Avenue intersection. The plan suggests using a tactical urbanism intervention to temporarily close Lafayette Avenue near Montgomery Road to develop a temporary park and improve pedestrian accommodations.

Auto-Oriented Cluster

The properties on the west side of the corridor from Waverly Avenue to Hopkins Avenue may be challenging to develop as ownership is hidden in LLCs. The plan recommends preserving the eastside street-wall from Slane Avenue and Delaware Avenue. Auto-oriented uses are a necessary land use in corridors like Montgomery Road. Modern, well maintained uses like Kroger Gas, Carstar, and KOI Auto Parts can contribute to the overall function of a corridor. Concentrating these uses at Wanda Avenue and Ashland Avenue may be a good way to cluster their often negative impact to pedestrian oriented uses. The nearby historic Hopkins Avenue rail station building should be preserved.

Norwood Library

The Library Facilities Master Plan calls for the expansion of the Norwood Library. However, activating unused space in the existing building could result in a lack of enough dedicated parking. Private parking lots surround the Library. The Library explored buying the parking lot of the church to the west. The property is for sale, but in addition to the parking lot, it includes the old church building which is not compatible with library use. There are opportunities for the Library to enhance landscaping and highlight the beautiful building (perhaps with uplighting). A side benefit of additional parking is that it could remove the need for the existing driveway onto Montgomery Road.

Block South of Surrey Square

River City Mortgage and Farber Dentistry could develop their parking lots on the east side of the corridor between Ashland Avenue and Monroe Avenue. Another option for these parking lots is for the City to acquire them as municipal lots. The A&B Locksmith is also a potential redevelopment site. On the west side of the corridor the ownership is in a bunch of LLCs that might be challenging to work with, but the existing streetwall of buildings should be preserved.

SHOPPING/SURREY SQUARE/DOWNTOWN SECTION

The north portion of the corridor has been transformed by modern development. Although much of it is more suburban in nature than “The Pike” days, most of it is in good condition. The southwest corner of Sherman Avenue will soon join these solid properties through the redevelopment of the Fidelity Professional Building (Ventura Building Group).

Norwood Together and Off-Pike Market have spent significant time reimagining Victory Park. Reusing the Markethouse/Safety Lane Building could help activate the park. Opening the park up (trimming trees, regrading, etc.) could also help enhance the park and make it a green oasis in the middle of an area full of pavement and buildings.

Surrey Square Shopping Center is a well maintained, vibrant part of the corridor, but many members of the Norwood community wish it better fit in with the more pedestrian oriented vision for the Montgomery Road Corridor. Several specific recommendations were identified during the planning process. Perhaps the biggest complaint about Surrey Square is the large parking lot. Better landscaping, pedestrian access, traffic flow and development of outparcels were all suggested as ways to mitigate the impact of the ocean of asphalt. A suggestion to create a drive aisle parallel to Montgomery Road may reduce pedestrian conflicts with the drive aisle in front of the store fronts. In response to COVID-19 , better outdoor dining areas in the southern part of the shopping center was also recommended.

CITY GOVERNMENT/JOB'S SECTION

The area north of Sherman Avenue quickly turns into a large office park on the east and local government buildings on the west. The earnings tax associated with the office building is an important piece of the revenue that pays for city services. City Hall is an important historic building that should be preserved. The modern police and fire stations may have passed their useful lives and redevelopment is an opportunity.

The importance of the Sherman Avenue intersection cannot be overstated. Many civic uses exist to the west including the high school, middle school, health department, YMCA, and post office. A cohesive campus plan could better take advantage of how these sites represent and serve the citizens of Norwood.

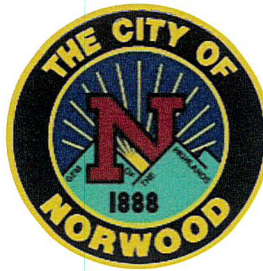
To the east are additional office, light industrial and retail uses. Some of these areas have redevelopment potential. Looking for a way to knit them into the broader fabric of the community should be a goal of the City.

NORWOOD LATERAL/AUTO-ORIENTED SECTION

The section of the corridor closest to the Norwood Lateral has more of the character associated with an interstate interchange. Restaurant, office and hotel uses with large parking lots and limited pedestrian amenities are compatible with this type of area. Maintaining beautification efforts and supporting these uses as appropriate should continue.

The number of lights and width of pavement seem over engineered for the current volume of traffic in this area. Temporary changes should be tested to evaluate traffic impacts. Redevelopment of the Quality Inn or other sites may warrant the use of the existing infrastructure.

City of Norwood



Victor Schneider
MAYOR

Office of the Safety-Service Director

02-01-21

City Council
Ken Miracle, President
Members of City Council

Dear Mr. Miracle,

As I look back on the year 2020, I think of my first day in office and the challenges our City faced. There were many, financial, infrastructure, labor contracts and then Covid-19 along with many others. My plan was to have open lines of communication and reach out to all employees, and to encourage them to do their best.

With your help, we took the challenging year of 2020 in the right direction. We built bridges, removed walls, and solved many of the problems we were faced with. Contracts were signed, equipment was purchased, and the needed employees were hired. I could not accomplish these results by myself, but with the team effort "we" moved the city forward.

We have completed the first month of 2021 and are progressing in the same positive direction. I would like to thank Mayor Schneider, City Council, and all Department Heads for allowing me to be part of this team. Let us keep up the teamwork for a better 2021.

In closing, I would like to leave you with a quote by Vincent T. Lombardi; "The quality of a person's life is in direct proportion to their commitment to excellence, regardless of their chosen field of endeavor."

Sincerely,

John P. Murphy, Director
Public Safety-Service

JPM/ss

4645 Montgomery Road | Norwood, Ohio 45212
(513) 458-4503 | ssd@norwoodohio.gov

"Gem of The Highlands"



James P. Stith II
City Auditor

Marcus Patterson, MBA
Deputy Auditor

4645 Montgomery Road
Norwood, Ohio 45212
Ph. (513) 458-4570
Fax (513) 458-4571

February 5, 2021

Norwood City Council

Dear Council Members,

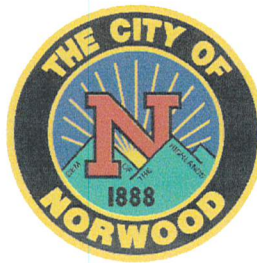
This letter is to let you know that the January monthly financial reports were emailed to each council member on February 5th. If you have not received said email, please let me know so that I can verify your email address and also get you a copy of the reports.

Sincerely,

Kelly Brown
Account Clerk
Auditor's Office

"Gem of The Highlands"

City of Norwood



Victor Schneider
MAYOR

February 4, 2021

Mr. Ken Miracle, President
Members of Norwood City Council

RE: Mayor's Court Fines

Dear President and Members of Council:

Enclosed please find the report for Norwood Mayor's Court for the month of January 2021.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Victor Schneider', is written over a light blue horizontal line.

Victor Schneider, Mayor
City of Norwood

VS/ss

Enclosures: City Council

4645 Montgomery Road | Norwood, Ohio 45212
(513) 458-4501 | mayor@norwoodohio.gov

"Gem of the Highlands"



ANDREW CONLON
Norwood Clerk of Courts

Norwood Clerk of
Courts Office
4701 Montgomery Rd.
Norwood, Ohio 45212

JANUARY 2021

MAYOR SCHNEIDER,

ATTACHED ARE THE TICKET TOTALS HEARD IN NORWOOD MAYOR'S COURT FOR THE MONTH OF JANUARY 2021 AND THE TOTAL TICKETS PROCESSED BY THE NORWOOD POLICE AND ALL OTHER CITY DEPARTMENTS.

CASES HEARD IN MAYOR'S COURT:

TRAFFIC---32
MISDEMEANORS---5
STAYS----10
PARKING---6

TICKETS PROCESSED:

TRAFFIC--214
MISDEMEANORS--0
OTHER--0
PARKING---149

INCLUDED IN THIS REPORT ARE ALL ACCOUNTING OF TOTAL RECEIPTS, FUNDS COLLECTED FROM FINES, COURT COSTS, AND COPY FEES, AND THE OHIO BMV WITH DISBURSEMENTS TO VARIOUS AGENCIES, THE STATE OF OHIO, HAMILTON COUNTY, CAPITAL RECOVERY COLLECTION, AND THE CITY OF NORWOOD FOR THE MONTH OF JANUARY 2021.

RESPECTFULLY SUBMITTED,

ANDREW CONLON
CLERK OF COURTS
CITY OF NORWOOD, OHIO

JANUARY, 2021

MAYOR SCHNEIDER:

THE CLERK OF COURTS OFFICE TURNED OVER TO THE TREASURERS OFFICE \$104.00 IN COPY FEES FOR THE MONTH JANUARY, 2021.

AA---\$104.00
HISTORY CHECKS---0

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Andrew Conlon", written in a cursive style.

ANDREW CONLON
CLERK OF COURTS

To:

City of Norwood, City Council

Mayor's Court report for: January-21

Receipts:	Account #	Totals:
Computer Fund	06	1260.00
City Court Costs	8512	2437.00
State Costs	8512	4850.00
Dui Fund	79	75.00
Fines	8613	14678.50
Seat Belt Fines	8613	90.00
Car Seat Fines	8613	
City Expungement Fee	8512	20.00
Bad Check Fees	8793	50.00
State Expungement Fee	8512	30.00
B.M.V.Release Fees	8793	
H.C.Court Fines	8613	
Immobilization Fees	8619	31.61
Parking Tickets	8613	4855.00
Misc. Receipt Bond Forf	8624	
Bond Fees	8624	
Collection Fees	8793	160.00
IDAT	8512	177.00
Jail Fund	8626	1256.00
Misc and Inter 311-39	8624	20.00
Gross Receipts:		29990.11
Bonds Forfeited	8624	
Bad Check Debits	8793	
Overpayment of Fines		
Total Money To Disburse:		29990.11
Disbursements:		29990.11
State Costs		(4,850.00)
Seat Belt Fines		(90.00)
Bond Forfeited		
Car seat fines		
State Expungement Fees		(30.00)
BMV Release Fee		
IDAT		(177.00)
Collection Fees		(160.00)
Credit Card Fees	NO BILL RECEIVED FOR DEC 20 OR JAN 21	
Bank Interest		-
Total To State:	Check #	4970.00
ALCH TREAT FUND	Check #	From Mayor's Court Acct
hamilton cty auditor	Check # 1509	IDAT 177.00
Total To Capital Recovery:	Check # 1510	From Mayor's Court Acct 160.00
Total Disbursements To City:	Check # 1511	From Mayor's Court Acct 24683.11

Respectfully Submitted,

Victor Schneider

FUND

General Fund

Enforcement & Education

Mayor's Court Computer Fund

TOTAL**AMOUNT**

Treasurer: _____

Auditor: _____

Pay in Order No. _____ Amount: _____ Date: _____

Daily Cash Control Report

NORWOOD MAYOR'S COURT
For Payments Dated From 01/01/2021 To 01/31/2021 (Deposit Date)

Page : 1
Report Date : 02/02/2021
Report Time : 10:36:45

Court Deposit Slip Activity		Bond Deposit Slip Activity	
Cash:	\$7,127.50	Cash:	\$0.00
Checks:	\$2,624.61	Checks:	\$0.00
Money Orders:	\$1,492.00	Money Orders:	\$0.00
***Bond Assignments & Admin Fees:	\$0.00		
Court Deposit Slip Total:	\$11,244.11	Bond Deposit Slip Total:	\$0.00
Court Non-Deposit Slip Activity		Bond Non-Deposit Slip Activity	
Charges:	\$9,369.00	Charges:	\$0.00
ACH Deposits:	\$9,377.00		
On Line Payments:	\$0.00		
Non-Deposit Slip Total:	\$18,746.00	Non-Deposit Slip Total:	\$0.00
Total Mayor's Court Deposits	\$29,990.11	Total Bond Deposits	\$0.00
Other Court Activity		Other Bond Activity	
Refunds:	\$0.00	Bonds Cleared As Cash:	\$0.00
NSF Checks:	\$0.00	Bonds Cleared As Check:	\$0.00
Adjustments:	\$0.00	Bonds Cleared As Charge:	\$0.00
** Other Misc. Receipts Activity:	\$0.00	Total Bonds Returned:	\$0.00
Other Court Activity Total:	\$0.00	Bonds Forfeited:	\$0.00
		* Other Bond Clearings:	\$0.00
		Bond Assignments to COURT:	\$0.00
		Bond Admin Fees to COURT:	\$0.00
		***Total Bonds to COURT:	\$0.00
Net Total:	\$29,990.11	Total Bond Amount Cleared:	\$0.00

Payments Made By
Collection Agency: \$0.00

* Includes Bond Transfers, Recog, and Surety* Includes bank interest, bank charges, and all other activity using 'memo' as the payment type.
***Money to be transferred from the bond account to the court account if they are separate accounts

END OF REPORT

Parking Ticket Tracking System

END OF MONTH PAYMENT SUMMARY REPORT FOR MONTH ENDING 01/31/2021

Assessment Type	Amount Paid
STANDARD FINES	\$3,940.00
LATE FINES	\$915.00
DETER PROCESSING FEE	\$0.00
NSF FEE	\$0.00
OVERPAYMENTS	\$0.00
Net Payments :	\$4,855.00

City of Norwood



Victor Schneider
MAYOR

February 16, 2021

Ms. Carrie Atkins Maras
3818 Floral Ave
Norwood, Ohio 45212

Re: Appointment – Norwood Arts Board – 1-year appointment

Dear Ms. Maras;

It is my pleasure to appoint you to a one-year term to the Norwood Arts Board effective February 16, 2021. Your term will expire on December 31, 2022.

As a member of the first seated Board your appointment is for 1 years. Ordinance 60-2020 which establishes the Board states that the first three appointments will be made for 1, 2, and 3 years. Appointments after the initial seating will be for 3-year terms.

Thank you for accepting this position and I look forward to working with you in the future.

Sincerely,

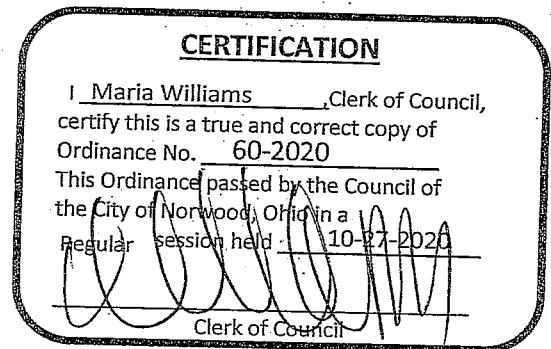
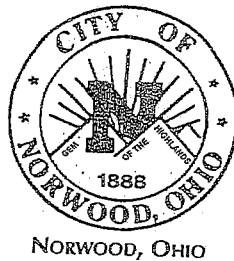
Victor Schneider, Mayor
City of Norwood

VS/ss

cc: Norwood City Council
Att: Ordinance 60-2020

4645 Montgomery Road | Norwood, Ohio 45212
(513) 458-4501 | mayor@norwoodohio.gov

"Gem of The Highlands"



Ordinance No. 600

2020

ORDINANCE ESTABLISHING THE NORWOOD ARTS BOARD

WHEREAS, the City Council has been receiving citizen input, including at meetings of the Council's Standing Committees, suggesting benefits to the community by the formation of a Norwood Arts Board, as public and other art projects are being discussed throughout the City of Norwood; now therefore,

BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that:

SECTION 1. Chapter 165 of the Codified Ordinances of the City of Norwood, entitled "Norwood Arts Board," is hereby adopted to read as follows:

CHAPTER 165 Norwood Arts Board

165.01 Established.

165.02 Membership.

165.03 Term of office; compensation; duties.

165.04 Review of Board decisions by Council.

165.01 ESTABLISHED.

The Norwood Arts Board is hereby established within the City of Norwood.

165.02 MEMBERSHIP.

The Norwood Arts Board shall consist of three Members who are citizens and residents of the City. Members shall be appointed by the Mayor, with the approval of Council. One Member may be a non-resident if he or she has relevant expertise, upon the approval of Council.

165.03 TERM OF OFFICE; COMPENSATION; DUTIES.

(a) Initially, one of the Members of the Board shall be appointed for one year, one for two years, and one for three years. Thereafter, Members shall be appointed for a term of three years. In the event that a vacancy shall occur during the term of any Member, his or her successor shall be appointed for the unexpired portion.

(b) Members of the Board shall serve without compensation.

(c) Members of the Board shall advise and inform the Mayor and Council on issues concerning the arts in Norwood, choose officers, make rules, keep minutes and other administrative duties, and perform any other duty related to the purpose of the Board.

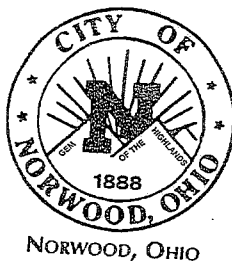
(d) Members of the Board shall advise the Mayor and Council concerning all matters pertaining to municipal involvement in the arts in Norwood.

(e) Members of the Board shall promote public and private cooperation in support of the arts.

(f) Members of the Board may develop and recommend to the Administration and Council ordinances, regulations, and programs to promote the arts in Norwood.

(g) Members of the Board shall research and seek grants and other funding opportunities to promote the arts in Norwood.

(h) Members of the Board shall review Mural applications under Codified Ordinance 1321.15 and may provide suggestions to the applicant on a purely advisory basis.



Ordinance No. 61 20 20

ORDINANCE AMENDING CHAPTER 1321 OF THE NORWOOD CODIFIED ORDINANCES TO ALLOW MURALS IN CERTAIN AREAS OF THE CITY OF NORWOOD

WHEREAS, Norwood City Council has been considering the benefits and concerns arising from authorizing murals on the exterior surfaces of structures within the City of Norwood; and

WHEREAS, Norwood City Council has convened meetings of Council committees to discuss authorizing murals and has received substantial information from Norwood citizens, visual artists, and other interested stakeholders during these committee meetings of Council and,

WHEREAS, in order to enable the design and execution of murals, Council must amend some portions of existing portions of Chapter 1321 of the Norwood Codified Ordinances, as follows; now, therefore,

BE IT ORDAINED:

SECTION 1. Section 1321.02 DEFINITIONS of the Norwood Codified Ordinances is hereby amended to add subsection (51A) to Section 1321.02(a), to read as follows:

(51A) "Mural" means a non-commercial painting or artwork temporarily or permanently affixed to the exterior of a building wall, freestanding wall, or fence, which can be seen from the public right-of-way, and is distinguished from signage in that it does not advertise a business, commercial endeavor, or product sold or offered on the site or off-site. The requirements of Sections 1321.03 through 1321.13 do not apply to murals, which are governed by 1321.15.

SECTION 2. Subsection (a)(62) of Section 1321.02 DEFINITIONS of the Norwood Codified Ordinances is hereby amended to add to read as follows, by adding the last sentence:

(62) "Sign" means, for the purpose of this chapter, any fabricated sign or outdoor display structure, including its structure, consisting of any letter, figure, character, mark, point, plane, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter, or illuminating device which is legible to the public at a distance of six feet, constructed, attached, erected, fastened, or manufactured in any manner whatsoever so that the same shall convey a message or be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise. As used in this Chapter, "sign" does not include murals (as defined in Section 1321.02(51A)).

SECTION 3. Chapter 1321 SIGNS of the Norwood Codified Ordinances is hereby amended to add new Section 1321.15 Murals, as follows:

1321.15 Murals

(a) Murals are regarded as works of art and must demonstrate an artistic quality or theme as opposed to direct or indirect illustrative advertising. Advertising copy and trademarks are prohibited.

(b) Permits, Fees and Inspections.

(1) No mural shall hereafter be erected, reerected, constructed, altered, or maintained, except as provided by this chapter and a permit for same has been issued by the Building Commissioner. Application for mural permits shall be made upon forms provided by the Building Commissioner and shall include the following:

- (A) The name, address, and telephone number of the applicant;
- (B) The name of a person, firm, corporation, or association erecting

the mural;

- (C) Three sets of drawings and specifications for mural;

(D) A site plan and the location of the building or structure upon which the mural is to be erected;

- (E) The building elevations;

(F) Such other information as the Building Commissioner shall require to show full compliance with this and all other applicable City laws and ordinances.

(2) A mural permit fee of \$120.00 shall be paid.

(3) The Building Department shall forward a copy of the application and accompanying to the Norwood Arts Board for their information. The Norwood Arts Board shall have no authority to approve or deny a mural permit application.

(4) The Building Department shall act on all applications for mural permits on which they are authorized to act pursuant to this Chapter within thirty (30) days of receipt of the completed application and payment of the permit fee. The Building Department shall issue either a permit or denial letter within thirty (30) days of the receipt of the completed application and payment of the permit fee. Denial letters may be appealed to the Appeals Board pursuant to Section 1321.14 of the Codified Ordinances of Norwood, Ohio.

(5) A mural shall not be enlarged or relocated except in conformity with the provisions of this chapter for new murals, nor until a proper permit has been secured.

(6) Painting, repairing, cleaning or other normal maintenance and repair of a mural shall not be considered as creating a mural to require the issuance of another mural permit.

(c) Maintenance. All murals shall be kept in repair and in a proper state of preservation. It shall be the duty and responsibility of the owner or lessee of every building with a mural to maintain the immediate premises occupied by the mural in a clean, sanitary, and healthful condition. The Building Commissioner may order the removal of any mural that is not maintained in accordance with the provisions of this chapter.

(d) Mural Area and Standards.

(1) Murals shall include high-quality materials, which may include paint or other media appropriate for exterior use, such as tile or mosaic. Materials shall be long-lasting and graffiti-resistant to the greatest extent possible.

(2) Murals shall not adversely affect the safe and efficient movement of vehicles and pedestrians.

(3) No more than one mural may be placed on any wall of a building.

(4) The total area of the mural must be no less than (a) for a wall less than 800 square feet, at least 50% of the total area of the wall on which it is located, (b) for a wall 800 square feet or larger, the total area of the mural shall be at least 400 square feet. The total area of the mural shall include the entire portion within any background, frame, or overall composition.

(5) Murals shall not cover or obscure distinctive architectural or historic features of the building or structure.

(e) Murals owned and sponsored by the State, County, City or public utility entities shall be exempt from the permit and other requirements of this Section.

(f) Permitted Mural Locations. Murals shall be permitted:

(1) Within a Major Planned Unit Development with a contiguous area in excess of 10 acres, when incorporated into a Final Plan Approval or as approved by the Planning Commission as a minor amendment, and

(2) On buildings in districts zoned for Commercial Uses (O; GBD; CBD; M-1; and M-2).