



**NORWOOD CITY COUNCIL**  
**Norwood Community Center**  
**1810 Courtland Ave- Bottom Floor**  
**Norwood, OH 45212**  
**December 8, 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**

November 10, 2020

November 24, 2020

**G) PUBLIC HEARINGS**

**H) REQUEST TO ADDRESS COUNCIL**

Chief Bill Kramer

Re: Law Enforcement Assisted Diversion (LEAD) Program

**I) REPORTS OF STANDING COMMITTEES OF COUNCIL**

**J) THIRD READING OF ORDINANCES/RESOLUTIONS**

**K) SECOND READING OF ORDINANCES/RESOLUTIONS**

- 1) 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

**L) INTRODUCTORY READING OF ORDINANCES/RESOLUTION**

- 1) ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2020, AND DECLARING AN EMERGENCY
- 2) ORDINANCE MAKING PERMANENT APPROPRIATIONS FOR THE EXPENDITURES OF THE CITY OF NORWOOD, OHIO FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY
- 3) RESOLUTION EXPRESSING COUNCIL'S OBJECTION TO MAJOR CHANGES IN THE STATUS OF THE NORWOOD COMMUNICATION CENTER, DISPATCH SERVICES, 911 SERVICES, AND STATUS AS A PUBLIC SAFETY ANSWERING POINT (PSAP) WITHOUT EXPRESS COUNCIL APPROVAL

**M) ADMINISTRATION REPORTS**

**N) UNFINISHED BUSINESS**

**O) NEW BUSINESS**

**P) COMMUNICATIONS**

Mayor Victor Schneider

Re: Mayor's Court Fines

*"Gem of the Highlands"*

Mayor Victor Schneider  
appointment

Mayor Victor Schneider  
appointment

Mayor Victor Schneider  
year appointment

Mayor Victor Schneider  
appointment

Mayor Victor Schneider

Mayor Victor Schneider

Norwood City Planning Commission  
Plan Unit Development plans for Factory 52

Re: Appointment- Norwood Arts Board- 3 year

Re: Appointment- Norwood Arts Board- 2 year

Re: Appointment- Norwood Planning Commission- 6

Re: Appointment- Board of Zoning Appeals- 5 year

Re: Michael Dumont- appointment expiration

Re: Kim Brinkmeyer- appointment expiration

Re: Playing Card Partners; 4590 Beech Street Final

**Q) EXCUSE ABSENT MEMBER/S**

**R) ADJOURNMENT**

*"Gem of the Highlands"*

**Law Enforcement Assisted Diversion  
Memorandum of Understanding**

Memorandum of Understanding  
between Hamilton County  
and the City of Norwood

Regarding

**Law Enforcement Assisted Diversion (LEAD) Program**

**Recitals**

Whereas, Hamilton County, the City of Norwood, residents and business owners in the community want to improve public safety and public order in their neighborhoods; and

Whereas, the City, County, and community members want to reduce future criminal behavior related to mental illness, drug involvement, homelessness, poverty, and other health and wellness issues in the ~~Cities~~City's communities/neighborhoods; and

Whereas, arresting, booking, processing, and jailing ~~individuals~~people committing offenses related to mental illness, drug involvement, chronic homelessness, poverty, and other health and wellness issues in the City has had limited effectiveness in improving either public safety or public order in the neighborhoods; and

Whereas, interventions that connect individuals that have been charged with low-level offenses with services may cost less, and be more successful, at reducing criminal behavior than simply processing these ~~individuals~~people through the criminal justice system; and

Whereas, a program grounded in harm reduction and housing-first philosophies, such as LEAD, may provide better results than traditional abstinence-only programs; and

Whereas, the City of Seattle, Washington launched the first LEAD demonstration project in 2011, and its collaborative, harm-reduction approach to addressing and reducing crime and disorder has been successful and replicated in other cities across the country; and

Whereas, the LEAD National Support Bureau is available for technical support;

Now, ~~T~~therefore, the ~~P~~parties ~~S~~state ~~T~~their ~~I~~ntentions as ~~F~~follows:

**1. Joint Responsibilities**

- a. The parties agree to cooperate in the operation of a Law Enforcement Assisted Diversion pilot program (hereafter referred to as the LEAD Program) that will identify eligible individuals arrested for low-level criminal offenses to participate in a pre-arrest/booking diversion program. Unless expressly stated otherwise, all references to “LEAD” or the “LEAD Program” mean the pilot program administered by ~~the~~Hamilton County and conducted entirely within the jurisdiction and boundaries established by the City, through the Norwood Police Department.
- b. **Policy Control Group.** The parties agree to create a Policy Control Group (PCG) for the LEAD program. The purposes of the PCG are to review and provide feedback on the Referral and Diversion Protocols for LEAD participants, approval of Requests for Proposals (RFP) for service providers and program evaluators, select providers and evaluators, review and provide feedback on periodic reports from the Operational Work Group, make criminal justice and human services data available for comparison and evaluative purposes, and provide policy guidance and administrative oversight for the LEAD program’s operations and evaluation.

The Policy Control Group’s initial membership shall consist of representatives from the following entities and organizations:

1. Hamilton County Addiction Response Coalition
2. Hamilton County Administration
3. Hamilton County Commissioners
4. Office of the Norwood Mayor
5. Office of the Norwood Law Director
6. Office of the Norwood Safety-Service Director
7. Norwood Police Department
8. Hamilton County Public Defender’s Office
9. Ohio Justice and Policy Center
10. Hamilton County Office of Reentry

Member entities and organizations may be added or removed by the Policy Control Group upon unanimous (?) consent of the existing members. The member entities will consist of two groups: voting members and non-voting members. The non-voting members shall be the representatives of the Mayor’s Office and the Hamilton County Commissioners. All other member entities listed above will be voting members.

Elected official representatives will serve as non-voting members of the Policy Control Group. Participation in the PCG is voluntary, and any member may withdraw unilaterally at any time for any reason. Policy Control Group members will designate a key representative ~~who’s~~whose

attendance will be required to vote on policy items, but may elect to send alternates to meetings as otherwise needed. Each member organization shall designate one representative ~~for the purposes of determining consensus into vote(?) on~~ Policy Control Group decisions, but multiple representatives from each organization ~~may~~ are welcome to attend meetings and participate in discussions. All meetings requiring policy ~~item~~ decision votes will be noticed to members at least two weeks in advance of the meeting date, when possible.

All decisions of the Policy Control Group will be made by a modified consensus. For the purposes of this MOU, “modified consensus” means a resolution that is acceptable to all participants even if not ideal to one or more.

Any outside agency or organization that acts as a subject matter expert may participate in the Policy Control Group or Operations Workgroup at the discretion of the PCG member entities, but shall not have a decision making role.

- c. **Operations Working Group.** The Operations Working Group consists of personnel involved in the day-to-day operations of LEAD such as the Norwood Police Department, the City’s Law Department, Hamilton County Prosecutor’s Office, case managers, and service providers. The PCG determines the members of the OWG, and it is coordinated by the Program Administrator. The OWG is charged by the PCG to develop and amend referral and diversion protocols, review active diversion/referral cases, provide operational support to case managers and outreach workers, and provide periodic operational level reports to the PCG.

## 2. County Responsibilities

The Hamilton County agrees to perform the following duties and assumes the following responsibilities, in accordance with its LEAD Policy Document, which is attached as Exhibit A to this MOU for reference:

### a. Program Administrator

The Hamilton County shall provide one part-time staff member dedicated solely to the LEAD pilot program who will serve as LEAD’s Program Administrator. The Program Administrator shall be responsible for overseeing all aspects of LEAD program management, resource development, community engagement, and stakeholder coordination. The Program Administrator will serve as a liaison between the fiscal sponsor, the program funders, Office of Reentry, any contract service providers, the Policy Control Group, the Operations Work Group, and Community Leadership Team. The Program Administrator, with the PCG, will advocate for fidelity to agreed protocols and

the core principles of LEAD. In addition, the Program Administrator will work with the Ohio Justice and Policy Center on community engagement. The Program Administrator will have decision-making authority as a member of the Policy Control Group.

#### **b. Grant and Funding Requirements**

The County shall be responsible for ensuring the LEAD Program is conducted in compliance with the requirements of any grant or funding provided for the operation of the Program. Program funding will be administered through the County's Budget Office.

#### **c. Staffing**

The County, either through the Program Administrator or additional staffing as necessary, shall provide staffing support through document drafting, stakeholder consultation, troubleshooting, and technical assistance to the Operations Workgroup.

### **3. City Responsibilities**

The City agrees to participate in the LEAD Pilot Program, primarily through the involvement of the Norwood Police Department, the Law Director's Office, and the County Prosecutor's Office. The City shall also contribute representatives to the PCG and OWG as it deems necessary. The City's participation shall be conducted in accordance with its LEAD Policy Document, which is attached as Exhibit B to this MOU for reference.

### **4. Term and Termination**

This MOU shall commence on the final date of signature by both parties and shall last for an initial term of one (1) year. This MOU shall automatically renew for up to two (2) one-year periods at the expiration of the current term, unless either party indicates its desire not to renew, so long as such written notification is provided to the other party at least ten (10) days prior to the expiration of the current term.

Either Party may terminate this MOU for any reason and without cause upon five (5) calendar days notice to the other party.

### **5. Data**

The Parties agree to cooperate to collect the appropriate data to evaluate the LEAD Program as requested by the PCG. The Parties each retain ownership of the data they create and collect, respectively, and they agree to share such data with the other party where reasonable and upon request.

The County agrees that it will inform the City in the event that any data created or collected through the LEAD Program is to be used by County partners, such as the University of Cincinnati, for any report or research beyond that requested by the PCG or for the evaluation of the LEAD Program as a viable pilot program. The data may not be used for research purposes or reporting of any kind except when previously authorized by both Parties.

## **6. Miscellaneous**

This MOU does not amend any law or ordinance; nor does it create any binding obligation on the part of any signatory. This MOU simply memorializes the intent of the parties and describes the responsibilities they understand to be accepted through their participation.

This MOU may be signed in counterparts and shall be effective as of the date it is signed by all parties. No amendment or modification of this MOU will have effect unless it is made in writing and agreed to by all signatories or their successors.

**SIGNATURES**

In witness whereof, the Parties have executed this Memorandum of Understanding on the last date indicated below.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Jeff Aluotto  
Hamilton County Administrator  
Hamilton County, Ohio

By: \_\_\_\_\_ Date: \_\_\_\_\_

John Murphy  
~~Norwood~~ Safety-Service Director  
City of Norwood, Ohio

RECOMMENDED BY:

\_\_\_\_\_

William Kramer  
Police Chief  
City of Norwood, Ohio

APPROVED AS TO FORM:

\_\_\_\_\_

Norwood Law Director



**Exhibit A**

Hamilton County LEAD Policy

(see attached)

**Exhibit B**

City of Cincinnati ~~Cincinnati~~ Norwood LEAD Policy

(see attached)



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 Adspoure 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 Adspoure 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

1<sup>st</sup> Reading 11-24-2020  
Date

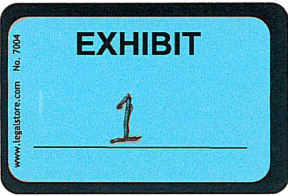
2<sup>nd</sup> Reading \_\_\_\_\_  
Date

3<sup>rd</sup> 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 (15<sup>th</sup>) 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 Adsplosure 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. Adsplosure 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 Adspposure 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, ADSPPOSURE 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, Adspore 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 Adspore's business or otherwise required under applicable law, with financially sound and reputable insurers. At Norwood's request, Adspore shall provide a certificate of insurance evidencing the insurance coverage specified in this Section 14. Adspore 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 Adspouse may assign this Agreement to any affiliated entity controlling, controlled by or under common control with Adspouse. 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 Adspouse:

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.** Adspouse 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 Adspouse 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.



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

Revenues	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	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	600	
Revenue per Rotation	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 / minutes	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
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	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	
Revenue per Side	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 Sides	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	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	
Digital 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	
Static Signs 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	
Total Expenses	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	
Net Income	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	
City of Norwood Share																									
Distributions																									
13th month payment	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	
Adopture 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	

After the 26th 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

100% of Distributions to Adopture fill sum equals 976,266 then split 50%/50%



NORWOOD, OHIO

*Ordinance No.* \_\_\_\_\_ *20* \_\_\_\_\_

**ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2020,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Council wishes to increase and/or decrease appropriation line items for 2020; now therefore,

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

**SECTION 1.** That the appropriations line items are increased and/or decreased as follows:

**See Attached Exhibit "A"**

**SECTION 2.** This ordinance is hereby declared 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. The reason for said emergency is to increase and/or decrease certain appropriations line items.

**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 dully appointed Clerk of Council, attests that this ordinance was published in the

\_\_\_\_\_ on \_\_\_\_\_ and \_\_\_\_\_.  
(Name of Newspaper) (date) (date)

\_\_\_\_\_  
Maria Williams  
Clerk of Council

**1<sup>st</sup> Reading** \_\_\_\_\_  
Date

**2<sup>nd</sup> Reading** \_\_\_\_\_  
Date

**3<sup>rd</sup> Reading** \_\_\_\_\_  
Date

**All 3 Readings** \_\_\_\_\_  
Date

**Tabled** \_\_\_\_\_  
Date

**Vetoed** \_\_\_\_\_  
Date

12/8/2020

EXHIBIT A

Increase in Permanent Appropriations to the following funds:

01-0500-7300	AUDITOR	MATERIALS & SUPPLIES	\$10,000.00
01-0832-7300	POLICE	MATERIALS & SUPPLIES	\$7,000.00
01-0832-7600	POLICE	CAPITAL EXPENSE	\$187.00
01-0911-7300	PUBLIC LANDS & BUILDINGS	MATERIALS & SUPPLIES	\$10,000.00
50-0853-7300	WATER FUND	MATERIALS & SUPPLIES	\$11,300.00
50-0853-7400	WATER FUND	FIXED EXPENSE	\$1,350.00
96	NORWOOD CORONA VIRUS RELIEF		\$19,696.89

Decrease in Permanent Appropriations to the following funds:

01-0500-7200	AUDITOR	CONTRACTUAL	\$10,000.00
01-0832-7200	POLICE	CONTRACTUAL	\$7,187.00
01-0911-7600	PUBLIC LANDS & BUILDINGS	CAPITAL EXPENSE	\$10,000.00
48	CAPITAL PROJECTS FUND II		\$1,384,650.00
50-0853-7100	WATER FUND	PERSONNEL	\$12,650.00
86	CORNERSTONE SPECIAL FUND		\$2,805.76
72	WATER TRUST		\$2,000.00
81	BUILDING CODE ASSESSMENT		\$2,775.00
88	FIRE AGENCY FUND		\$2,000.00

12/8/2020

EXHIBIT A

Increase in Permanent Appropriations to the following funds:

01-0500-7300	AUDITOR	MATERIALS & SUPPLIES	\$10,000.00	<i>year end expense</i>
01-0832-7300	POLICE	MATERIALS & SUPPLIES	\$7,000.00	<i>year end expense</i>
01-0832-7600	POLICE	CAPITAL EXPENSE	\$187.00	<i>to balance account</i>
01-0911-7300	PUBLIC LANDS & BUILDINGS	MATERIALS & SUPPLIES	\$10,000.00	<i>year end expense</i>
50-0853-7300	WATER FUND	MATERIALS & SUPPLIES	\$11,300.00	<i>year end expense</i>
50-0853-7400	WATER FUND	FIXED EXPENSE	\$1,350.00	<i>to balance account</i>
96	NORWOOD CORONA VIRUS RELIEF		\$19,696.89	<i>Revenue</i>

Decrease in Permanent Appropriations to the following funds:

01-0500-7200	AUDITOR	CONTRACTUAL	\$10,000.00	<i>Move to other Auditor key above for year end expense</i>
01-0832-7200	POLICE	CONTRACTUAL	\$7,187.00	<i>Move to other police keys as above for year end expense</i>
01-0911-7600	PUBLIC LANDS & BUILDINGS	CAPITAL EXPENSE	\$10,000.00	<i>Move to Materials &amp; Supplies</i>
48	CAPITAL PROJECTS FUND II		\$1,384,650.00	<i>Project not complete in 2020 - Indian Mound</i>
50-0853-7100	WATER FUND	PERSONNEL	\$12,650.00	<i>Appropriations are exceeding this expense and leaves adequate coverage</i>
86	CORNERSTONE SPECIAL FUND		\$2,805.76	<i>Actual revenue adjustments</i>
72	WATER TRUST		\$2,000.00	<i>Actual revenue adjustments</i>
81	BUILDING CODE ASSESSMENT		\$2,775.00	<i>Actual revenue adjustments</i>
88	FIRE AGENCY FUND		\$2,000.00	<i>Actual revenue adjustments</i>



NORWOOD, OHIO

*Ordinance No.* \_\_\_\_\_ *20* \_\_\_\_\_

**ORDINANCE MAKING PERMANENT APPROPRIATIONS FOR THE EXPENDITURES OF THE CITY OF NORWOOD, OHIO FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2021, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council desires to provide permanent appropriations for the expenses and other expenditures of the City of Norwood for the calendar year ending on December 31, 2021; now therefore,

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

**SECTION 1.** To provide for the expenses and other expenditures of the City of Norwood, the following sums are hereby set aside and appropriated as outlined in **Exhibit A** attached hereto and made part of this ordinance.

**SECTION 2.** The City Auditor is hereby authorized to draw warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper certifications and vouchers approved by the Board of Officers or other individuals authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn for salaries or wages except to persons employed by authority of or in accordance with the law and ordinances; provided further that the appropriations for incidental expenses can only be expended for items of expense constituting a legal obligation against the City and for the purposes other than those covered by the specific appropriations made herein.

**SECTION 3.** This ordinance is hereby declared 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. The reason for said emergency is the necessity to provide appropriations for the calendar year beginning January 1, 2021.

**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 dully appointed Clerk of Council, attests that this ordinance was published in the

\_\_\_\_\_ on \_\_\_\_\_ and \_\_\_\_\_.  
(Name of Newspaper) (date) (date)

\_\_\_\_\_  
Maria Williams  
Clerk of Council

1<sup>st</sup> Reading \_\_\_\_\_  
Date

2<sup>nd</sup> Reading \_\_\_\_\_  
Date

3<sup>rd</sup> Reading \_\_\_\_\_  
Date

All 3 Readings \_\_\_\_\_  
Date

Tabled \_\_\_\_\_  
Date

Vetoed \_\_\_\_\_  
Date

**CERTIFICATION OF PUBLICATION:**

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

\_\_\_\_\_ on \_\_\_\_\_ and \_\_\_\_\_  
(Name of Newspaper) (date) (date)

\_\_\_\_\_  
Maria Williams  
Clerk of Council

1<sup>st</sup> Reading \_\_\_\_\_  
Date

2<sup>nd</sup> Reading \_\_\_\_\_  
Date

3<sup>rd</sup> Reading \_\_\_\_\_  
Date

All 3 Readings \_\_\_\_\_  
Date

Tabled \_\_\_\_\_  
Date

Vetoed \_\_\_\_\_  
Date

**EXHIBIT A**

Permanent Appropriations 2021

01-0100-7100	City Council	Personal Services	\$76,300.00
01-0100-7200	City Council	Contractual Services	\$11,800.00
01-0200-7100	Clerk of Council	Personal Services	\$33,500.00
01-0200-7200	Clerk of Council	Contractual Services	\$12,700.00
01-0200-7300	Clerk of Council	Material and Supplies	\$2,200.00
01-0300-7100	Mayor	Personal Services	\$148,100.00
01-0300-7200	Mayor	Contractual Services	\$1,300.00
01-0300-7300	Mayor	Material and Supplies	\$2,600.00
01-0310-7100	Mayor's Clerk of Courts	Personal Services	\$129,800.00
01-0310-7200	Mayor's Clerk of Courts	Contractual Services	\$32,300.00
01-0311-7200	Prisoners Housing Outside Norwood	Contractual Services	\$2,200.00
01-0400-7100	Law Director	Personal Services	\$158,400.00
01-0400-7200	Law Director	Contractual Services	\$134,200.00
01-0400-7300	Law Director	Material and Supplies	\$300.00
01-0500-7100	Auditor	Personal Services	\$298,800.00
01-0500-7200	Auditor	Contractual Services	\$117,300.00
01-0500-7300	Auditor	Material and Supplies	\$5,700.00
01-0610-7100	Treasurer	Personal Services	\$55,600.00
01-0610-7200	Treasurer	Contractual Services	\$64,500.00
01-0620-7100	Earnings Tax Office	Personal Services	\$231,700.00
01-0620-7200	Earnings Tax Office	Contractual Services	\$2,303,400.00
01-0620-7300	Earnings Tax Office	Material and Supplies	\$600.00
01-0700-7100	Civil Service Commission	Personal Services	\$21,700.00
01-0700-7200	Civil Service Commission	Contractual Services	\$30,700.00
01-0700-7300	Civil Service Commission	Material and Supplies	\$900.00
01-0814-7100	Service Directors Office	Personal Services	\$113,100.00
01-0814-7200	Service Directors Office	Contractual Services	\$2,800.00
01-0814-7300	Service Directors Office	Material and Supplies	\$200.00
01-0815-7300	Trans. Exp. Unassigned Vehicles	Material and Supplies	\$164,900.00
01-0820-7100	Building Department	Personal Services	\$386,200.00
01-0820-7200	Building Department	Contractual Services	\$104,500.00
01-0820-7300	Building Department	Material and Supplies	\$1,000.00
01-0820-7600	Building Department	Capital Projects	\$40,000.00
01-0820-8801	Building Department	Refunds	\$600.00
01-0831-7100	Police Administration	Personal Services	\$307,400.00
01-0831-7400	Police Administration	Fixed Expenses	\$4,800.00
01-0832-7100	Police Crime Control	Personal Services	\$6,077,300.00
01-0832-7200	Police Crime Control	Contractual Services	\$187,700.00
01-0832-7300	Police Crime Control	Material and Supplies	\$69,400.00
01-0832-7400	Police Crime Control	Fixed Expenses	\$29,000.00
01-0832-7600	Police Crime Control	Capital Projects	\$240,000.00
01-0832-7700	Police Crime Control	Debt Service	\$10,700.00

Permanent Appropriations 2021

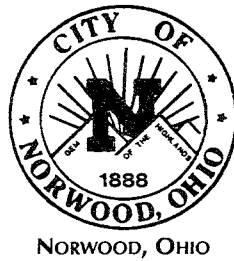
01-0833-7100	Auxiliary Police	Personal Services	\$140,100.00
01-0833-7200	Auxiliary Police	Contractual Services	\$4,000.00
01-0833-7300	Auxiliary Police	Material and Supplies	\$1,400.00
01-0841-7100	Fire Department Administration	Personal Services	\$280,300.00
01-0841-7200	Fire Department Administration	Contractual Services	\$600.00
01-0841-7300	Fire Department Administration	Fixed Expenses	\$31,900.00
01-0842-7100	Fire Department	Personal Services	\$7,233,600.00
01-0842-7200	Fire Department	Contractual Services	\$93,000.00
01-0842-7300	Fire Department	Material and Supplies	\$101,200.00
01-0842-7400	Fire Department	Fixed Expenses	\$30,700.00
01-0842-7700	Fire Department	Debt Service	\$166,200.00
01-0843-7200	EMS	Contractual Services	\$44,400.00
01-0843-7300	EMS	Material and Supplies	\$47,600.00
01-0843-7700	EMS	Debt Service	\$33,300.00
01-0850-7100	Superintendent of Public Works	Personal Services	\$92,900.00
01-0850-7200	Superintendent of Public Works	Contractual Services	\$2,800.00
01-0850-7300	Superintendent of Public Works	Material and Supplies	\$2,900.00
01-0852-7100	Street Section	Personal Services	\$506,800.00
01-0852-7200	Street Section	Contractual Services	\$8,500.00
01-0852-7300	Street Section	Material and Supplies	\$79,700.00
01-0852-7400	Street Section	Fixed Expenses	\$180,600.00
01-0852-7600	Street Section	Capital Projects	\$60,000.00
01-0870-7100	City Garage	Personal Services	\$174,200.00
01-0870-7200	City Garage	Contractual Services	\$1,400.00
01-0870-7300	City Garage	Material and Supplies	\$5,700.00
01-0870-7700	City Garage	Debt Service	\$12,200.00
01-0890-7100	Community Center	Personal Services	\$137,200.00
01-0890-7200	Community Center	Contractual Services	\$47,400.00
01-0890-7300	Community Center	Material and Supplies	\$2,100.00
01-0890-7400	Community Center	Fixed Expenses	\$30,000.00
01-0880-7100	Community Development	Personal Services	\$96,400.00
01-0880-7200	Community Development	Contractual Services	\$15,000.00
01-0880-7300	Community Development	Material and Supplies	\$15,000.00
01-0911-7100	Public Lands and Buildings	Personal Services	\$112,500.00
01-0911-7200	Public Lands and Buildings	Contractual Services	\$611,000.00
01-0911-7300	Public Lands and Buildings	Material and Supplies	\$19,000.00
01-0911-7400	Public Lands and Buildings	Fixed Expenses	\$132,100.00
01-0911-7600	Public Lands and Buildings	Capital Projects	\$575,900.00
01-0912-7100	Parks and Playgrounds	Personal Services	\$268,500.00
01-0912-7200	Parks and Playgrounds	Contractual Services	\$900.00
01-0912-7300	Parks and Playgrounds	Material and Supplies	\$61,600.00
01-0912-7600	Parks and Playgrounds	Capital Projects	\$147,000.00
01-0940-7100	Dispatchers E-911	Personal Services	\$824,800.00
01-0940-7200	Dispatchers E-911	Contractual Services	\$120,200.00
01-0940-7300	Dispatchers E-911	Material and Supplies	\$19,500.00
01-0940-7400	Dispatchers E-911	Fixed Expenses	\$103,800.00
01-1010-7100	Health Administration	Personal Services	\$193,900.00

Permanent Appropriations 2021

01-1010-7200	Health Administration	Contractual Services	\$12,000.00
01-1010-7300	Health Administration	Material and Supplies	\$500.00
01-1010-7400	Health Administration	Fixed Expenses	\$14,700.00
01-1010-7600	Health Administration	Capital Projects	\$60,000.00
01-1020-7100	Health Medical Services	Personal Services	\$157,700.00
01-1020-7200	Health Medical Services	Contractual Services	\$300.00
01-1020-7300	Health Medical Services	Material and Supplies	\$700.00
01-1030-7100	Health Environmental Services	Personal Services	\$158,200.00
01-1030-7300	Health Environmental Services	Material and Supplies	\$200.00
01-1050-7100	Recreation	Personal Services	\$177,900.00
01-1050-7200	Recreation	Contractual Services	\$1,300.00
01-1050-7300	Recreation	Material and Supplies	\$11,500.00
01-1050-7600	Recreation	Capital Projects	\$20,000.00
01-2109-7400	Retiree Benefit Program	Fixed Expenses	\$479,500.00
01-2934-7400	Bond Retirement	Fixed Expenses	\$348,900.00
02-0852-7300	Street Maintenance and Repair	Material and Supplies	\$100,000.00
02-0852-7600	Street Maintenance and Repair	Capital Projects	\$1,000,000.00
02-0852-7711	Street Maintenance and Repair	Debt Services	\$24,502.50
03-0000-7300	State Highway	Material and Supplies	\$30,000.00
03-0000-7600	State Highway	Capital Projects	\$40,000.00
4	C.W.N.P		\$299.60
5	PERMISSIVE TAX		\$177,000.00
6	MAYORS COURT COMPUTERIZATION F		\$41,314.22
7	TREE BOARD		\$2,117.39
11	DAG		\$243,149.04
12	DRUG LAW ENFORCEMENT		\$43,134.37
13	ECONOMIC DEVELOPMENT		\$860.68
14	URBAN DEVELOPMENT		\$1,000.00
16	PACE TELECOMMUNICATION		\$190,000.00
17	COUNCIL ON AGING		\$712.79
18	FEMA GRANT FUND		\$1,734.54
19	BJA CRIME PREVENTION		\$891.45
22	LINDER PARK FLOWER & MAINTANCE		\$23,436.09
24	RECYCLE OHIO		\$3,774.26
28	DEVELOPMENT IMPACT FUND		\$1,443.50
29	WATERWORKS/CARL & EDYTH LINDNE		\$11,122.58
31	WIRELESS E911 FUND		\$225,353.96
32	COPS FUND		\$6,080.19
33	Employee Flex Spending Account		\$120,000.00
36	CORNERSTONE TAX INCREMENT EQUI		\$780,444.78
37	Linden Point TIF		\$709,552.84
41	Comm. Reinvestment		\$5,000.00
42	COPC		\$3,202.95
43	CAP. PROJ. PARKS & RECREATION		\$11,221.54
50	WATER		
50-0853-7100	WATER	Personal Services	\$850,000.00
50-0853-7200	WATER	Contractual Services	\$3,775,000.00
50-0853-7300	WATER	Material and Supplies	\$145,000.00
50-0853-7400	WATER	Fixed Expenses	\$4,000.00
50-0853-7600	WATER	Capital Projects	\$146,000.00

Permanent Appropriations 2021

50-0853-7700	WATER	Debt Service	\$45,663.00
50-0853-8801	WATER	Refunds	\$5,000.00
51	REFUSE COLLECTIONS		\$2,044,000.00
53	Norwood Agency Fund		\$876.98
54	NORWOOD ENERGY SPA		\$220,061.43
61	SEWERAGE		\$5,650,000.00
62	STORM WATER MANAGEMENT FUND		\$172,175.68
70	B.C.C.S.		\$8,220.28
72	WATER TRUST		\$128,974.02
74	Cental Park TIF		\$263,756.47
75	Central Park School Fund		\$387,020.51
76	COMMUNITY CENTER TRUST		\$64.11
78	R.M.G.F.		\$6,894.75
79	ALCOHOL EDUCATION ENFORCEMENT		\$7,962.05
81	BUILDING ASSESSMENT		\$10,500.00
82	POLICE VEHICLE REPLACEMENT		\$171.53
83	FIRE DEPT FIXED ASSETS FUND		\$17,723.62
84	CORNERSTONE TIF		\$316,859.78
85	LINDEN POINTE TIF		\$233,020.02
86	CORNERSTONE SPECIAL DEBT SERVI		\$4,139.40
87	LINDEN POINTE CAPITAL PROJECTS		\$151.62
88	FIRE AGENCY FUND		\$47,860.00
89	PAYCOR		\$3,019,299.93
91	ROOKWOOD DEBT PAYMENT		\$1,868,745.32
92	ROOKWOOD SCHOOL PAY		\$336,267.82
93	INDIGENT DRIVER		\$180.02
94	DANAMOUNT TIF		\$726,140.79
95	DANAMOUNT SCHOOL FUND		\$358,425.59
96	Norwood Corona Virus Relief		\$1,252,406.64
97	CORF		\$100,000.00
98	FIXED ASSETS		\$6,467.00



*Resolution No.* \_\_\_\_\_ *20* \_\_\_\_\_

**RESOLUTION EXPRESSING COUNCIL’S OBJECTION TO MAJOR CHANGES IN THE STATUS OF THE NORWOOD COMMUNICATION CENTER, DISPATCH SERVICES, 911 SERVICES, AND STATUS AS A PUBLIC SAFETY ANSWERING POINT (PSAP) WITHOUT EXPRESS COUNCIL APPROVAL**

**WHEREAS**, the Administration has been in discussions with Hamilton County about the County taking over all or part of the 911 and dispatch services currently performed by employees of the City of Norwood; and

**WHEREAS**, Council believes that any agreement with the County or significant changes to the appropriations to accommodate such a change would legally require prior Council approval; and

**WHEREAS**, Council believes the decision to turn over such an important City service to an outside entity would be a fundamental alteration to the City’s identity; and

**WHEREAS**, such a change is a major policy decision with extremely long-term consequences; and

**WHEREAS**, it is Council’s opinion that such a major decision should be made in a reasoned manner following serious deliberation and conversation by the Administration and Council, that is, those selected by the citizens of Norwood to make policy for the City; and

**WHEREAS**, Council believes actions may have been taken, be underway, or may be taken in the future that could effectively deprive Council of their freedom to deliberate the merits of such a change without undue pressure or haste; now therefore

**BE IT RESOLVED** by the Council of the City of Norwood:

**SECTION 1.** Council hereby requests that the Administration allow a free and fair discussion and debate regarding the pros and cons of transferring functions of the Norwood Communication Center to Hamilton County.

**SECTION 2.** Council hereby requests that, until Council has approved such a transfer, the Administration take no actions that would compromise the City’s ability to continue the current operations and functions of the Norwood Communication Center, Dispatch Services, 911 Services, and status as a Public Safety Answering Point (PSAP).

**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. The foregoing 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

**1<sup>st</sup> Reading** \_\_\_\_\_  
Date

**2<sup>nd</sup> Reading** \_\_\_\_\_  
Date

**3<sup>rd</sup> Reading** \_\_\_\_\_  
Date

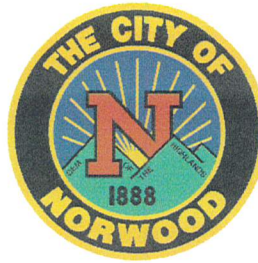
**All 3 Readings** \_\_\_\_\_  
Date

**Tabled** \_\_\_\_\_  
Date

**Vetoed** \_\_\_\_\_  
Date



City of Norwood



Victor Schneider  
MAYOR

December 2, 2020

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 December 2020.

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

Sincerely,

Victor Schneider, Mayor  
City of Norwood

VS/ss

Enclosures

---

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

*"Gem of the Highlands"*



ANDREW CONLON  
Norwood Clerk of Courts

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

NOVEMBER 2020

MAYOR SCHNEIDER

HERE ARE THE TICKET TOTALS HEARD IN NORWOOD MAYOR'S  
COURT FOR THE MONTH OF NOVEMBER, 2020:

TRAFFIC---31  
MISDEMEANORS--5  
PARKERS--6  
STAYS—9

THE TOTAL TICKETS PROCESSED FOR THE MONTH OF NOVEMBER,  
2020 FROM NORWOOD POLICE AND OTHER NORWOOD  
DEPARTMENTS:

TRAFFIC---122  
MISDEMEANORS---1  
PARKERS---1  
OTHER-----0

RESPECTFULLY,

ANDREW CONLON  
CLERK OF COURTS  
CITY OF NORWOOD, OHIO

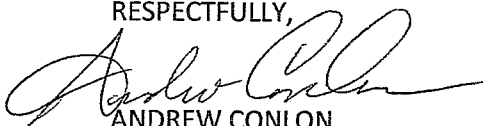
NOVEMBER, 2020

MAYOR SCHNEIDER:

THE CLERK OF COURTS OFFICE TURNED OVER TO THE TREASURERS OFFICE \$88.00 IN COPY FEES FOR THE MONTH NOVEMBER, 2020.

AA---\$88.00  
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: November-20

<b>Receipts:</b>	<b>Account #</b>	<b>Totals:</b>
Computer Fund	06	915.00
City Court Costs	8512	1727.00
State Costs	8512	3616.00
Dun Fund	79	25.00
Fines	8613	9757.00
Seat Belt Fines	8613	140.00
Car Seat Fines	8613	
City Expungement Fee	8512	
Bad Check Fees	8793	
State Expungement Fee	8512	
B.M.V. Release Fees	8793	
H.C. Court Fines	8613	
Immobilization Fees	8619	58.96
Parking Tickets	8613	3890.00
Misc. Receipt Bond For	8624	
Bond Fees	8624	
Collection Fees	8793	171.00
IDAT	8512	129.00
Jail Fund	8626	919.00
Misc and Inter 311-39	8624	105.00
<b>Gross Receipts:</b>		<b>21452.96</b>
Bonds Forfeited	8624	
Bad Check Debits	8793	
Overpayment of Fines		10.00
<b>Total Money To Disburse:</b>		<b>21462.96</b>

<b>Disbursements:</b>			
			21462.96
State Costs			(3,616.00)
Seat Belt Fines			(140.00)
Bond Forfeited			
Car seat fines			
State Expungement Fees			
BMV Release Fee			
IDAT			(129.00)
Collection Fees			(171.00)
Credit Card Fees	DID NOT RECEIVE FOR NOV. 2020		
Bank Interest			
<b>Total To State:</b>	Check #	From Mayor's Court Acct	3756.00
<b>ALCH TREAT FUND</b>	Check #	From Mayor's Court Acct	
<i>hamilton city auditor</i>	Check # 1502	IDAT	129.00
<b>Total To Capital Recovery:</b>	Check # 1503	From Mayor's Court Acct	171.00
<b>Total Disbursements To City:</b>	Check # 1504	From Mayor's Court Acct	17406.96

Respectfully Submitted,

Victor Schneider

FUND	AMOUNT
General Fund	_____
Enforcement & Education	_____
Mayor's Court Computer Fund	_____
<b>TOTAL</b>	_____

Treasurer: \_\_\_\_\_ Auditor: \_\_\_\_\_

Pay in Order No. \_\_\_\_\_ Amount: \_\_\_\_\_ Date: \_\_\_\_\_

**Parking Ticket Tracking System**

END OF MONTH PAYMENT SUMMARY REPORT FOR MONTH ENDING 11/30/2020

<u>Assessment Type</u>	<u>Amount Paid</u>
STANDARD FINES	\$3,295.00
LATE FINES	\$580.00
DETER PROCESSING FEE	\$15.00
NSF FEE	\$0.00
OVERPAYMENTS	\$0.00
<b>Net Payments :</b>	<b>\$3,890.00</b>

# City of Norwood



Victor Schneider  
MAYOR

December 3, 2020

Ms. Tonya Cook  
2323 Indian Mound Ave.  
Norwood, Ohio 45212

Re: Appointment – Norwood Arts Board – 3-year appointment

Dear Ms. Cook;

It is my pleasure to appoint you to a 3-year term to the Norwood Arts Board effective January 1, 2021. Your term will expire on December 31, 2022.

As a member of the first seated Board your appointment is for 3 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,

A handwritten signature in black ink that reads "Victor Schneider".

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](mailto:mayor@norwoodohio.gov)

*"Gem of the Highlands"*

City of Norwood



Victor Schneider  
MAYOR

---

Office of the Safety-Service Director

December 3, 2020

Ms. Virginia Patterson  
2278 Norwood Ave.  
Norwood, Ohio 45212

Re: Appointment – Norwood Arts Board – 2-year appointment

Dear Ms. Patterson;

It is my pleasure to appoint you to a two-year term to the Norwood Arts Board effective January 1, 2021. Your term will expire on December 31, 2022.

As a member of the first seated Board your appointment is for 2 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

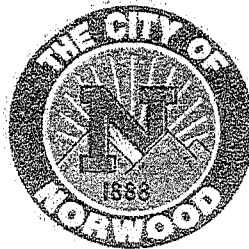
cc: Norwood City Council  
Att: Ordinance 60-2020

---

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

*"Gem of The Highlands"*

City of Norwood



Victor Schneider  
MAYOR

December 3, 2020

Ms. Sandra Kelley  
4343 Floral Ave.  
Norwood, Ohio 45212

Re: Appointment – Norwood Planning Commission – 6-year appointment

Dear Ms. Kelley:

I am pleased to appoint you to the Norwood Planning Commission beginning January 1, 2021. Your term will expire on December 31, 2026.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Victor Schneider".

Victor Schneider, Mayor  
City of Norwood

VS/ss

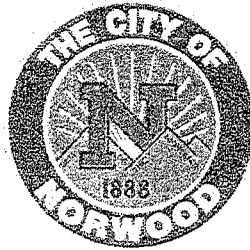
cc: Norwood Planning Commission  
Norwood City Council  
Ms. Carri Town, Secretary, Norwood Planning Commission

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

*"Gem of the Highlands"*



City of Norwood



Victor Schneider  
MAYOR

December 3, 2020

Mr. Ben Filerman  
4220 Carter Ave.  
Norwood, Ohio 45212

Re: Appointment – Board of Zoning Appeals – 5-year appointment

Dear Mr. Filerman:

It is my pleasure to appoint you to the Norwood Planning Commission beginning January 1, 2021. Your term will expire on December 31, 2025.

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: Board of Zoning Appeals  
Norwood City Council  
Ms. Carri Town, Secretary, Norwood Planning Commission

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

*"Gem of the Highlands"*

City of Norwood



Victor Schneider  
MAYOR

---

December 3, 2020

Mr. Michael Dumont  
2410 Indian Mound Dr.  
Norwood, OH 45212

Dear Mr. Dumont,

It is my understanding that your appointment to the Board of Zoning Appeals will expire on December 31, 2020. I would like to thank you for your service to the City of Norwood and wish you the best in your future endeavors.

Sincerely,

Victor Schneider, Mayor  
City of Norwood

VS/ss

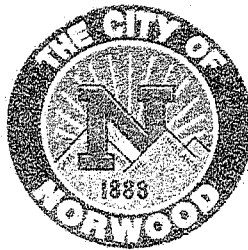
cc: Board of Zoning Appeals

---

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

*"Gem of the Highlands"*

City of Norwood



Victor Schneider  
MAYOR

December 3, 2020

Mrs. Kim Brinkmeyer  
2503 Moundview Dr.  
Norwood, OH 45212

Dear Mrs. Brinkmeyer,

It is my understanding that your appointment to the Civil Service Commission will expire on December 31, 2020. I would like to thank you for your service to the City of Norwood and wish you the best in your future endeavors.

Sincerely,

A handwritten signature in cursive script that reads "Victor Schneider".

Victor Schneider, Mayor  
City of Norwood

VS/ss

cc: Civil Service Commission

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

*"Gem of the Highlands"*



**Interoffice Memorandum  
City of Norwood, Ohio**

**To:** Norwood City Council  
**From:** Norwood City Planning Commission  
**Date:** December 4, 2020  
**Re:** Playing Card Partners; 4590 Beech Street  
Final Plan Unit Development plans for Factory 52  
**Copy:** Law Department  
File

---

On December 2, 2020 the Norwood Planning Commission held a public hearing reviewing the Playing Card Partners final Planned Unit Development (PUD) plan. After listening to the presenters and asking if there was anyone else who wished to speak Planning Commission is recommending to Norwood City Council that they approve the final PUD plan for Factory 52.

Per Section 1155.14 of the Norwood Zoning Code, the recommendations of the Planning Commission are to be forwarded to the Norwood City Council for public hearings and final action. It is requested that a Public Hearing be set no earlier than 30 days from the receipt of this memorandum.