



NORWOOD CITY COUNCIL
Norwood Community Center
1810 Courtland Ave- Bottom Floor
Norwood, OH 45212
November 24, 2020
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

Minutes from October 27, 2020

Minutes from November 10, 2020

G) PUBLIC HEARINGS

H) REQUEST TO ADDRESS COUNCIL

I) REPORTS OF STANDING COMMITTEES OF COUNCIL

Parks, Recreation, Public Spaces Committee Meeting- November 18, 2020

Finance, Budget & Audit Committee Meeting- November 18, 2020

J) THIRD READING OF ORDINANCES/RESOLUTIONS

K) SECOND READING OF ORDINANCES/RESOLUTIONS

L) INTRODUCTORY READING OF ORDINANCES/RESOLUTION

1) AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE 43-2011, PASSED SEPTEMBER 27, 2011, TO EXTEND THE TERM OF THE TAX INCREMENT FINANCING STRUCTURE FOR THE ROOKWOOD EXCHANGE PROJECT FOR AN ADDITIONAL THIRTY YEARS PURSUANT TO OHIO REVISED CODE 5709.51; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

2) AN ORDINANCE AUTHORIZING AN AMENDMENT TO MANAGEMENT AND MAINTENANCE AGREEMENT WITH DANAMONT SQUARE, LLC; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

3) ORDINANCE AUTHORIZING THE NORWOOD SAFETY SERVICE DIRECTOR TO ENTER AN AGREEMENT WITH ADVERTISING VEHICLES, INC. D/B/A ADSPOSURE FOR THE SUPPLY OF CERTAIN DIGITAL AND STATIC SIGNAGE

4) RESOLUTION SUPPORTING A PUBLIC HEALTH ADVISORY FOR NORWOOD RESIDENTS DUE TO THE COVID-19 PANDEMIC

M) ADMINISTRATION REPORTS

N) UNFINISHED BUSINESS

"Gem of the Highlands"

O) NEW BUSINESS

P) COMMUNICATIONS

OKI- Regional Council of Governments

City Auditor, Jim Stith

Re: Current Representatives Term Expiration

Re: New Assistant Deputy Auditor's Salary

Q) EXCUSE ABSENT MEMBER/S

R) ADJOURNMENT

"Gem of the Highlands"



NORWOOD, OHIO

Ordinance No. _____ *20* _____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE 43-2011, PASSED SEPTEMBER 27, 2011, TO EXTEND THE TERM OF THE TAX INCREMENT FINANCING STRUCTURE FOR THE ROOKWOOD EXCHANGE PROJECT FOR AN ADDITIONAL THIRTY YEARS PURSUANT TO OHIO REVISED CODE 5709.51; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, on September 27, 2011, the Council for the City of Norwood, Ohio (the “Council”) passed Ordinance No. 43-2011 (the “Original TIF Ordinance”) in accordance with Ohio Revised Code (“ORC”) Section 5709.40(B) to declare certain improvements to the property listed in Exhibit B attached to the Original TIF Ordinance (the “Exempted Property”) to be a public purpose benefitting the City and its residents; and

WHEREAS, pursuant to the Original TIF Ordinance, one hundred percent (100%) of the increase in the assessed value of the property comprising the Exempted Property (the “Increment”) has been exempted for a period of thirty years (the “Original TIF Exemption”); and

WHEREAS, pursuant to ORC Section 5709.51, as adopted by the 133 Ohio General Assembly and with an effective date of October 2019, the City is currently authorized to extend the Original TIF Exemption; and

WHEREAS, in accordance with ORC Section 5709.51, the City has determined that it is necessary and appropriate and in the best interest of the City to extend the term of the Original TIF Exemption by an additional thirty (30) years to capture additional tax increment finance revenue (the “Extended TIF Exemption”); and

WHEREAS, the Extended TIF Exemption will allow the City to realize additional tax increment revenues to pay the costs of Public Improvements, as defined in the Original TIF Ordinance, to benefit the Exempted Property; and

WHEREAS, this Council intends to compensate the Norwood City School District (the “School District”) in an amount equal in value to the amount of taxes that would be payable to the School District if the Original TIF Exemption had not been extended hereby (the “TIF Extension School Compensation”); and

WHEREAS, notwithstanding the extension of the Original TIF Exemption by thirty years and the TIF Extension School Compensation, all other terms and conditions of the Original TIF Extension and the Original TIF Ordinance shall remain in effect; and

WHEREAS, this Council acknowledges that ORC Section 5709.51 requires that service payments made pursuant to the Original TIF Ordinance and ORC Section 5709.42 by the owner or owners of the Exempted Property exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2019; and

WHEREAS, this Ordinance is hereby declared to be an emergency measure to provide for the immediate preservation of the peace, property, health or safety of the City and its citizens, the emergency being the urgent necessity of the City to receive the benefits of the Extended TIF Exemption in accordance with ORC Section 5709.51; now, therefore,

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

SECTION 1. TIF Exemption Extension. Section 1 of Ordinance No. 43-2011 duly passed by the Council for the City of Norwood, Ohio (the “Council”) on September 27, 2011 (the “Original TIF Ordinance”) is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

Ordinance Authorizing Rookwood TIF Extension (with Emergency provision)

SECTION 1. Declaration of Public Purpose. In accordance with Section 5709.40(B), Ohio Revised Code, it is hereby declared that improvements to the Exempted Property as listed in Exhibit B attached hereto and incorporated herein are a public purpose benefiting the City and its residents and that the duration of such public purpose shall be sixty (60) years.

SECTION 2. TIF Exemption Extension. Section 2 of the Original TIF Ordinance is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

SECTION 3. TIF Exemption. One hundred percent (100%) of the Increased Value, which is defined as the increase in the assessed value of the real property comprising the Exempted Property and any improvements constructed thereon over the Historical Value of the Exempted Property, shall be exempt from real property taxation (the "TIF Exemption"), for a period commencing with the tax year in which the Increased Value first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of this Ordinance (the "Commencement Date") and ending on the sixtieth (60th) anniversary of such Commencement date or the date the Public Improvements are paid in full, whichever occurs first (the "Exemption Period").

SECTION 4. School Compensation. Section 6 of the Original TIF Ordinance is hereby amended pursuant to ORC Section 5709.51 to read in its entirety as follows:

SECTION 5. Distribution of Payments to School District and City. Pursuant to Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.82, the City is hereby authorized to enter into a School Compensation Agreement (the "School Compensation Agreement") with the School District, which shall provide that during the first thirty (30) years of the Exemption Period, the City shall pay to the School District a portion of the Statutory Service Payments collected annually with respect to the Increased Value of the Exempted Property, as set forth in such School Compensation Agreement. This Council hereby approves the School Compensation Agreement among the City, the School District, and the Redeveloper, including the exhibits thereto, the form of which is attached hereto as Exhibit D and made a part hereof, and authorizes the Mayor to execute the School Compensation Agreement on behalf of the City, with such changes, not inconsistent with this ordinance or materially adverse to the City, as shall be approved by the Mayor. The execution of the School Compensation Agreement by the City officials on behalf of this Board shall be conclusive evidence of such approval. As required by, and in accordance with, Ohio Revised Code Section 5709.51, during the final thirty (30) years of the Exemption Period, the School District shall be compensated in an amount equal in value to the amount of taxes that would be payable to the School District if Original TIF Exemption did not apply during such thirty (30) year period.

SECTION 6. Prior Annual Service Payments. That this Council determines that the service payments made pursuant to ORC Section 5709.42 and the Original TIF Ordinance by the owners of the parcels designated in the Original TIF Ordinance exceeded one million five hundred thousand dollars (\$1,500,000.00) in calendar year 2019.

SECTION 7. Further Authorizations. This Council further hereby authorizes and directs the Mayor, the Clerk of Council, the Law Director, the City Auditor, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as maybe appropriate to implement this Ordinance and extend the Original TIF Exemption as described herein.

SECTION 8. Notification of Passage. The Clerk of this Council is hereby directed to deliver, or cause to be delivered, not later than fifteen (15) days after the effective date of this Ordinance, a copy thereof to the Director of Development of the State of Ohio now known as the Director of the Ohio Development Services Agency.

SECTION 9. Open Meetings. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 10. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this Ordinance must be immediately effective to ensure the City receives the benefits of the Extended TIF Exemption in accordance with ORC Section 5709.51, wherefore, this Ordinance shall take effect and be in force from and immediately after its adoption.

PASSED: _____
Date

Ken Miracle
President of Council

ATTEST:

The duly appointed Clerk of Council attests that this ordinance was passed at a regular meeting of Norwood City Council on the ____ day of _____, 2020, 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 _____, 2020.

Maria Williams
Clerk of Council

APPROVED _____
Date

Victor Schneider
Mayor

Approved as to form:

Keith Moore, Norwood Law Director

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

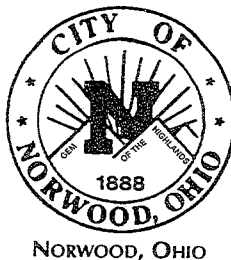
3rd Reading _____
Date

All 3 Readings _____
Date

Tabled _____
Date

Vetoed _____
Date

Ordinance Authorizing Rookwood TIF Extension (with Emergency provision)



Ordinance No. _____ 20_____

AN ORDINANCE AUTHORIZING AN AMENDMENT TO MANAGEMENT AND MAINTENANCE AGREEMENT WITH DANAMONT SQUARE, LLC; AUTHORIZING AND APPROVING RELATED MATTERS; AND DECLARING AN EMERGENCY

WHEREAS, Danamont Square, LLC (the “Redeveloper”) has developed what is commonly referred to as the University Station development (the “Project”) on certain parcels of land located within the City of Norwood, Ohio (the “City”) within the general boundaries of Cleney Avenue, Montgomery Road, the southern corporation line, and the western corporation line (the “Project Site”); and

WHEREAS, certain public improvements (the “Public Improvements”) were developed by the Redeveloper within the Project Site to support the Project and were financed with proceeds received from the sale of the City’s Special Obligation Development Revenue Bonds, Series 2013 (University Station Project) (the “Bonds”) authorized by the Council for the City of Norwood, Ohio (the “Council”) on May 31, 2013 by Ordinance 25-2013; and

WHEREAS, such Public Improvements are managed and maintained by the Redeveloper in accordance with that certain Management and Maintenance Agreement effective September 13, 2013 (the “Management Agreement”), authorized by the Council Ordinance No. 31-2013 on July 9, 2013;

WHEREAS, the Management Agreement contemplated that Metering Devices, as defined in the Maintenance Agreement, would be utilized to collect fees for parking lots or other parking facilities; and

WHEREAS, the City and the Redeveloper now desire to change the method of managing and charging for the use of some of the parking lots and spaces operated pursuant to the Management Agreement; and

WHEREAS, to the extent the City and this Council determine to refinance the outstanding Bonds in the future, and such refinancing is dependent upon approval of the Redeveloper, the City intends to accept such approval or waiver of such approval; now, therefore

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

SECTION 1. Amendment to Management and Maintenance Agreement Amendment. This council hereby approves the Amendment to Management and Maintenance Agreement, including the exhibits thereto, the form of which is currently on file with the Clerk of Council, and authorizes the Mayor of the City to execute the Amendment to Management and Maintenance Agreement on behalf of the City, with such changes, not inconsistent with this ordinance or materially adverse to the City, as shall be approved by the Mayor. The execution of the Amendment to Management and Maintenance Agreement by the Mayor shall be conclusive evidence of such approval.

SECTION 2. Waiver of Redeveloper Approval of Optional Redemption of Bonds. This council hereby approves any waiver by the Redeveloper of any approval rights of the Redeveloper in connection with the optional redemption of the Bonds.

SECTION 3. Related Actions, Agreements and Approvals. This Council further authorizes the Mayor, the Clerk of Council, the Law Director, the City Auditor, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 4. Open Meetings. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Ordinance Authorizing Amendment to Management and Maintenance Agreement (with Emergency provision)

SECTION 5. Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this Ordinance must be immediately effective to ensure the safe and efficient operation of Project in coordination with neighboring institutions, wherefore, this Ordinance shall take effect and be in force from and immediately after its adoption.

PASSED: _____
Date Ken Miracle, President of Council

ATTEST: _____
Maria Williams, Clerk of Council

The duly appointed Clerk of Council attests that this ordinance was passed at a regular meeting of Norwood City Council on the ____ day of _____, 2020, 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 _____, 2020.

Maria Williams, Clerk of Council

APPROVED _____
Date Victor Schneider, Mayor

Approved as to form:

Keith Moore, Norwood Law Director

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

Ordinance Authorizing Amendment to Management and Maintenance Agreement (with Emergency provision)

**AMENDMENT TO MANAGEMENT
AND MAINTENANCE AGREEMENT**

THIS AMENDMENT TO MANAGEMENT AND MAINTENANCE AGREEMENT ("Amendment") is entered into this 1st day of November, 2020 between the CITY OF NORWOOD, OHIO, an Ohio municipal corporation (the "City") and DANAMONT SQUARE, LLC, a Delaware limited liability company (the "Redeveloper") under the following circumstances:

A. The City and the Redeveloper are parties to a certain Management and Maintenance Agreement effective September 13, 2013 (the "Management Agreement") affecting real property described in Exhibit A and Exhibit B attached to the Management Agreement.

B. The Management Agreement contemplated that "Metering Devices" (as defined in the Management Agreement) would be utilized to collect fees for parking lots or other parking facilities.

C. The City and the Redeveloper now desire to change the method of managing and charging for the use of some of the parking lots and spaces covered by the Management Agreement, subject to the terms and conditions contained in this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the City and the Redeveloper hereby agree as follows:

1. Capitalized Terms. All capitalized terms in this Amendment not typically capitalized and not otherwise defined in this Amendment shall have the meanings assigned to such terms by the Management Agreement.

2. Removal of Meters. Redeveloper shall have the right, at no expense to the City, to remove and/or disable the Metering Devices located within the areas as generally shown on Exhibit A attached hereto and made a part hereof (such areas hereinafter referred to as the "Parking Pass Areas"). The Metering Devices removed by the Redeveloper shall remain the Property of the City, and the Redeveloper shall deliver the removed Metering Devices to the City as directed by the City.

3. Parking Passes and Sale of Parking Passes. Once Redeveloper has removed the Metering Devices from any of the Parking Pass Areas, Redeveloper may sell parking passes for the parking spaces located within the Parking Pass Areas utilizing decals, stickers or other methods (such passes hereinafter referred to as "Parking Passes") so long as the Parking Passes are for terms of no longer than three (3) months. In order to further the economic development goals of the City, the Redeveloper may prioritize the sale of Parking Passes to tenants and customers of the Site. The Redeveloper shall have the right to install signs within the Parking Pass Area designating the parking spaces therein to be reserved for Parking Pass owners only. In addition to the foregoing, and also to further the City's economic development goals, the Redeveloper may post

signs designating certain parking spaces within the Parking Pass Area to be for the use by office employee and visitor parking only and retail employee and visitor parking, including for limited hours or time periods (the "Designated Signage"). In all events, the City may require the Redeveloper to (i) not renew Parking Passes, and/or (ii) upon 180 days notice, remove Designated Signage, in each case if the City determines in its reasonable discretion that there is a need for more transient parking to foster its economic development goals at the Site.

4. Parking Pass Fees. All amounts collected by the Redeveloper from the sale of Parking Passes ("Parking Pass Fees") shall be accounted for by the Redeveloper in the same manner as Parking Fees under the Management Agreement and shall be held and transferred by the Redeveloper to the Trustee for the Maintenance Fund in the same manner as the Monthly Parking Revenues, all pursuant and subject to the terms and conditions of the Management Agreement. All such Parking Pass Fees collected by Redeveloper shall be deemed to be "Parking Fees" and "Monthly Parking Revenues" for all purposes under the Management Agreement.

5. Enforcement. The Redeveloper may enforce the use of the parking spaces within the Parking Pass Areas for holders of Parking Passes only, enforce the office and retail marked spaces, and enforce the use of the meters for the remaining metered parking spaces by all reasonable means, including without limitation, towing violating vehicles, provided Redeveloper complies with all applicable legal requirements with regard to towing vehicles. The City shall cooperate with the Redeveloper's efforts to enforce the appropriate use of parking spaces as described above in this paragraph.

6. Maintenance and Repair. The parking spaces within the Parking Pass Areas shall remain Public Improvements to be maintained and repaired by the Redeveloper pursuant and subject to the terms and conditions of the Management Agreement.

7. Notices. The Redeveloper's mailing address for purposes of the Management Agreement is 643 West Court Street, Cincinnati, Ohio 45203, Attn: Andrew Beiting. The Redeveloper's 24-hour emergency contact information is:

Name: _____
Job Title: _____
Email Address: _____
Telephone No.: _____

8. Conflicts with Management Agreement. To the extent the terms or provisions of this Amendment conflict with the terms and provisions of the Management Agreement, the terms and provisions of this Amendment shall prevail.

9. Ratification of Management Agreement. Except as specifically modified by the terms and provisions of this Amendment, the terms and provisions of the Management Agreement remain in full force and effect and unmodified and shall apply to the matters addressed in this Amendment. The City and the Redeveloper hereby ratify the Management Agreement, as modified by this Amendment.

10. Covenants Running with the Land. The provisions of this Amendment shall run with the land and shall inure to the benefit of and be binding upon the City and Redeveloper and their respective successors and assigns. This Amendment may be recorded in the Hamilton County, Ohio Recorder's Office.

[Remainder of page intentionally left blank – signature pages follow.]

Signed as of the day and year first above written.

DANAMONT SQUARE LLC,
a Delaware limited liability company

By: DanaMont Member LLC,
an Ohio limited liability company
Its: Manager

By: Messer Development Company, LLC
an Ohio limited liability company
Its: Daily Manager

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ of Messer Development Company, LLC, an Ohio limited liability company, on behalf of such limited liability company, as the Daily Manager of DanaMont Member LLC, an Ohio limited liability company, on behalf of such limited liability company, as Manager of Danamont Square LLC, a Delaware limited liability company, on behalf of such limited liability company. No oath or affirmation was administered to the signer.

Notary Public

THE CITY OF NORWOOD, OHIO,
an Ohio municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of The City of Norwood, Ohio, an Ohio municipal corporation, organized and existing under the Constitution and laws of the State of Ohio, on behalf of such municipal corporation. No oath or affirmation was administered to the signer.

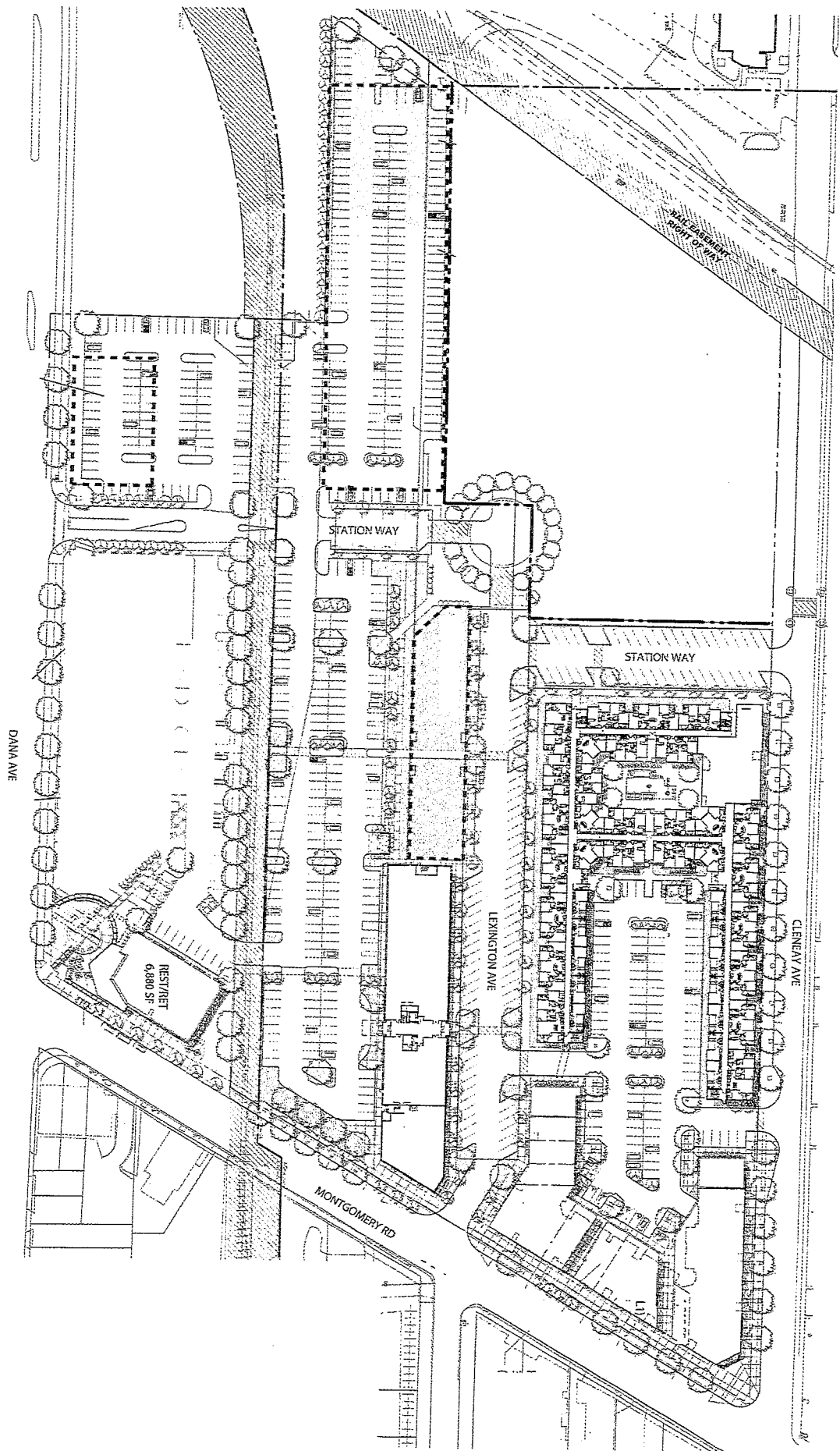
Notary Public

APPROVED AS TO FORM:

Name: _____
Title: _____

This Instrument Prepared By:

Richard D. Herndon, Esq.
Griffin Fletcher & Herndon LLP
3500 Red Bank Road
Cincinnati, Ohio 45227
(513) 421-1313





NORWOOD, OHIO

Ordinance No. _____ **20** _____

**ORDINANCE AUTHORIZING THE NORWOOD SAFETY SERVICE
DIRECTOR TO ENTER AN AGREEMENT WITH ADVERTISING
VEHICLES, INC. D/B/A ADSPOSURE FOR THE SUPPLY OF CERTAIN
DIGITAL AND STATIC SIGNAGE**

WHEREAS, Advertising Vehicles, Inc. D/B/A Adsposure is in the business, in part, of providing digital and static signage, and selling advertising to be placed thereon; and

WHEREAS, Norwood desires to have Advertising Vehicles, Inc. supply certain digital and static signage; and

WHEREAS, Norwood expects to realized significant revenue from such signage while anticipating little or no expenditure on the City's part; and

WHEREAS, Council desires to authorize the Service-Safety Director 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 approves the entering into of an agreement with Advertising Vehicles, Inc. D/B/A Adsposure for the supply of certain digital and static signage, and hereby designates and authorizes the Service-Safety Director of the City of Norwood to execute and deliver an agreement substantially similar to that attached hereto as Exhibit 1 on the City's behalf.

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 _____, 2020 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 _____, 2020.

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

DIGITAL AND STATIC SIGNAGE AGREEMENT

THIS DIGITAL AND STATIC SIGNAGE AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2020 (the "Effective Date"), by and between **ADVERTISING VEHICLES, INC. D/B/A ADSPOSURE**, an Ohio corporation ("Adsposure") and **THE CITY OF NORWOOD**, an Ohio municipality ("Norwood"). The parties to this Agreement are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

WHEREAS, Norwood is a municipality located in Hamilton County, Ohio;

WHEREAS, Adsposure is in the business, in part, of providing digital and static signage, and selling advertising to be placed thereon;

WHEREAS, Norwood desires to have Adsposure supply certain digital and static signage, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree and covenant as follows:

1. **Digital and Static Signage.**

1.1 **Displays.** Subject to the terms and conditions of this Agreement, Adsposure shall procure, install and operate nine (9) digital outdoor kiosks and nine (9) static double-sided backlit displays meeting the specifications contained in Schedule 1.1, attached hereto and incorporated herein (the "Displays"). Norwood shall permit Adsposure to install the Displays at specific locations within the boundaries of the City of Norwood as mutually agreed upon by the Parties in writing. During the Term, (defined below), the Parties may mutually agree to install and operate additional Displays within the City of Norwood under the terms and conditions of this Agreement.

1.2 **Installation.** Adsposure shall promptly install the Displays at each agreed upon location within ninety (90) days of such location being selected by the Parties. The Displays shall remain at the agreed upon locations and shall not be removed without both Parties' prior written consent for the duration of the Term. Adsposure shall be solely responsible for delivery, installation and setup of the Displays and shall furnish adequate labor, tools and equipment sufficient to complete the installation of the Displays without delay. Norwood shall ensure adequate access to the agreed upon locations, and Adsposure shall use reasonable efforts to minimize any disruptions of pedestrian or vehicular traffic during installation of the Displays.

1.3 **Advertising.** Adsposure shall sell advertising space on the Displays to third parties on terms agreeable to Adsposure in its reasonable discretion. Norwood hereby grants Adsposure the right to feature advertising materials on all Displays located within the boundaries of the City of Norwood. Adsposure shall furnish all finished advertising material to be placed on the Displays. All advertising materials shall comply with the approved guidelines contained in Exhibit A, attached hereto and incorporated herein (the "Guidelines"). Adsposure shall track and

maintain all advertising materials contained in the Displays in compliance with the Guidelines and in good condition. Adspasure shall provide a response line for complaints regarding the condition of advertising materials and shall replace any advertising material that has been stolen, damaged or defaced within twenty-four (24) hours for emergencies (such as offensive language or symbols) or within ten (10) days for minimal damage, within Adspasure's reasonable discretion.

1.4 Ownership. During the Term, Adspasure shall own the Displays. Norwood shall assume ownership of all Displays upon expiration or termination of this Agreement as provided in Section 3. In the event this Agreement is terminated or expires before Adspasure has recovered all costs incurred to purchase and install the Displays pursuant to Section 2.1 below, then Norwood shall promptly reimburse Adspasure for all such costs before assuming ownership of the Displays.

2. Advertising Revenue.

2.1 Cost Recovery. Adspasure shall purchase and install the Displays based on the specifications required under this Agreement, at its sole cost. Adspasure shall collect and retain all revenue from the sale of advertising space on the Displays until it has recovered its entire cost expended for the purchase and installation of the Displays. In the event that any Display must be replaced pursuant to Section 5, Adspasure may retain all advertising revenue until the cost incurred by Adspasure for such replacement Display is recovered in full.

2.2 Revenue Sharing. After Adspasure has recovered its entire cost expended for the purchase and installation of the Displays, Norwood shall be entitled to 50% of the annual Net Revenue from the Displays as compensation for granting Adspasure the right to install the Displays and sell advertising thereon. For purposes of this Agreement, "Net Revenue" shall mean all gross revenue from the sale of advertising space on the Displays, less all maintenance, commissions, administrative and other costs incurred by Adspasure and allocable to the Displays under generally accepted accounting principles (GAAP). Beginning in the third year of the Term, Norwood shall be guaranteed a minimum annual payment of Net Revenue under this Agreement in the total amount of \$42,000 (the "Minimum Payment"). Norwood acknowledges that it shall not receive any amount under this Agreement that exceeds the greater of either (i) 50% of the annual Net Revenue; or (ii) the Minimum Payment for any year during the Term.

2.3 Payment. Adspasure shall be solely responsible for billing and collecting advertising revenue from third parties. During the first two years of the Term and only after cost recovery has occurred pursuant to Sections 2.1 and 2.2 above, Adspasure shall pay to Norwood its monthly share of the Net Revenue within thirty (30) days following the end of each month. Beginning in the third year of the Term, Adspasure shall pay to Norwood the Minimum Payment in twelve equal monthly installments of \$3,500 no later than the fifteenth (15th) day of each month. To the extent that Norwood's annual share of the Net Revenue exceeds the Minimum Payment in any given year, Adspasure shall pay the remaining balance Net Revenue due to Norwood within thirty (30) days following the end of the year. Adspasure shall make all payments in U.S. dollars by check, wire transfer or otherwise to the address of Norwood provided pursuant to Section 15.12 and otherwise in accordance with Norwood's reasonable written instructions.

2.4 Records; Audit. During the Term and for a period of two (2) years thereafter, Adspasure shall retain reasonable books, records, and supporting documents associated

with the purchase, installation and operation of the Displays, the sale of advertising space to third parties and any other relevant records related to this Agreement or the calculation of Net Revenue (the "Books and Records"). Norwood shall have the right to inspect, audit and examine the Books and Records and any agreements Adspasure may enter into with third parties relative to the Displays upon reasonable request during the Term and for a period of two (2) years thereafter. Adspasure shall have no less than ten (10) days to respond to any request for documents under this Section 2.4 or such greater time reasonably necessary to respond based on the scope of such request.

3. Term and Termination.

3.1 Initial Term. The term of this Agreement shall commence on the Effective Date and continue for a period of ten (10) years unless earlier terminated pursuant to the terms of this Agreement or applicable law (the "Initial Term").

3.2 Renewal Term. Upon expiration of the Initial Term, the Parties may renew this Agreement upon mutual written agreement no later than ninety (90) days prior to the end of the then-current term for a period one (1) year (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless this Agreement is earlier terminated pursuant to its terms or applicable law. If the Initial Term or any Renewal Term is renewed for any Renewal Term(s) pursuant to this Section 3.2, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms in effect immediately prior to such renewal, except as otherwise agreed to by the Parties in writing. In the event that the Parties do not mutually agree to renew this Agreement, then this Agreement terminates on the expiration of the Initial Term or then-current Renewal Term, as applicable.

3.3 Termination for Cause. Either Party may terminate this Agreement, by providing written notice to the other Party:

(a) upon breach by the other Party of its representations, warranties, covenants or obligations under this Agreement, and either the breach cannot be cured or, if the breach can be cured, it is not cured by the other Party within a commercially reasonable period of time under the circumstances, in no case exceeding thirty (30) days following the other Party's receipt of written notice of such breach;

(b) upon the occurrence of any act of bankruptcy or insolvency by the other Party, an assignment for the benefit of the creditors, or institution of liquidation proceedings by or against such other Party; or

(c) upon the occurrence of any other event constituting grounds for termination set forth in any other sections of this Agreement.

Any termination under this Section 3.3 by either Party shall be effective upon the other Party's receipt of the terminating Party's written notice of termination or such later date (if any) set forth in such notice. Upon the occurrence of any of the events described under this Section 3.3, the terminating Party may, in addition to any of its other rights to suspend performance under this Agreement or applicable law, immediately suspend its performance under all or any part of this Agreement, without any liability to the other Party, and, notwithstanding anything to the contrary contained in this Agreement, such terminating Party may, at its election, recover any and all damages, costs (including attorneys' and other professionals' fees and costs), expenses and

losses incurred by such terminating Party as a result of any event described under this Section 3.3 or any breach of this Agreement by the other Party.

3.4 Actions upon Expiration or Termination. Immediately upon expiration or termination of this Agreement, each Party shall promptly terminate all performance under this Agreement, except that Adspasure shall remain liable and shall promptly pay any amounts due and outstanding to Norwood as of the date of termination, and return to the other Party all property belonging to the other Party or dispose of such property in accordance with the other Party's instructions, including all tangible or electronic documents and materials (and any copies) containing, incorporating or based on the other Party's Confidential Information (defined below).

3.5 Effect of Expiration or Termination. Expiration or termination of this Agreement shall not affect any rights or obligations of the Parties that either (i) come into effect upon or after termination or expiration of this Agreement; or (ii) otherwise survive the expiration or earlier termination of this Agreement pursuant to Section 15.4 and were incurred by the Parties prior to such expiration or earlier termination. Subject to Section 3.4, the Party terminating this Agreement, or in the case of the expiration of this Agreement, neither Party, shall be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement shall not constitute a waiver of any of either Party's rights, remedies or defenses under this Agreement, at law, in equity or otherwise.

4. Terms of Agreement Govern. The Parties intend for the express terms and conditions contained in this Agreement (including any schedules and exhibits hereto) to exclusively govern and control each of the Parties' respective rights and obligations regarding the relationship contemplated herein. Notwithstanding the foregoing, if any terms and conditions contained in any proposal or estimate conflict with any terms and conditions contained in this Agreement, the applicable term or condition of this Agreement will prevail and such contrary terms will have no force or effect. Norwood acknowledges that any projected revenues provided to Norwood by Adspasure are nonbinding estimates based on its current knowledge and expectations. Norwood further acknowledges that Adspasure does not guarantee any specific revenue projections and actual revenue received under this Agreement may vary.

5. Maintenance and Repairs. Adspasure shall be responsible for all maintenance and repairs of the Displays during the Term, including regular upkeep and cleaning. At all times during the Term, Adspasure shall maintain the Displays in good operating condition and proper working order, ordinary wear and tear excepted, and Adspasure shall regularly monitor and inspect the Displays. In the event of any loss, theft, damage or destruction to any Display, Adspasure shall repair or replace such Display, at Adspasure's cost, subject to reimbursement pursuant to Section 2.1 above.

6. Compliance with Laws. The Parties shall at all times comply with all laws applicable to this Agreement, the Parties' operation of their respective businesses or organizations, and the exercise of their rights and performance of their obligations hereunder. The Parties shall obtain and maintain all permits, licenses and authorizations necessary for the exercise of its rights and performance of their respective obligations under this Agreement.

7. Representations and Warranties. Each Party represents and warrants to the other

Party that: (i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization; (ii) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement; and (iii) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

8. **Relationship of the Parties.** The relationship between the Parties is solely that of vendor and vendee, and they are independent contracting parties. Nothing contained in this Agreement shall be construed to (i) give either Party the power to direct and control the day-to-day activities of the other; (ii) constitute the Parties as partners, joint venturers, co-owners or otherwise; or (iii) allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9. **Disclaimer of Warranty.** Except as otherwise provided herein, all services, supplies and equipment furnished by Adsposure under this Agreement shall conform, in all material respects, to the specifications and requirements included in this Agreement. **EXCEPT AS OTHERWISE CLEARLY SET FORTH IN THIS AGREEMENT, ADSPOSURE EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, DESIGN, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE, OR ANY WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS WITH REGARD TO THE SERVICES, SUPPLIES AND EQUIPMENT PROVIDED HEREIN, AND ALL SUCH SERVICES, SUPPLIES AND EQUIPMENT ARE ACCEPTED AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND.**

10. **Intellectual Property.**

10.1 **Definition.** “Intellectual Property Rights” shall mean all proprietary intellectual property rights comprising or relating to patents, copyrights, trademarks, domain names, works of authorship, designs, concepts, data, developments, documentation, drawings, information, inventions, processes, techniques, software, technology, tools, files, records, schematics, specifications, trade secrets, and all other intellectual property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction throughout the world.

10.2 **Ownership.** The Parties acknowledge and agree that each Party retains exclusive ownership of its Intellectual Property Rights, neither Party transfers to the other Party any of its Intellectual Property Rights and neither Party may use any of the other Party’s Intellectual Property Rights except as explicitly contemplated by this Agreement. Unless otherwise expressly stated herein, this Agreement confers no right or license with regard to either Party’s Intellectual Property Rights, all of which shall remain the exclusive property of each Party.

11. **Confidential Information.**

11.1 **Scope of Confidential Information.** From time to time during the Term,

either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") certain information that is confidential, non-public or proprietary, including without limitation, any and all information relating to the Disclosing Party's products, services, business and financial affairs, operations, assets, customer lists, pricing, strategies, know-how, projects, research, databases, processes, designs, methods, cost data, software, marketing, employee lists, vendor information, Intellectual Property Rights and any and all information constituting a "trade secret" within the meaning of the Ohio Uniform Trade Secrets Act as defined in Ohio Rev. Code § 1333.61(D) (collectively, "Confidential Information"). Confidential Information shall not include any information that (i) was lawfully available to the Receiving Party on a non-confidential basis; (ii) is made public or subsequently obtained from third party sources other than the Disclosing Party who are not bound by the confidentiality terms of this Agreement; or (iii) is required to be disclosed pursuant to a court order or administrative proceeding, if the Receiving Party promptly notifies the Disclosing Party of the need for any such disclosure and gives the Disclosing Party reasonable time to oppose such process.

11.2 Protection of Confidential Information. The Receiving Party shall protect and retain such Confidential Information in strict confidence with at least the same degree of care as the Receiving Party would protect its own Confidential Information but in no event with less than a commercially reasonable degree of care, and the Receiving Party shall not, either during the Term or after its termination, disclose to any third party or cause anyone else to disclose such Confidential Information to any third party or use the Confidential Information, or permit it to be used, for any purpose other than to exercise its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 11 by any of its representatives. The restrictions on disclosure in this Agreement shall survive any expiration or earlier termination hereunder.

12. Legal and Equitable Remedies. Because the Parties may have access to and become acquainted with Confidential Information of the other Party and as a remedy at law for breach of the provisions of Sections 10 and/or 11 may be inadequate, the Parties shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that the Parties may have for a breach of this Agreement.

13. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, and its agents, directors, officers, employees and representatives from and against, and in respect of, any and all actions, proceedings, claims, suits, judgments, damages, liabilities, losses, penalties, costs and expenses (including, without limitation, attorneys' fees) of every kind whatsoever arising in any manner out of or from, or in connection with any actual or alleged (i) breach by such indemnifying Party of any term or provision of this Agreement, including without limitation, any breach or violation of any representation, warranty, or covenant, as well as any non-performance of any obligations hereunder; (ii) negligent or willful act or omission by such indemnifying Party or its officers, directors, shareholders, agents, employees or representatives in connection with this Agreement; (iii) bodily injury or death of any person or any damage to real or tangible personal property caused by the acts or omissions of such indemnifying Party or its officers, directors, shareholders, agents, employees or representatives; (iv) failure by such indemnifying Party to comply with applicable laws; or (v) infringement of such indemnifying

Party's intellectual property used in connection with this Agreement against any Intellectual Property Rights of any third party.

14. **Insurance.** During the Term, Adspasure shall maintain and carry in full force and effect, commercial general liability insurance and other insurance of sufficient types and amounts as is customary for Adspasure's business or otherwise required under applicable law, with financially sound and reputable insurers. At Norwood's request, Adspasure shall provide a certificate of insurance evidencing the insurance coverage specified in this Section 14. Adspasure shall provide Norwood with thirty (30) days' advance written notice in the event of a cancellation or material change in any such insurance policy. Each Party waives and shall cause its insurers to waive, any right of subrogation or other recovery against the other Party, its affiliates, and their insurers.

15. **Miscellaneous.**

15.1 **Further Assurances.** Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

15.2 **Expenses.** Except as otherwise provided herein, each of the Parties shall assume and bear all expenses, costs and fees incurred or assumed by such Party in the preparation and execution of this Agreement and compliance herewith, whether or not the transactions contemplated hereby shall be consummated, including attorney fees.

15.3 **Force Majeure.** Neither Party shall be liable to the other Party for delays due to any of the following: (a) acts of any federal, state, local or foreign government, including controls or materials, equipment, food or labor essential to completion of the work by reason of war, national defense, or any other national or state emergency; or (b) causes not reasonably foreseeable by the Parties at the time of the execution of this Agreement which are beyond the reasonable control of, any through no fault or negligence of either Party, including without limitation, acts of God or the public enemy, freight embargoes, court actions, fires, floods, earthquakes, epidemics, quarantines and strikes; weather of unusual severity such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other accidental or natural causes or like factors of unusual severity which directly affect or prohibit work under this Agreement.

15.4 **Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties of the Parties contained herein, and Sections 3 and 9 – 15 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement.

15.5 **Waiver.** Except as otherwise provided in this Agreement, no waiver by any Party of any condition, or of the breach of any term, provision, covenant, representation or warranty contained in this Agreement, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of the breach of any other term, provision, covenant, representation or warranty.

15.6 Entire Agreement; Amendments. This Agreement, including any exhibits and schedules, constitutes the entire understanding of the Parties with regard to the subject matter contained herein, and supersedes all prior or contemporaneous agreements and understandings between the Parties, whether written or oral, express or implied. This Agreement may not be amended, modified or supplemented by the Parties except by written mutual agreement.

15.7 Binding Effect; Assignment; No Third Party Rights. This Agreement shall bind, benefit, and be enforceable by both Parties and their respective successors, legal representatives and assigns, heirs, executors, administrators and personal representatives. No Party may assign this Agreement or its obligations hereunder without the prior written consent of the other Party, except that Adspasure may assign this Agreement to any affiliated entity controlling, controlled by or under common control with Adspasure. Except as may be expressly set forth in this Agreement, nothing herein will be construed to give any person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

15.8 Severability. In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions (or portion thereof) had never been contained herein. If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction because of the provision's scope, duration or other factor, then such provision shall be deemed to be enforceable to the greatest extent permitted under relevant law.

15.9 Governing Law; Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provisions, principles or rules that would cause the application of any laws of any jurisdiction other than the State of Ohio. All Parties consent to the jurisdiction of and agree that any such controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be brought exclusively in the state or federal courts located within Hamilton County, Ohio. Each Party hereby irrevocably waives, to the fullest extent legally permissible, any defense of inconvenient forum to the maintenance of such action or proceeding. Each Party further agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.10 Waiver of Jury Trial. Each Party acknowledges and agrees that any controversy that may arise under this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement, including any exhibits, schedules, attachments, and appendices attached to this Agreement, or the transactions contemplated hereby.

15.11 Construction. Neither Party shall be deemed the drafter of this Agreement and neither Party shall enjoy the benefit of any canon of construction requiring any ambiguity to be construed against the drafter. The headings in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation, construction or

enforcement of this Agreement. Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine or neuter genders herein shall include any other gender, as the context requires.

15.12 Notices. Except as otherwise stated herein, any notices required or permitted hereunder shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given upon personal delivery, by email if receipt is confirmed by the recipient or by certified or registered mail, postage prepaid, three (3) days after the date of mailing.

To Adspasure:

Advertising Vehicles, Inc.
Attn: Ken Black, CEO
10810 Kenwood Road
Cincinnati, Ohio 45242

To Norwood:

City of Norwood
Attn: _____
4645 Montgomery Rd.
Norwood, OH 45212

15.13 Counterparts. This Agreement may be executed in any number of counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The signature of any Party to any counterpart transmitted by facsimile or electronic mail shall be deemed an original signature for all purposes.

[Signature page(s) to follow]

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

ADSPOSURE:

ADVERTISING VEHICLES, INC. D/B/A
ADSPOSURE, an Ohio corporation

By: _____

Name: Ken Black

Its: CEO

NORWOOD:

THE CITY OF NORWOOD,
an Ohio municipality

By: _____

Name: _____

Its: _____

SCHEDULE 1.1

Display Specifications

EXHIBIT A

Guidelines for Advertising Displayed within the City of Norwood

Restrictions: Adspasure shall not display or maintain any advertisement that falls within one or more of the following categories:

1. Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, gender, marital or parental status, military discharge status, source of income, or sexual orientation.
2. Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, including depicting such products and vaping products.
3. Profanity. The advertisement contains profane language, *i.e.*, language containing certain of those personally reviling epithets naturally tending to provoke violent resentment or language that under contemporary community standards is so grossly offensive to members of the public who actually hear it as to amount to a nuisance.
4. Violence. The advertisement contains an image or description of violence, including, but not limited to 1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement; or 2) the depiction of weapons or other implements or devices used in the advertisement in an act of violence or harm on a person or animal.
5. Unlawful goods, services or conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal goods, services, behavior or activity.
6. Obscenity or nudity. The advertisement contains obscene material; depicts nudity, sexual intercourse or other sexual acts; or is harmful to juveniles. For purposes of these standards, the terms "obscene," "nudity" and "harmful to juveniles" have the meanings contained in Ohio Revised Code Chapter 2907.
7. Prurient sexual suggestiveness. The advertisement contains material that incites, describes, depicts, or represents sexual activities or images or descriptions of human sexuality or anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest. The advertisement promotes the sale of pornography, adult telephone or Internet services, escort services, nude dance clubs, sensual massage, or any other form of adult-oriented entertainment.
8. Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by Norwood of any service, product, or point of view; without prior written authorization of an authorized representative of Norwood.

9. False, misleading, or deceptive speech. The advertisement, or any material in it, is false, misleading, or deceptive.
10. Libelous speech, copyright infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or is likely to subject Norwood to litigation.
11. Unclear identification of the advertiser. The advertisement is such that 1) the message or sponsorship of the advertisement cannot reasonably be determined without reference to a web site or telephone number that is listed in the advertisement; or 2) that web site prominently contains, or that telephone number directs callers to, material that violates these guidelines.
12. Non-paid advertising. No free advertising of any kind is accepted; provided, however, that Norwood has the unqualified right to display advertisements and notices that pertain to Norwood operations and promotions at no cost and consistent with this policy. Trade agreements (in which, in lieu of cash, Norwood accepts products or services that are deemed useful to it) may be accepted upon approval by an authorized representative of Norwood.
13. Non-commercial. The subject matter and intent of the advertisement is non-commercial and does not promote for sale, lease or other form of financial benefit a product, service, event, or other property interest in primarily a commercial manner for primarily a commercial purpose, except as otherwise explicitly set forth herein.

Public Service Announcements. Adspasure may sell advertising space for public service announcements by governmental entities, academic institutions, or nonprofit organizations. Such announcements are subject to the provisions of this Exhibit A and shall not express or advocate opinions or positions upon political, religious, or moral issues.

Review: Norwood or its agent shall review each advertisement submitted for display on or in the boundaries of the City of Norwood to determine compliance with advertisement standards set forth above. In the event that the advertisement falls within (or may fall within) one or more of the categories, Norwood or its agent will send prompt, written notification (which may include written notification by email) to the Adspasure and/or advertiser; including, a copy of this policy and identification of category(s).

Applicability: Norwood reserves the right to suspend, modify, or revoke the application of any or all of this policy as it deems necessary to comply with any legal mandates.

Public Forum: It is Norwood's policy that its facilities and property are not public forums.

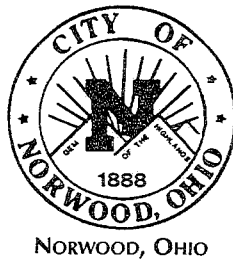
[illegible]

100% of Distributions to Adesponse III sum equals 976,255 then split 50%/50%
After the 25th month City of Norwood receives a minimum of 3,500 monthly and a 13th month payment equal to 60% of Net Income less distributions received

**Summary of the 9 digital and static signs
For the City of Norwood
As of September 1, 2020**

Revenue	Year 3												Year 4											
	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Digital Signs																								
Revenue per Rotation	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600
Positions per sign	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Positions per minutes	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Number of Signs	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Sell Thru Rate	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%
Monthly Revenue	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160	56,160
Static Signs																								
Revenue per Side	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
Number of Sides	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Number of Signs	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9
Sell Thru Rate	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%	65%
Monthly Revenue	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510	3,510
Total Revenue	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670	59,670
Expenses																								
Commission	15%																							
Admin	7.5%																							
Digital Signs Expenses	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951	8,951
Static Signs Expenses	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475	4,475
Total Expenses	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250	2,250
Net Income	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450
City of Norwood Share	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126	16,126
Distributions	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544	43,544
Minimum Distributions	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
13th month payment	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772
Adposura Share	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772	21,772

100% of Distributions to Adposura till sum equals 876,255 then split 50%/50%
After the 25th month City of Norwood receives a minimum of 3,500 monthly and a 13th month payment equal to 50% of Net income less distributions received



Resolution No. _____ *20* _____

**RESOLUTION SUPPORTING A PUBLIC HEALTH ADVISORY FOR NORWOOD
RESIDENTS DUE TO THE COVID-19 PANDEMIC**

WHEREAS, the City of Norwood and the nation are in the grips of the COVID-19 global health pandemic; and

WHEREAS, Norwood has experienced over 500 cases of COVID-19, with seven deaths;
and

WHEREAS, local positivity rates have exceeded 10% in Hamilton County; and

WHEREAS, current trends indicate rapid and significant community spread of the virus;
and

WHEREAS, additional intervention is necessary and warranted to mitigate case growth and preserve hospital capacity; and

WHEREAS, public health institutions have advised that residents can take practical and meaningful steps to prevent the spread of the virus, protect fellow residents and preserve the capacity of our critical healthcare services; and

WHEREAS, the Council of the City of Norwood wishes to be as proactive as possible in preventing the spread of the virus and in helping to preserve healthcare capacity.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Norwood State of Ohio does hereby support the COVID-19 Health Advisory ("Advisory") issued November 19th, 2020, by the Norwood City Health Department, a copy of which is attached to this Resolution, and urges Norwood residents to follow the best practices delineated in the Advisory.

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 _____, 2020 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. This resolution was submitted to the Mayor of the City of Norwood, Ohio for his signature on the _____ day of _____, 2020.

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



NORWOOD CITY HEALTH DEPARTMENT

ROBERT C. QUADE HEALTH CENTER

2059 SHERMAN AVE. NORWOOD, OHIO 45212 PHONE (513) 458-4600 FAX (513) 458-4606

Victor J. Schneider
Mayor

Brian Williamson, RS
Health Commissioner

COVID-19 Health Advisory

Issued: November 19, 2020

The City of Norwood and Hamilton County areas are experiencing exponential growth in the number of COVID-19 cases. The positivity rate of tests has climbed above 10 percent, and hospital staff and physical facilities are becoming taxed beyond their capacity. It is more important than ever to follow guidance from local, state, and federal officials about how to slow and stop the spread of COVID-19.

The Norwood City Health Department urges all residents to follow these steps to prevent the spread of the virus, protect the lives of you and your loved ones, and preserve our acute and other healthcare services and capacity:

- Stay at home as much as possible. Only leave home for work, school or essential needs, such as food or medical care.
- Limit exposure in your home. Only allow immediate household members inside. Re-think your holiday plans to eliminate gatherings.
- Continue to follow all health orders and advisories: wear a mask; maintain at least six feet of distance from others; wash hands frequently; and stay home when you are ill.
- All gatherings should be limited to 10 or fewer people. This includes both inside and outside of your home.
- If you have symptoms of COVID-19, including but not limited to new onset of fever, cough, shortness of breath, congestion or runny nose, sore throat, new loss of taste or smell, body aches, or unusual fatigue, isolate yourself, and call your primary care provider for next steps.
- If you have been diagnosed with COVID-19, you must isolate yourself for 10 days from the date of symptom onset, or from the date of test collection (until you are not experiencing symptoms). At home, sick or infected household members should separate themselves from healthy household members by staying in a specific "sick room" or area, and use a separate bathroom, if available. Don't wait to hear from your health department – begin these steps immediately.
- Residents who have been identified as a contact with an individual diagnosed with COVID-19 should quarantine for one full incubation period (14 days) from the date of last contact. Individuals in quarantine should stay home, separate from other household members, monitor their health, and follow all instructions from the Norwood City Health Department.
- Employers are strongly encouraged to allow remote working arrangements for as many employees as possible.
- Visit www.coronavirus.ohio.gov for more COVID-19 information and guidance.



November 6, 2020

Dear Ladies and Gentlemen:

The term of your current representative on the Ohio-Kentucky-Indiana Regional Council of Governments Board of Directors for 2020 will expire upon convening the Board of Directors of the Council on January 14, 2021.

In order for the new Board of Directors to be duly convened at the Board of Directors meeting, it is requested that your agency submit the name of its appointment to the OKI Board of Directors.

The OKI Articles of Agreement require that persons representing counties, cities, townships or planning agencies must be selected by the governing body of that organization.

When your agency has taken official action to designate its representative, please return the enclosed form to the Secretary. Your reply is needed as quickly as possible as and no later than January 8, 2021.

Representation on the OKI Board of Directors is not a commitment to fund OKI. Non-federal monies to operate OKI are obtained mainly from participating counties through funding agreements. The purpose of local representation on OKI is to assure that work on behalf of the region is responsive to local needs. Your cooperation is greatly appreciated.

Sincerely,

Mark R. Policinski
CEO/Executive Director

/mfo
Enclosure
firs.ltr

Kris Knocheimann
President

Mark R. Policinski
CEO/Executive Director

720 E. Pete Rose Way, Suite 420 Cincinnati, Ohio 45202 | Phone: 513.621.6300 | Fax: 513.621.9325 | www.oki.org
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Ohio-Kentucky-Indiana Regional Council of Governments

720 East Pete Rose Way, Suite 420

Cincinnati, Ohio 45202

(513) 619-7684

mosborne@oki.org

To the OKI Secretary:

The undersigned hereby appoints as its representative on the Board of Directors of the Ohio-Kentucky-Indiana Regional Council of Governments, to be installed at the OKI Board of Directors meeting of the above organization JANUARY 14, 2021, the following **ELECTED OFFICIAL:**

NAME: _____

TITLE: _____

STREET: _____
(Preferred Mailing Address will be published)

CITY: _____

STATE: _____ **ZIP CODE:** _____

PHONE: _____ **FAX NO.:** _____

E-MAIL: _____

The undersigned further pledges its cooperation to the above organization in carrying on the regional planning process.

Respectfully submitted:

ORGANIZATION: NORWOOD, OHIO

BY: _____

DATE: _____

PLEASE NOTE: THIS APPOINTMENT IS NEEDED JANUARY 8, 2021 FOR ACTION AT THE MEETING JANUARY 14, 2021.

2021 OKI BOARD MEETING SCHEDULE

January 14, 2021	TBA 10:30 a.m.	Budget Committee Board of Directors
February 11, 2021	TBA 10:30 a.m.	Budget Committee Executive Committee
March 11, 2021	TBA 10:30 a.m.	Budget Committee Executive Committee
April 8, 2021	TBA 10:30 a.m.	Budget Committee Board of Directors
May 13, 2021	TBA 10:30 a.m.	Budget Committee Executive Committee
June 10, 2021	TBA 10:30 a.m.	Budget Committee Executive Committee/Board of Directors
July 8, 2021*	TBA 10:30 a.m.	Budget Committee Board of Directors
August 12, 2021*	TBA 10:30 a.m.	Budget Committee Executive Committee
September 9, 2021	TBA 10:30 a.m.	Budget Committee Executive Committee
October 14, 2021	TBA 10:30 a.m.	Budget Committee Board of Directors
November 10, 2021* (Wednesday)	TBA 10:30 a.m.	Budget Committee Executive Committee
December 9, 2021*	TBA 10:30 a.m.	Budget Committee Executive Committee
January 13, 2022	TBA 10:30 a.m.	Budget Committee Board of Directors

*Meeting are subject to change

1 Board of Directors

01/08/2020 01/09/2020 02/13/2020 03/12/2020 04/09/2020 05/14/2020 06/11/2020 09/10/2020 10/08/2020

Andrew Aiello ANIK		Y	Y	Y	Y	Y		Y	Y					
Jeffrey P. Anderson City of Springdale		Y				Y		Y	Y					
Robert Ashbrook City of Reading														
Member Bailey City of North College Hill														
Eric Beck, PE Hamilton County Engineer's Office		R	R	Y								Y		
Don Becker West Chester Township		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y			
Craig Beckley Carter Township		Y			E		Y			Y				
Alan Bell City of Taylor Mill		E	Y											
John Bredon City of Norwood		Y	Y	Y				Y						
Robert M Brown City of Hamilton		Y	Y	Y	E	E	Y	Y	Y	Y	Y			
Aura N. Brunner The Port							Y							
Barry Burns City of Ft. Mitchell		Y	Y	E			Y							
Sammy Campbell DOT		R	R	R	R	Y	R	R	R	R				
Jeff Capell City of Blue Ash		Y			Y		Y			Y				
Andy Carpenter Hamilton County Board of Commissioners														
Barb Cleaves City of Bellevue		Y	Y	Y		Y	Y	Y	Y	Y				

01/08/2020 01/09/2020 02/13/2020 03/12/2020 04/09/2020 05/14/2020 06/11/2020 09/10/2020 10/08/2020

[illegible]

01/08/2020	01/09/2020	02/13/2020	03/12/2020	04/09/2020	05/14/2020	06/11/2020	09/10/2020	10/08/2020
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[illegible]



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

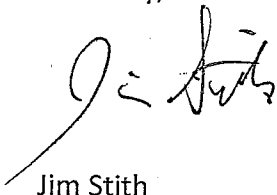
11/17/2020

City Council
City of Norwood, Ohio

Dear Members of Council,

The Auditors office is hiring a new Assistant Deputy Auditor to replace Margie Potyrala. After an exhaustive search we have found an excellent and experienced candidate Melissa Radford. Given her background, education and experience we are requesting a starting salary of \$36,000 a year which is \$17.31 per hour. This amount is within the Council established salary range and can be managed within the requested and anticipated 2021 budget. As this amount is above the lowest level of the salary range we are requesting Councils approval of this starting rate.

Sincerely,



Jim Stith

Auditor

City of Norwood

"Gem of The Highlands"