# NORWOOD CITY COUNCIL
## Council Chambers
**4645 Montgomery Road | Norwood, Ohio 45212**
**February 27, 2024 | 7:30 p.m.**

# AGENDA

**A) CALL TO ORDER**

**B) MOMENT OF REFLECTION**

**C) PLEDGE OF ALLEGIANCE**

**D) ROLL CALL**

**E) AMENDMENT OF AGENDA**

**F) MINUTES OF PREVIOUS MEETING**
1. February 13, 2024

**G) SPECIAL PRESENTATIONS**
1. Fire Department – Annual Update

**H) PUBLIC HEARINGS -**
1. Public notice is hereby given that the City of Norwood, Ohio, proposes to modify its three-year Community Development Block Grant (CDBG) projects as funded by Hamilton County, Ohio. Norwood proposes to acknowledge a memorandum of understanding with Hamilton County to allocate $175,000 in CDBG to the Crown Avenue Water Main Extension project. A public hearing will be held on February 27, 2024 at 7:30 p.m., at Norwood City Hall, 4645 Montgomery Road, Council Chambers, 2nd floor, Norwood, OH 45212. Public comment period is from February 27, 2024 to March 5, 2024. All comments will be considered, and changes made if such changes are deemed appropriate prior to signing the amendment. Send written comments to SSD@norwoodohio.gov or the above address

**I) REQUEST TO ADDRESS COUNCIL**

**J) REPORTS OF STANDING COMMITTEES OF COUNCIL**

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

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

**M) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS**
1. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4351 PIKE NORWOOD LLC REGARDING 4351 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY
2. ORDINANCE RESCINDING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH NORWOOD MANOR LLC, AND DECLARING AN EMERGENCY
3. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4631 MONTGOMERY LLC REGARDING 4631 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY
4. ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4633 MONTGOMERY LLC REGARDING 4633 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY
5. AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A TERMINATION AGREEMENT WITH PAYCOR, INC. AND RELEASE OF PAYCOR, INC., AND DECLARING AN EMERGENCY
6. A RESOLUTION CREATING AN OFFICIAL STANDING MEETING OF THE NORWOOD DIVERSITY, EQUITY, AND INCLUSION (DEI) ADVISORY BOARD

**N) ADMINISTRATION REPORTS**

**O) UNFINISHED BUSINESS**

**P) NEW BUSINESS**

**Q) COMMUNICATIONS**

**R) EXCUSE ABSENT MEMBER/S**

**S) ADJOURN**

***"Gem of the Highlands"***

NORWOOD, OHIO

# *Ordinance No.* ________________ 20 ______

## ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4351 PIKE NORWOOD LLC REGARDING 4351 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY

**WHEREAS**, Council has approved by Ordinance No. 18-2009 a program known as the City of Norwood Community Reinvestment Area Program, for the promotion of economic development and by Ordinance No. 14-2015, Council has extended that program until repealed by Council; and

**WHEREAS**, 4351 Pike Norwood LLC proposes to participate in the program and renovate approximately 11,800 square feet of office/retail space; and

**WHEREAS**, the City of Norwood and 4351 Pike Norwood LLC seek to enter into a Community Reinvestment Area Agreement to provide for tax incentives to facilitate that project; now therefore,

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

**SECTION 1.** The Mayor is hereby authorized to enter into a Community Reinvestment Area Agreement between the City of Norwood and 4351 Pike Norwood LLC, regarding the property at 4351 Montgomery Road, substantially similar to the draft agreement attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** Upon execution of said agreement, the Mayor is further directed to forward a copy of the executed agreement to Council.

**SECTION 3.** This ordinance is hereby declared an emergency measure necessary to protect the health, safety, and welfare of the community and shall go into effect immediately.

**PASSED** ______________________
Date

______________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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 ______________________, 2024, 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 ______________________, 2024.

______________________
Natalie Assaf
Clerk of Council

**APPROVED** ____________________
Date

____________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this ordinance was published in the ____________________ on ____________ and __________.
(Name of Newspaper) (date) (date)

____________________
Natalie Assaf
Clerk of Council

**1st Reading** ____________________
**Date**

**2nd Reading** ____________________
**Date**

**3rd Reading** ____________________
**Date**

**All 3 Readings** ____________________
**Date**

**Tabled** ____________________
**Date**

**Vetoed** ____________________
**Date**

## Exhibit A

**COMMUNITY REINVESTMENT AREA AGREEMENT**

This Community Reinvestment Area Agreement (hereinafter called the "Agreement") dated and effective as of the ____day of ___________, 20__, by and between the City of Norwood, Ohio, a municipal corporation (hereinafter called "City"), having its office at 4645 Montgomery Road, Norwood, Ohio 45212, and 4351 Pike Norwood LLC, an Ohio limited liability company (hereinafter called "Company") having its principal office at 2219 Madison Avenue, Norwood, OH 45212.

**Witnesseth**

**WHEREAS**, the City encourages the development of and the acquisition of real property located within the City; and

**WHEREAS**, the City has prepared and approved a program known as the City of Norwood Community Reinvestment Area program (hereinafter called the "Program") for the maintenance of existing structures and the construction of new structures to encourage economic stability, maintain real property values, and generate new employment opportunities, and Council for the City made findings and determination relative thereto, by Ordinance No. 18-2009 passed April 14, 2009, and extended by Ordinance No. 14-2015; and

**WHEREAS**, such Program allows for the abatement of real property taxes on improvements made to property located within the designated Community Reinvestment Area; and

**WHEREAS**, City is engaged in and committed to carrying out the goals and objectives of the Program; and

**WHEREAS**, Company seek to renovate approximately 11,800 square feet of office/retail space within the boundaries of the aforementioned Community Reinvestment Area (hereinafter called the "Project"); and

**WHEREAS**, the City having the appropriate authority for the stated type of project seeks to provide the Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, the Company has submitted a proposed agreement application herein attached as Exhibit "A" and referred to as "Application", to the City; and

**WHEREAS**, the Housing Officer of the City has investigated the Application of the Company and has recommended the same to the Council of the City on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City; and

**WHEREAS**, the project site as proposed by the Company is located in the Norwood City School District and the Great Oaks Joint Vocational School District and the Boards of Education for Norwood City School District and the Great Oaks Joint Vocational School District have been notified in accordance with Section 5709.83 of the Ohio Revised Code and have been given a copy of the Application; and

**WHEREAS**, Pursuant to Section 3735.67 and in conformance with the format requirements of Section 3725.671 of the Ohio Revised Code the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

**SECTION 1.** Construction of Improvements

(a) The Company shall renovate a facility of approximately 11,800 square feet located at 4351 Montgomery Road in the City of Norwood, Ohio, to house retail operations. Said facility is to be on Parcel Nos. 651-0032-0003 and 651-0032-0105 within the City of Norwood.

(b) The project will involve a total investment by the Company of approximately $765,000 plus or minus ten (10) percent located at 4351 Montgomery Road.

(c) In accordance with local and State laws, major modifications, as long as constructed in accordance with plans submitted as part of the application, must be approved by the City which will not be unreasonably withheld or delayed. The Project will begin on or about March 1, 2024, and all acquisition, construction, and installation will be completed on or about July 31, 2027.

(d) All improvements constructed on the subject property shall be developed and redeveloped in accordance with all applicable zoning requirements, building codes, and pursuant to this Agreement, and shall be principally for parking, public utilities, commercial purposes, and other matters as more fully described in this Agreement.

**SECTION 2.** Responsibilities of Company

(a) The Company hereby agrees that it will occupy, and that it will make a reasonable effort to prevent the occupancy by others of any portion of the subject property it owns for other than legal purposes or in a manner which would violate any federal, state, or local law applicable thereto.

(b) The Company shall renovate the property in accordance with plans and specifications on file with the Building Department. In accordance with local and State laws, major modifications must be approved by the City which will not be unreasonably withheld or delayed. All improvements shall be designed and built in a quality manner at least equal in design and construction to recent projects in the vicinity of the subject property such as American Laundry, Linden Pointe Office Park, and Norwood Professional Center. The cost of the renovation, excluding the cost of land, shall exceed seventy-five thousand dollars ($75,000).

(c) During construction, the Company covenant and agree that they will cooperate with the City ensuring that traffic flow from the Project onto the adjacent public streets is handled in such a manner so as to minimize disruption of normal traffic patterns, to minimize (to the extent reasonably possible) the movement of the construction trucks in residential areas and to promote the best traffic flow from the subject property onto the adjacent public streets.

(d) The Company agrees to properly maintain and repair Project throughout the period of tax exemption authorized herein. The Company will allow the Housing Officer or the Housing Officer's designee to enter upon and to inspect the Property as reasonably required and in accordance with Section 3735.68 of the Ohio Revised Code and applicable City Ordinances.

**SECTION 3.** Jobs to be Created and or Maintained by Company

(a) The Company currently has 0 full-time permanent employees; 0 part-time, permanent employees; 0 full-time, temporary employees; and 0 part-time, temporary employees at the Project site.

(b) The Company currently has 0 employees in the State of Ohio.

(c) Upon completion of the Project, the Developer shall exert good faith efforts to create within a time period not exceeding twelve (12) months after the completion of construction of the Project, equivalent of one (1) new full-time permanent job opportunities, and three (2) new part-time permanent job opportunities.

(d) The Developer's schedule for planned hiring is as follows: (1) create two (2) new full-time permanent jobs, and five (4) new part-time permanent job in by the end of three years after completion of construction of the Project. The job creation period begins in December 2024, and good faith efforts will be made to have all jobs in place by December 31, 2027.

(e) The increase in the number of employees will result in approximately $175,000 of additional annual payroll for the Developer, including $100,000 dollars attributable to full-time permanent jobs, and $75,000 dollars to part-time permanent jobs.

**SECTION 4.** Tax Exemption Application, Fee, and Review

(a) The Company shall file appropriate tax forms with the County Auditor to effect and maintain the Exemptions covered in this Agreement.

(b) The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by such Council to evaluate the compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

(c) During the term of this Agreement as required by Section 3735.67(C) of the Ohio Revised Code, the Company shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the Agreement or five hundred dollars (hereinafter called the "Fee"); provided, however, that the Fee shall not exceed two thousand five hundred dollars. The Fee shall be made payable to the City once per year for each year the Agreement is effective on the days and in the following form. The Fee of two thousand and five hundred dollars ($2,500) is to be paid and made out to the City. This fee shall be deposited into the City of Norwood Community Reinvestment Area Fund and shall be used exclusively for the purpose of complying with Section 3735.671 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

(d) The Company shall pay any real and tangible personal property taxes assessed on the Project and are not exempted under this Agreement and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports and fails to remedy such failure in a reasonable time, all incentives granted under this Agreement may be rescinded beginning with the year for which such taxes are not paid or such reports or returns are not filed and thereafter and the City may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

(e) As required by Section 3735.671(E) of the Ohio Revised Code if the Company discontinues operations at the Project prior to the expiration of the term of this Agreement, Company, any successors in interest, and any related members shall not enter into an agreement under this section or section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code.

**SECTION 5.** Responsibilities of the City

(a) The City of Norwood hereby grants the Company a tax exemption for real property improvements made to the Project pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts: forty-nine (49%) percent of the real property improvements created by the Project for a period of 12 years (hereinafter called the "Exemption"). The Exemption commences on the day the Certificate of Occupancy for the Project is issued, provided that the Exemption shall not commence after June 1, 2025, nor extend beyond May 31, 2037.

(b) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such exemption.

**SECTION 6.** Continuation of the Agreement

If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone or the City revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption form the taxation granted under this Agreement.

**SECTION 7.** Certification of Taxes Paid

(a) The Company hereby certifies that at the time of this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition bankruptcy under 11 U.S.C.A. 101 et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

(b) The Company affirmatively covenant that, to their knowledge, they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**SECTION 8.** Default/Cure

(a) If the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement or the covenant of satisfaction of tax and other obligations is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. A modification of exemption may be in the form of reduction in the number of years that the eligible property is exempt and/or a reduction in the exemption percentage.

(b) Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor property owner, or any related member, as those terms are defined in Section 3735.671 of the Ohio Revised Code, has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Sections 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) Prior to such termination, modification, or payment requirement, the City shall give the Company written notice and thirty (30) days to cure the breach or to show cause why it should not be deemed in default.

(d) In the event of termination or modification of this Agreement, the City is authorized to notify the appropriate taxing authorities in order to effect the termination or modification.

(e) If payment for previously exempt taxes is required by the City under this section, such amount shall be paid as directed by the City within thirty (30) days of written demand. Amounts due and not paid when due shall bear interest at the rate specified in Section 1343.03(A) of the Ohio Revised Code.

**SECTION 9.** Miscellaneous

(a) The Company and the City acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

(b) The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate State and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemptions approved in this

Agreement will be so approved, and the Company agrees in no event shall the Company seek to hold the City liable in any way in the event such exemptions are not granted and implemented.

(c) The City represents that this Agreement is in material compliance with the Program and that the City has the power to enter into this Agreement and carry out the full obligations hereunder.

(d) The City desires to ensure recipients of the Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Company is committing to follow non-discriminatory hiring practices and acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, sexual orientation or ancestry.

(e) The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval of the Program incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to Ohio Revised Code Section 9.66. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

(f) To the extent provided by applicable law, the City shall not disclose to third parties, without the express written consent of the Company any and all non-public, confidential, or proprietary information or data that is identified as such, and is furnished to the City concerning the Project (the "Confidential Information"). In the event the City believes, upon the advice of counsel, that any Confidential Information is subject to disclosure, it shall promptly furnish written notice to the Company prior to the disclosure and shall permit the Company an opportunity to review the request to effect any legal remedies available to it at law and equity under the laws of the State. The City agrees to limit access to any Confidential Information by its employees, agents, and representatives and to maintain reasonable safeguards to ensure that it shall not inadvertently disclose any Confidential Information to third parties.

(g) Unless otherwise specified herein, each party agrees to address written notices, demands, and communications in connection with this Agreement to the other party as follows:

To the City:

Building Commissioner/Housing Officer
City of Norwood
4645 Montgomery Road
Norwood, Ohio 45212

To the Company:

Prior to the Completion of the Project:

4351 Pike Norwood LLC
2219 Madison Avenue
Norwood, Ohio 45212
Attn: Jon Atwood

After the completion of the Project:

[____]

(h) This Agreement is not transferable or assignable without the express written approval of the City.

(i) During construction, Company agrees to acknowledge the support of the City on construction, and exhibition signage, and any advertisement regarding the construction of the Project appearing on the internet, television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use the phrase, "Project Assistance by the City of Norwood".

(j) The Company agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct, or indirect, in the Company or in this Agreement and the Company shall take appropriate steps to assure compliance.

(k) This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

(l) This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

(m) This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as waiver of such provision or of any other provision.

(n) This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by the City and the Company.

**IN WITNESS WHEREOF**, the said parties have hereto set their hands by their duly authorized offices, and affixed the seals of said parties, this _________ day of ____________________, ________.

| | |
|---|---|
| 4351 Pike Norwood LLC | CITY OF NORWOOD |
| By: | By: |
| ______________________________ | ______________________________<br>[____]<br>Safety-Service Director |
| ______________________________<br>Printed Name | By. |
| Title:<br>______________________________, | ______________________________<br>[____]<br>Mayor |
| | By: ______________________________<br>[____]<br>Housing Officer/Building Commissioner |
| | APPROVED AS TO FORM: |
| | By: |
| | ______________________________<br>Assistant Law Director |

CITY OF NORWOOD, OHIO 1888

NORWOOD, OHIO

# *Ordinance No.* ________________ *20* _____

**ORDINANCE RESCINDING THE COMMUNITY REINVESTMENT AREA AGREEMENT WITH NORWOOD MANOR LLC, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has approved by Ordinance No. 18-2009 a program known as the City of Norwood Community Reinvestment Area Program, for the promotion of economic development and by Ordinance No. 14-2015, Council has extended that program until repealed by Council; and

**WHEREAS**, Norwood Manor LLC proposed to participate in the Norwood CRA Program and construct approximately 6,650 square feet of office/apartment space at 4631 Montgomery Road; and

**WHEREAS**, by Ordinance No. 06-2021, Council authorized the Mayor to sign a Community Reinvestment Area Agreement between the City of Norwood and Norwood Manor LLC to provide for tax incentives to facilitate that project; and

**WHEREAS,** said Agreement was entered effective March 16, 2021, and work commenced; and

**WHEREAS,** Norwood Manor LLC was unable to complete the project as planned and has since sold the property; and

**WHEREAS,** Council desires that the Agreement be rescinded to allow the purchaser to pursue renovations and possibly participate in the Norwood CRA Program; now therefore,

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

**SECTION 1.** The Community Reinvestment Area Agreement between the City of Norwood and Norwood Manor LLC entered effective March 16, 2021, and any amendments thereto, are hereby rescinded.

**SECTION 2.** This ordinance is hereby declared an emergency measure necessary to protect the health, safety, and welfare of community and shall go into effect immediately so that the new owner can begin work quickly to transform this space into productive use.

**PASSED**_______________________ Date

_______________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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 ________________________, 2024, 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 ________________________, 2024.

______________________________
Natalie Assaf
Clerk of Council

**APPROVED** __________________
Date

______________________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this ordinance was published in the ______________________ on ____________ and ___________.
(Name of Newspaper) (date) (date)

______________________________
Natalie Assaf
Clerk of Council

**1st Reading** __________________________
**Date**

**2nd Reading** __________________________
**Date**

**3rd Reading** __________________________
**Date**

**All 3 Readings** ______________________
**Date**

**Tabled** ______________________________
**Date**

**Vetoed** ______________________________
**Date**

NORWOOD, OHIO

# *Ordinance No.________________ 20_____*

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4631 MONTGOMERY LLC REGARDING 4631 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has approved by Ordinance No. 18-2009 a program known as the City of Norwood Community Reinvestment Area Program, for the promotion of economic development and by Ordinance No. 14-2015, Council has extended that program until repealed by Council; and

**WHEREAS**, 4631 Montgomery LLC proposes to participate in the program and renovate approximately 6,650 square feet of apartment and office/retail space; and

**WHEREAS**, the City of Norwood and 4631 Montgomery LLC seek to enter into a Community Reinvestment Area Agreement to provide for tax incentives to facilitate that project; now therefore,

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

**SECTION 1.** The Mayor is hereby authorized to enter into a Community Reinvestment Area Agreement between the City of Norwood and 4631 Montgomery LLC, regarding the property at 4631 Montgomery Road, substantially similar to the draft agreement attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** Upon execution of said agreement, the Mayor is further directed to forward a copy of the executed agreement to Council.

**SECTION 3.** This ordinance is hereby declared an emergency measure necessary to protect the health, safety, and welfare of the community and shall go into effect immediately.

**PASSED**________________________
Date

________________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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 ______________________, 2024, 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 ______________________, 2024.

________________________
Natalie Assaf
Clerk of Council

**APPROVED** ____________________
Date

____________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this ordinance was published in the ________________________ on ____________ and __________.
(Name of Newspaper) (date) (date)

____________________
Natalie Assaf
Clerk of Council

**1st Reading** ____________________
**Date**

**2nd Reading** ____________________
**Date**

**3rd Reading** ____________________
**Date**

**All 3 Readings** ____________________
**Date**

**Tabled** ____________________
**Date**

**Vetoed** ____________________
**Date**

## Exhibit A

### COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (hereinafter called the "Agreement") dated and effective as of the ____day of ___________, 20__, by and between the City of Norwood, Ohio, a municipal corporation (hereinafter called "City"), having its office at 4645 Montgomery Road, Norwood, Ohio 45212, and 4631 Montgomery LLC (hereinafter called "Company") having its principal office at 200 Loveland Madeira Road Unit 291, Loveland, OH 45140.

**Witnesseth**

**WHEREAS**, the City encourages the development of and the acquisition of real property located within the City; and

**WHEREAS**, the City has prepared and approved a program known as the City of Norwood Community Reinvestment Area program (hereinafter called the "Program") for the maintenance of existing structures and the construction of new structures to encourage economic stability, maintain real property values, and generate new employment opportunities, and Council for the City made findings and determination relative thereto, by Ordinance No. 18-2009 passed April 14, 2009, and extended by Ordinance No. 14-2015; and

**WHEREAS**, such Program allows for the abatement of real property taxes on improvements made to property located within the designated Community Reinvestment Area; and

**WHEREAS**, City is engaged in and committed to carrying out the goals and objectives of the Program; and

**WHEREAS**, Company seek to renovate approximately 6,650 square feet of apartment and office/retail space within the boundaries of the aforementioned Community Reinvestment Area (hereinafter called the "Project"); and

**WHEREAS**, the City having the appropriate authority for the stated type of project seeks to provide the Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, the Company has submitted a proposed agreement application herein attached as Exhibit "A" and referred to as "Application", to the City; and

**WHEREAS**, the Housing Officer of the City has investigated the Application of the Company and has recommended the same to the Council of the City on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City; and

**WHEREAS**, the project site as proposed by the Company is located in the Norwood City School District and the Great Oaks Joint Vocational School District and the Boards of Education for Norwood City School District and the Great Oaks Joint Vocational School District have been notified in accordance with Section 5709.83 of the Ohio Revised Code and have been given a copy of the Application; and

**WHEREAS**, Pursuant to Section 3735.67 and in conformance with the format requirements of Section 3725.671 of the Ohio Revised Code the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

**SECTION 1.** Construction of Improvements

(a) The Company shall renovate a facility of approximately 6,650 square feet located at 4631 Montgomery Road in the City of Norwood, Ohio, to house luxury apartments and retail operations. Said facility is to be on Parcel No. 651-0025-0113 within the City of Norwood.

(b) The project will involve a total investment by the Company of approximately $650,000 plus or minus ten (10) percent located at 4631 Montgomery Road.

(c) In accordance with local and State laws, major modifications, as long as constructed in accordance with plans submitted as part of the application, must be approved by the City which will not be unreasonably withheld or delayed. The Project will begin on or about March 1, 2024, and all acquisition, construction, and installation will be completed on or about July 31, 2027.

(d) All improvements constructed on the subject property shall be developed and redeveloped in accordance with all applicable zoning requirements, building codes, and pursuant to this Agreement, and shall be principally for parking, public utilities, commercial purposes, and other matters as more fully described in this Agreement.

**SECTION 2.** Responsibilities of Company

(a) The Company hereby agrees that it will occupy, and that it will make a reasonable effort to prevent the occupancy by others of any portion of the subject property it owns for other than legal purposes or in a manner which would violate any federal, state, or local law applicable thereto.

(b) The Company shall renovate the property in accordance with plans and specifications on file with the Building Department. In accordance with local and State laws, major modifications must be approved by the City which will not be unreasonably withheld or delayed. All improvements shall be designed and built in a quality manner at least equal in design and construction to recent projects in the vicinity of the subject property such as American Laundry, Linden Pointe Office Park, and Norwood Professional Center. The cost of the renovation, excluding the cost of land, shall exceed seventy-five thousand dollars ($75,000).

(c) During construction, the Company covenant and agree that they will cooperate with the City ensuring that traffic flow from the Project onto the adjacent public streets is handled in such a manner so as to minimize disruption of normal traffic patterns, to minimize (to the extent reasonably possible) the movement of the construction trucks in residential areas and to promote the best traffic flow from the subject property onto the adjacent public streets.

(d) The Company agrees to properly maintain and repair Project throughout the period of tax exemption authorized herein. The Company will allow the Housing Officer or the Housing Officer's designee to enter upon and to inspect the Property as reasonably required and in accordance with Section 3735.68 of the Ohio Revised Code and applicable City Ordinances.

**SECTION 3.** Jobs to be Created and or Maintained by Company

(a) The Company currently has 0 full-time permanent employees; 0 part-time, permanent employees; 0 full-time, temporary employees; and 0 part-time, temporary employees at the Project site.

(b) The Company currently has 0 employees in the State of Ohio. The Company is currently located in Loveland, Ohio.

(c) Upon completion of the Project, the Company shall exert good faith efforts to create within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility, equivalent of 3 full-time permanent job opportunities; 0 new part-time permanent job opportunity; 0 full-time temporary job opportunities; and 0 part-time temporary job opportunities.

(d) The Company's schedule for planned hiring is as follows: create 1 new job in year one (construction); 1 new full-time permanent jobs and 0 part-time permanent jobs in year two; 1 new full time permanent and 0 new part-time permanent jobs jobs in year three; and 0 new full-time permanent jobs and 0 part-time permanent jobs in year four. The job creation period begins in 2024 and good faith efforts will be made to have all jobs in place by 2027.

(e) The increase in the number of employees (from 0 full-time permanent and 0 part-time permanent to 3 full time permanent and 0 part-time permanent) will result in an annual payroll of approximately $240,000 dollars, plus or minus ten percent.

**SECTION 4.** Tax Exemption Application, Fee, and Review

(a) The Company shall file appropriate tax forms with the County Auditor to effect and maintain the Exemptions covered in this Agreement.

(b) The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by such Council to evaluate the compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

(c) During the term of this Agreement as required by Section 3735.67(C) of the Ohio Revised Code, the Company shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the Agreement or five hundred dollars (hereinafter called the "Fee"); provided, however, that the Fee shall not exceed two thousand five hundred dollars. The Fee shall be made payable to the City once per year for each year the Agreement is effective on the days and in the following form. The Fee of two thousand and five hundred dollars ($2,500) is to be paid and made out to the City. This fee shall be deposited into the City of Norwood Community Reinvestment Area Fund and shall be used exclusively for the purpose of complying with Section 3735.671 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

(d) The Company shall pay any real and tangible personal property taxes assessed on the Project and are not exempted under this Agreement and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports and fails to remedy such failure in a reasonable time, all incentives granted under this Agreement may be rescinded beginning with the year for which such taxes are not paid or such reports or returns are not filed and thereafter and the City may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

(e) As required by Section 3735.671(E) of the Ohio Revised Code if the Company discontinues operations at the Project prior to the expiration of the term of this Agreement, Company, any successors in interest, and any related members shall not enter into an agreement under this section or section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code.

**SECTION 5.** Responsibilities of the City

(a) The City of Norwood hereby grants the Company a tax exemption for real property improvements made to the Project pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts: forty-nine (49%) percent of the real property improvements created by the Project for a period of 12 years (hereinafter called the "Exemption"). The Exemption commences on the day the Certificate of Occupancy for the Project is issued, provided that the Exemption shall not commence after June 1, 2025, nor extend beyond May 31, 2037.

(b) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such exemption.

**SECTION 6.** Continuation of the Agreement

If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone or the City revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption form the taxation granted under this Agreement.

**SECTION 7.** Certification of Taxes Paid

(a) The Company hereby certifies that at the time of this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition bankruptcy under 11 U.S.C.A. 101 et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

(b) The Company affirmatively covenant that, to their knowledge, they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or State agency for the administration or enforcement of any environmental laws of the State; and

(3) any other moneys to the State, a State agency, or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**SECTION 8.** Default/Cure

(a) If the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement or the covenant of satisfaction of tax and other obligations is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement, and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. A modification of exemption may be in the form of reduction in the number of years that the eligible property is exempt and/or a reduction in the exemption percentage.

(b) Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor property owner, or any related member, as those terms are defined in Section 3735.671 of the Ohio Revised Code, has violated the prohibition against entering into this Agreement under Division (E) of Section 3735.671 or Sections 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

(c) Prior to such termination, modification, or payment requirement, the City shall give the Company written notice and thirty (30) days to cure the breach or to show cause why it should not be deemed in default.

(d) In the event of termination or modification of this Agreement, the City is authorized to notify the appropriate taxing authorities in order to effect the termination or modification.

(e) If payment for previously exempt taxes is required by the City under this section, such amount shall be paid as directed by the City within thirty (30) days of written demand. Amounts due and not paid when due shall bear interest at the rate specified in Section 1343.03(A) of the Ohio Revised Code.

**SECTION 9.** Miscellaneous

(a) The Company and the City acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

(b) The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate State and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemptions approved in this Agreement will be so approved, and the Company agrees in no event shall the Company seek to hold the City liable in any way in the event such exemptions are not granted and implemented.

(c) The City represents that this Agreement is in material compliance with the Program and that the City has the power to enter into this Agreement and carry out the full obligations hereunder.

(d) The City desires to ensure recipients of the Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Company is committing to follow non-discriminatory hiring practices and acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, sexual orientation or ancestry.

(e) The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval of the Program incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to Ohio Revised Code Section 9.66. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

(f) To the extent provided by applicable law, the City shall not disclose to third parties, without the express written consent of the Company any and all non-public, confidential, or proprietary information or data that is identified as such, and is furnished to the City concerning the Project (the "Confidential Information"). In the event the City believes, upon the advice of counsel, that any Confidential Information is subject to disclosure, it shall promptly furnish written notice to the Company prior to the disclosure and shall permit the Company an opportunity to review the request to effect any legal remedies available to it at law and equity under the laws of the State. The City agrees to limit access to any Confidential Information by its employees, agents, and representatives and to maintain reasonable safeguards to ensure that it shall not inadvertently disclose any Confidential Information to third parties.

(g) Unless otherwise specified herein, each party agrees to address written notices, demands, and communications in connection with this Agreement to the other party as follows:

To the City:

Building Commissioner/Housing Officer
City of Norwood
4645 Montgomery Road
Norwood, Ohio 45212

To the Company:

Prior to the Completion of the Project:

Brian Keegan
4631 Montgomery LLC
200 Loveland Madeira Road, Unit 291
45140

After the completion of the Project:

[____]

(h) This Agreement is not transferable or assignable without the express written approval of the City.

(i) During construction, Company agrees to acknowledge the support of the City on construction, and exhibition signage, and any advertisement regarding the construction of the Project appearing on the internet, television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use the phrase, "Project Assistance by the City of Norwood".

(j) The Company agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct, or indirect, in the Company or in this Agreement and the Company shall take appropriate steps to assure compliance.

(k) This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

(l) This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

(m) This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as waiver of such provision or of any other provision.

(n) This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by the City and the Company.

**IN WITNESS WHEREOF**, the said parties have hereto set their hands by their duly authorized offices, and affixed the seals of said parties, this _________ day of ______________________, ________.

| | |
|---|---|
| 4631 Montgomery LLC | CITY OF NORWOOD |
| By: ______________________________ | By: ______________________________<br>[_____]<br>Safety-Service Director |
| ______________________________<br>Printed Name | By. ______________________________<br>[_____]<br>Mayor |
| Title: ______________________________, | |
| | By: ______________________________<br>[_____]<br>Housing Officer/Building Commissioner |
| | APPROVED AS TO FORM: |
| | By: ______________________________<br>Assistant Law Director |

NORWOOD, OHIO

# *Ordinance No.*__________________ *20*_____

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH 4633 MONTGOMERY LLC REGARDING 4633 MONTGOMERY ROAD, AND DECLARING AN EMERGENCY**

**WHEREAS**, Council has approved by Ordinance No. 18-2009 a program known as the City of Norwood Community Reinvestment Area Program, for the promotion of economic development and by Ordinance No. 14-2015, Council has extended that program until repealed by Council; and

**WHEREAS**, 4633 Montgomery LLC proposes to participate in the program and renovate approximately 6,900 square feet of apartment and restaurant/retail space; and

**WHEREAS**, the City of Norwood and 4633 Montgomery LLC seek to enter into a Community Reinvestment Area Agreement to provide for tax incentives to facilitate that project; now therefore,

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

**SECTION 1.** The Mayor is hereby authorized to enter into a Community Reinvestment Area Agreement between the City of Norwood and 4633 Montgomery LLC, regarding the property at 4633 Montgomery Road, substantially similar to the draft agreement attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** Upon execution of said agreement, the Mayor is further directed to forward a copy of the executed agreement to Council.

**SECTION 3.** This ordinance is hereby declared an emergency measure necessary to protect the health, safety, and welfare of the community and shall go into effect immediately.

**PASSED**______________________
Date

________________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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 ______________________, 2024, 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 ______________________, 2024.

________________________
Natalie Assaf
Clerk of Council

**APPROVED** ____________________
Date

____________________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this ordinance was published in the ________________________ on ____________ and ___________.
(Name of Newspaper) (date) (date)

____________________________
Natalie Assaf
Clerk of Council

**1st Reading** ____________________
**Date**

**2nd Reading** ____________________
**Date**

**3rd Reading** ____________________
**Date**

**All 3 Readings** ____________________
**Date**

**Tabled** ____________________
**Date**

**Vetoed** ____________________
**Date**

## Exhibit A

### COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (hereinafter called the "Agreement") dated and effective as of the ____day of ___________, 20__, by and between the City of Norwood, Ohio, a municipal corporation (hereinafter called "City"), having its office at 4645 Montgomery Road, Norwood, Ohio 45212, and 4633 Montgomery LLC (hereinafter called "Company") having its principal office at 200 Loveland Madeira Road Unit 291, Loveland, OH 45140.

**Witnesseth**

**WHEREAS**, the City encourages the development of and the acquisition of real property located within the City; and

**WHEREAS**, the City has prepared and approved a program known as the City of Norwood Community Reinvestment Area program (hereinafter called the "Program") for the maintenance of existing structures and the construction of new structures to encourage economic stability, maintain real property values, and generate new employment opportunities, and Council for the City made findings and determination relative thereto, by Ordinance No. 18-2009 passed April 14, 2009, and extended by Ordinance No. 14-2015; and

**WHEREAS**, such Program allows for the abatement of real property taxes on improvements made to property located within the designated Community Reinvestment Area; and

**WHEREAS**, City is engaged in and committed to carrying out the goals and objectives of the Program; and

**WHEREAS**, Company seek to renovate approximately 6,900 square feet of apartment and restaurant/retail space within the boundaries of the aforementioned Community Reinvestment Area (hereinafter called the "Project"); and

**WHEREAS**, the City having the appropriate authority for the stated type of project seeks to provide the Company with incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

**WHEREAS**, the Company has submitted a proposed agreement application herein attached as Exhibit "A" and referred to as "Application", to the City; and

**WHEREAS**, the Housing Officer of the City has investigated the Application of the Company and has recommended the same to the Council of the City on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City; and

**WHEREAS**, the project site as proposed by the Company is located in the Norwood City School District and the Great Oaks Joint Vocational School District and the Boards of Education for Norwood City School District and the Great Oaks Joint Vocational School District have been notified in accordance with Section 5709.83 of the Ohio Revised Code and have been given a copy of the Application; and

**WHEREAS**, Pursuant to Section 3735.67 and in conformance with the format requirements of Section 3725.671 of the Ohio Revised Code the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

**NOW, THEREFORE**, for and in consideration of the premises and the mutual obligations of the parties hereto, each of them hereby covenant and agree with the other as follows:

**SECTION 1.** Construction of Improvements

(a) The Company shall renovate a facility of approximately 6,900 square feet located at 4633 Montgomery Road in the City of Norwood, Ohio, to house luxury apartments and retail/restaurant operations. Said facility is to be on Parcel No. 651-0025-0112 within the City of Norwood.

(b) The project will involve a total investment by the Company of approximately $540,000 plus or minus ten (10) percent located at 4633 Montgomery Road.

(c) In accordance with local and State laws, major modifications, as long as constructed in accordance with plans submitted as part of the application, must be approved by the City which will not be unreasonably withheld or delayed. The Project will begin on or about March 1, 2024, and all acquisition, construction, and installation will be completed on or about July 31, 2027.

(d) All improvements constructed on the subject property shall be developed and redeveloped in accordance with all applicable zoning requirements, building codes, and pursuant to this Agreement, and shall be principally for parking, public utilities, commercial purposes, and other matters as more fully described in this Agreement.

**SECTION 2.** Responsibilities of Company

(a) The Company hereby agrees that it will occupy, and that it will make a reasonable effort to prevent the occupancy by others of any portion of the subject property it owns for other than legal purposes or in a manner which would violate any federal, state, or local law applicable thereto.

(b) The Company shall renovate the property in accordance with plans and specifications on file with the Building Department. In accordance with local and State laws, major modifications must be approved by the City which will not be unreasonably withheld or delayed. All improvements shall be designed and built in a quality manner at least equal in design and construction to recent projects in the vicinity of the subject property such as American Laundry, Linden Pointe Office Park, and Norwood Professional Center. The cost of the renovation, excluding the cost of land, shall exceed seventy-five thousand dollars ($75,000).

(c) During construction, the Company covenant and agree that they will cooperate with the City ensuring that traffic flow from the Project onto the adjacent public streets is handled in such a manner so as to minimize disruption of normal traffic patterns, to minimize (to the extent reasonably possible) the movement of the construction trucks in residential areas and to promote the best traffic flow from the subject property onto the adjacent public streets.

(d) The Company agrees to properly maintain and repair Project throughout the period of tax exemption authorized herein. The Company will allow the Housing Officer or the Housing Officer's designee to enter upon and to inspect the Property as reasonably required and in accordance with Section 3735.68 of the Ohio Revised Code and applicable City Ordinances.

**SECTION 3.** Jobs to be Created and or Maintained by Company

(a) The Company currently has 0 full-time permanent employees; 0 part-time, permanent employees; 0 full-time, temporary employees; and 0 part-time, temporary employees at the Project site.

(b) The Company currently has 0 employees in the State of Ohio. The Company is currently located in Loveland, Ohio.

(c) Upon completion of the Project, the Company shall exert good faith efforts to create within a time period not exceeding thirty-six (36) months after the commencement of construction of the aforesaid facility, equivalent of 3 full-time permanent job opportunities; 0 new part-time permanent job opportunity; 0 full-time temporary job opportunities; and 0 part-time temporary job opportunities.

(d) The Company's schedule for planned hiring is as follows: create 1 new job in year one (construction); 1 new full-time permanent jobs and 0 part-time permanent jobs in year two; 1 new full time permanent and 0 new part-time permanent jobs jobs in year three; and 0 new full-time permanent jobs and 0 part-time permanent jobs in year four. The job creation period begins in 2024 and good faith efforts will be made to have all jobs in place by 2027.

(e) The increase in the number of employees (from 0 full-time permanent and 0 part-time permanent to 3 full time permanent and 0 part-time permanent) will result in an annual payroll of approximately $240,000 dollars, plus or minus ten percent.

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(a) The Company shall file appropriate tax forms with the County Auditor to effect and maintain the Exemptions covered in this Agreement.

(b) The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by such Council to evaluate the compliance with the Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code if requested by the Council.

(c) During the term of this Agreement as required by Section 3735.67(C) of the Ohio Revised Code, the Company shall pay an annual fee equal to the greater of one percent of the dollar value of incentives offered under the Agreement or five hundred dollars (hereinafter called the "Fee"); provided, however, that the Fee shall not exceed two thousand five hundred dollars. The Fee shall be made payable to the City once per year for each year the Agreement is effective on the days and in the following form. The Fee of two thousand and five hundred dollars ($2,500) is to be paid and made out to the City. This fee shall be deposited into the City of Norwood Community Reinvestment Area Fund and shall be used exclusively for the purpose of complying with Section 3735.671 of the Ohio Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

(d) The Company shall pay any real and tangible personal property taxes assessed on the Project and are not exempted under this Agreement and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports and fails to remedy such failure in a reasonable time, all incentives granted under this Agreement may be rescinded beginning with the year for which such taxes are not paid or such reports or returns are not filed and thereafter and the City may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.

(e) As required by Section 3735.671(E) of the Ohio Revised Code if the Company discontinues operations at the Project prior to the expiration of the term of this Agreement, Company, any successors in interest, and any related members shall not enter into an agreement under this section or section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code.

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(a) The City of Norwood hereby grants the Company a tax exemption for real property improvements made to the Project pursuant to Section 3735.67 of the Ohio Revised Code and shall be in the following amounts: forty-nine (49%) percent of the real property improvements created by the Project for a period of 12 years (hereinafter called the "Exemption"). The Exemption commences on the day the Certificate of Occupancy for the Project is issued, provided that the Exemption shall not commence after June 1, 2025, nor extend beyond May 31, 2037.

(b) The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documents and providing any necessary certificates required in connection with such exemption.

**SECTION 6**. Continuation of the Agreement

If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the zone or the City revokes the designation of the zone, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption form the taxation granted under this Agreement.

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(a) The Company hereby certifies that at the time of this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapters 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition bankruptcy under 11 U.S.C.A. 101 et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

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(c) Prior to such termination, modification, or payment requirement, the City shall give the Company written notice and thirty (30) days to cure the breach or to show cause why it should not be deemed in default.

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(e) If payment for previously exempt taxes is required by the City under this section, such amount shall be paid as directed by the City within thirty (30) days of written demand. Amounts due and not paid when due shall bear interest at the rate specified in Section 1343.03(A) of the Ohio Revised Code.

**SECTION 9.** Miscellaneous

(a) The Company and the City acknowledge that this Agreement must be approved by formal action of the Council of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

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(d) The City desires to ensure recipients of the Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this Agreement, the Company is committing to follow non-discriminatory hiring practices and acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, sexual orientation or ancestry.

(e) The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval of the Program incentives. If any representative of the Company has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Company shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to Ohio Revised Code Section 9.66 and shall be ineligible for any future economic development assistance from the State, any state agency or political subdivision pursuant to Ohio Revised Code Section 9.66. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree pursuant to Ohio Revised Code Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

(f) To the extent provided by applicable law, the City shall not disclose to third parties, without the express written consent of the Company any and all non-public, confidential, or proprietary information or data that is identified as such, and is furnished to the City concerning the Project (the "Confidential Information"). In the event the City believes, upon the advice of counsel, that any Confidential Information is subject to disclosure, it shall promptly furnish written notice to the Company prior to the disclosure and shall permit the Company an opportunity to review the request to effect any legal remedies available to it at law and equity under the laws of the State. The City agrees to limit access to any Confidential Information by its employees, agents, and representatives and to maintain reasonable safeguards to ensure that it shall not inadvertently disclose any Confidential Information to third parties.

(g) Unless otherwise specified herein, each party agrees to address written notices, demands, and communications in connection with this Agreement to the other party as follows:

To the City:

Building Commissioner/Housing Officer
City of Norwood
4645 Montgomery Road
Norwood, Ohio 45212

To the Company:

Prior to the Completion of the Project:

Brian Keegan
4633 Montgomery Road LLC
200 Loveland Madeira Road, Unit 291
Loveland, OH 45141

After the completion of the Project:

[_____]

(h) This Agreement is not transferable or assignable without the express written approval of the City.

(i) During construction, Company agrees to acknowledge the support of the City on construction, and exhibition signage, and any advertisement regarding the construction of the Project appearing on the internet, television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use the phrase, "Project Assistance by the City of Norwood".

(j) The Company agrees that no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Project, nor any immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct, or indirect, in the Company or in this Agreement and the Company shall take appropriate steps to assure compliance.

(k) This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

(l) This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

(m) This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision, nor shall any failure to enforce any provision hereof operate as waiver of such provision or of any other provision.

(n) This Agreement constitutes the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by the City and the Company.

**IN WITNESS WHEREOF**, the said parties have hereto set their hands by their duly authorized offices, and affixed the seals of said parties, this _________ day of ______________________, ________.

| | |
|---|---|
| 4633 Montgomery LLC | CITY OF NORWOOD |
| By:<br>_______________________________ | By:<br>_______________________________<br>[____]<br>Safety-Service Director |
| _______________________________<br>Printed Name | By.<br>_______________________________<br>[____]<br>Mayor |
| Title:<br>_______________________________, | |
| | By: _______________________________<br>[____]<br>Housing Officer/Building Commissioner |
| | APPROVED AS TO FORM: |
| | By:<br>_______________________________<br>Assistant Law Director |

**HAMILTON COUNTY MUNICIPAL COURT**
**HAMILTON COUNTY, OHIO**

| | | |
|---|---|---|
| STATE OF OHIO,<br><br>Plaintiff,<br><br>vs.<br><br>FEDALE RICHARDSON<br><br>Defendant, | *<br>*<br>*<br>*<br>*<br>*<br>*<br>*<br>*<br>* | Case No. C/20/CRB/12575<br><br>(Judge Berkowitz)<br><br>State's Motion to Dismiss Appeal<br>and Memorandum in Support |

## MOTION TO DISMISS APPEAL

The State of Ohio hereby moves that Defendant's Appeal from the guilty finding of speeding, a minor misdemeanor, and order to pay $131.00 fine and $95.00 court costs after trial on January 22, 2024, be dismissed at Defendant's costs. A copy of what was presented to the Clerk's Office of the Norwood Mayor's Court on February 6, 2024, which the Norwood Mayor's Court has treated as a Notice of Appeal, is attached as Exhibit 1.

## MEMORANDUM IN SUPPORT

Ohio Revised Code 1905.23 states the requirements for a Notice of Appeal from a judgment of a Mayor's Court in Ohio. The Notice of Appeal must be filed within ten days from the time a Mayor renders judgment. Fedale Richardson's submission "Judgment was racial and unlawful and lack of evidence" which was filed on February 6, 2024, 15 days after Magistrate Judge George Marinakis found Fedale Richardson guilty of speeding. Fairlawn v. Forney, 82 Ohio App. 3d 47, 610 N.E.2d 1193. 1992 Ohio App. LEXIS 4505 ($9^{th}$ District, 1992)

Respectfully submitted,

Timothy A. Garry, Jr. (0032901)
Assistant Law Director
Norwood City Hall
4645 Montgomery Road
Norwood, Ohio 45212
Tel. (513) 458-4585
Fax. (513)458-4586
Email. tgarry@norwood-ohio.com

**Certificate of Service**

I certify that on February 21, 2024, a copy of the forgoing was served upon the Defendant by regular US. Mail/ by hand delivery to:

Fedale Richardson

Timothy A. Garry, Jr. (0032901)
Attorney at Law

CITY OF NORWOOD, OHIO 1888

NORWOOD, OHIO

# *Ordinance No.* ______________ 20 ____

## AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A TERMINATION AGREEMENT WITH PAYCOR, INC. AND RELEASE OF PAYCOR, INC., AND DECLARING AN EMERGENCY

**WHEREAS**, on October 31, 2012, the City of Norwood entered into an Agreement with Paycor, Inc.; and

**WHEREAS**, on January 1, 2018, the City of Norwood and Paycor, Inc. amended their Agreement; and

**WHEREAS**, the City of Norwood and Paycor, Inc. have reached an amicable resolution of a contractual dispute between them, which terminates their contractual relationship under terms of the Termination Agreement and Release, attached as "Exhibit A";

**WHEREAS**, the Council of the City of Norwood now desires to authorize the Safety-Service Director to enter into a Termination Agreement with Paycor, Inc. and Release of Paycor, Inc. in a form approved by the City of Norwood's Law Director; now, therefore,

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

**SECTION 1:** The Norwood City Council hereby accept the terms outlined in the Termination Agreement and Release, and authorizes the Safety-Service Director to execute the Termination Agreement with Paycor, Inc., and Release of Paycor, Inc., attached as "Exhibit A".

**SECTION 2:** This ordinance shall be in full force and effect from and immediately after its adoption, because of the need to demonstrate the resolution of this matter, so that the City and Paycor, Inc. can emerge from this dispute with clear terms.

**PASSED**______________________
Date

______________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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_____________, 2024 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 _______________, 2024.

______________________
Natalie Assaf
Clerk of Council

**APPROVED**________________
Date

______________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this ordinance published in the ______________________ on __________ and __________.
(Name of Newspaper) (date) (date)

_______________________________
Natalie Assaf
Clerk of Council

**1st Reading** _______________________
**Date**

**2nd Reading** _______________________
**Date**

**3rd Reading** _______________________
**Date**

**All 3 Readings** _______________________
**Date**

**Tabled** _______________________
**Date**

**Vetoed** _______________________
**Date**

EXHIBIT
A

# Termination Agreement and Release
# Between Paycor, Inc. and the City of Norwood, Ohio

THIS TERMINATION AGREEMENT AND RELEASE is made and entered into this ___ day of ___________, 2024 (the "Effective Date"), by and between the CITY OF NORWOOD, OHIO (the "City"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "State"), and PAYCOR, INC. (the "Company" and together with City, the "Parties") a Delaware corporation, under the circumstances summarized in the following recitals:

WHEREAS, the City and the Company have previously entered into that certain Property Investment Reimbursement Agreement dated October 31, 2012 (the "Original PIRA"); and

WHEREAS, the City and the Company have previously entered into an amendment to the Original PIRA dated January 1, 2018 (the "Amended PIRA," which together with the Original PIRA, shall be referred to as "the PIRA Agreements"); and

WHEREAS, under the terms of the PIRA Agreements, the City agreed to make annual Property Investment Reimbursement Payments to the Company, provided the Company maintained a specific level of "Annual Qualifying Wages" as defined in the PIRA Agreements (collectively with any and all other obligations arising under the PIRA Agreements, the "Obligations"); and

WHEREAS, a dispute arose between the Company and the City with respect to the Company's outstanding Obligations under the PIRA Agreement (the "Dispute"); and

WHEREAS, because the Company and City desire to amicably resolve the Dispute and terminate their contractual relationship, including their respective Obligations, under the PIRA Agreements and avoid potential litigation, the Parties are entering into this Termination Agreement and Release under the terms set forth below.

## Agreement

The Parties hereto agree as follows:

## 1. Release and Discharge

In consideration of the Company's agreement to make the payments called for below, the City of Norwood hereby voluntarily, knowingly, unconditionally, fully, and forever, completely releases and discharges the Company, its parents, subsidiaries, affiliates, predecessors, successors, assigns and insurers, and its past, present and future owners, officers, directors, shareholders, investors, attorneys, employees and agents, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses and compensation which the City now has, or which may hereafter accrue or otherwise be acquired by the City, on account of, or in any way growing out of the PIRA Agreements (including without limitation the City's remedies for any default of the Company thereunder), the Obligations and/or the Dispute, other than the payment of the Consideration referred to in numbered section 3 below.

## 2. Termination of the PIRA Agreements

By entering into this Termination Agreement and Release, the Parties agree that the PIRA Agreements are immediately terminated and are no longer in effect or otherwise legally binding upon the Parties.

## 3. Consideration

In consideration of the City of Norwood's execution and tender of its Release as set forth above, the Company hereby agrees to pay the City a total of two million two hundred fifty thousand dollars ($2,250,000) in the following installments:

| | |
|---|---|
| April 1, 2024: | $562,500.00 |
| April 1, 2025: | $562,500.00 |
| April 1, 2026: | $562,500.00 |
| April 1, 2027: | $562,500.00 |

Amounts due, but not paid when due, shall bear interest at the rate specified in ORC § 1343.03(A).

## 4. Bicycle Trail Infrastructure Credit

The City plans to invest $250,000 of the Consideration referred to in section 3 above, to acquire rights-of-way and install bicycle infrastructure through Norwood, so as to better connect its neighborhoods to each other, and the Wasson Way bike trail (collectively, the "Project"). To that end, the City is engaged with the Congress for the New Urbanism and Stantec to produce a city-wide bicycle infrastructure concept plan for the Project. The City pledges to provide recognition to the Company for a monetary contribution in the amount of $250,000 by the Company towards the pursuit of concepts developed through the Project planning process. Any use of the Company's name, logo or other Company trademark at or in connection with the Project will be subject to the Company's prior written approval, including without limitation as to the form and substance as to such use.

The City agrees that the Company shall have no control or obligations with respect to the Project, including without limitation any obligations for safety, upkeep, repair or maintenance of the bike trail and any other improvements. The Company will have no responsibility to the City or to third parties whatsoever with respect to the Project. The Parties further agree that there are no third-party beneficiaries to this Termination Agreement and Release, which shall not confer any rights or remedies upon any person other than the Parties.

The Company acknowledges that the Project is currently in the planning stages, and agrees that this Termination Agreement and Release imposes no obligation on the City to in relation to the Project beyond recognition to Company if the Project is successfully completed. If for any reason the City does not complete or otherwise develop the Project, the Parties agree to identify and mutually agree on an alternate project benefitting the Norwood community at large where prominent Company recognition will be provided in connection with such project.

## 5. Non-Admission

Nothing contained in this Termination Agreement and Release shall be construed as an admission of liability by the Parties, but rather this Termination Agreement and Release is merely entered into taking into account the best interests of the Parties.

## 6. Non-Publicity and Neutral Statement Regarding Dispute and Settlement

The Parties agree that should either of them speak publicly regarding this Termination Agreement and Release, they will provide the following information:

*The City of Norwood and Paycor, Inc. have resolved their respective obligations under the Property Investment Reimbursement Agreement and any dispute related thereto by settlement. The parties reached a mutually agreeable resolution and agreed to not discuss the matter publicly.*

## 7. Entire Agreement and Successors in Interest

This Termination Agreement and Release contains the entire agreement between the City and the Company with regard to the PIRA Agreements, the Obligations and the Dispute, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

## 8. Governing Law

This Termination Agreement and Release shall be construed and interpreted in accordance with the laws of the State of Ohio.

## 9. Additional Documents

The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Termination Agreement and Release.

## 10. Effectiveness

By the signature of the officers of the Parties below, the individual signatories warrant that they have the legal authority to bind their respective Parties to the terms of this Termination Agreement and Release. This Termination Agreement and Release shall become effective on execution.

CITY OF NORWOOD, OHIO, an Ohio municipal corporation

By: ______________________________________

(name, title) ______________________________

PAYCOR, INC., a Delaware corporation

By: ______________________________________

(name, title) ______________________________

NORWOOD, OHIO

# *Resolution No.* ________________ 20____

## A RESOLUTION CREATING AN OFFICIAL STANDING MEETING OF THE NORWOOD DIVERSITY, EQUITY, AND INCLUSION (DEI) ADVISORY BOARD

**WHEREAS,** the Members of the Norwood Diversity, Equity, and Inclusion (DEI) Advisory Board have expressed the desire to have a regular standing scheduled meeting of the DEI Advisory Board establish an official standing meeting, which members of the public can rely on when the DEI Board regularly meets now therefore

**BE IT RESOLVED** by the DEI of the City of Norwood, State of Ohio, that:

**SECTION 1.** The Members of the DEI Advisory Board have proposed a standing meeting for the first Wednesday of the month at 6 p.m.

**SECTION 2.** The DEI Advisory Board shall regularly meet on the first Wednesday of the month at 6:00 p.m. in the Norwood City Council chambers on the second floor, front, of Norwood Municipal Building at 4645 Montgomery Road, Norwood, Ohio.

**SECTION 3.** The establishment of this regularly scheduled meeting of the Norwood Diversity, Equity and Inclusion Advisory Board shall be noticed and retained, pursuant to Ohio Revised Code 731.25, and Norwood Codified Ordinance 123.01 and the Clerk of Council shall cause this resolution to be posted at all the places referred to in NCO 123.01, so that the public can easily determine when, and where, the DEI Advisory Board meets..

**PASSED**____________________
Date

____________________
Joseph S. Geers
President of Council

**ATTEST:**

Natalie Assaf, 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 ______________, 2024, 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 ______________________________, 2024.

____________________
Natalie Assaf
Clerk of Council

**APPROVED**__________________
Date

____________________
Victor Schneider
Mayor

**CERTIFICATION OF PUBLICATION:**

Natalie Assaf, the duly appointed Clerk of Council, attests that this Resolution was published in the ___________________________ on _______________ and _________________.
(Name of Newspaper) (date) (date)

______________________________
Natalie Assaf
Clerk of Council

**1st Reading** _________________________
**Date**

**2nd Reading** _________________________
**Date**

**3rd Reading** _________________________
**Date**

**All 3 Readings** ______________________
**Date**

**Tabled** ______________________________
**Date**

**Vetoed** ______________________________
**Date**

# City of Norwood Request for Ordinance, Resolution, Amendment, or Repeal

| | |
|---|---|
| Date of Request: 1/30/2024 | Date Needed: 2/27/2024 |
| Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible. | |
| Requested By: | Susan Hoover, Councilmember |
| Contact: | |
| Document Requested: | Resolution |
| Executive Summary of document needed: | |
| If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate | |
| Requesting a resolution creating an official standing meeting of the Norwood Diversity, Equity, and Inclusion (DEI) Advisory Board. The DEI Advisory Board shall regularly meet on the first Wednesday of the month at 6 p.m. in Norwood City Council Chambers. | |
| Action Requested: | Emergency - Three Readings at One Meeting with Immediate Effectivity |
| If Emergency clause or suspension of rules for all three readings is needed, explain: | |
| | |
| Special Notes/Instructions | |
| | |

Keith D Moore, Law Director
kmoore@norwoodohio.gov
513-458-4585 / 513-258-5483

Tim Garry, Jr., Assistant Law Director
tgarry@norwoodohio.gov
513-458-4588 / 513-312-1275 (rev. 01/09/2018)