



# NORWOOD CITY COUNCIL

COUNCIL CHAMBERS  
4645 MONTGOMERY RD.  
NORWOOD, OH 45212

March 10, 2026

7:30 PM

- A) CALL TO ORDER
- B) MOMENT OF REFLECTION
- C) PLEDGE OF ALLEGIANCE
- D) ROLL CALL
- E) AMENDMENT OF AGENDA
- F) MINUTES OF PREVIOUS MEETING
  - February 10, 2026
- G) REQUEST TO ADDRESS COUNCIL
- H) PUBLIC HEARINGS
- I) SPECIAL PRESENTATIONS
- J) REPORTS OF STANDING COMMITTEES OF COUNCIL
  - 1) Engagement, Communications, & Outreach Committee — February 17, 2026
  - 2) Streets, Housing & Health Committee — February 24, 2026
  - 3) Committee of the Whole — March 3, 2026
- K) ADMINISTRATION REPORTS
- L) THIRD READING OF ORDINANCES/RESOLUTIONS
- M) SECOND READING OF ORDINANCES/RESOLUTIONS
- N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS
  - 1) ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2026, AND DECLARING AN EMERGENCY
  - 2) AN ORDINANCE ADOPTING AND AUTHORIZING A STREET NAMING AND NUMBERING POLICY TO ENSURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AS WELL AS EFFECTIVE TRANSPORTATION NAVIGATION WITHIN THE CITY
  - 3) ORDINANCE PROVIDING FOR THE SUBMISSION OF THE QUESTION "SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER" TO A VOTE OF THE QUALIFIED ELECTORS OF THE CITY OF NORWOOD AND PROVIDING FOR THE ELECTION OF CHARTER COMMISSION MEMBERS AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AND DECLARING AN EMERGENCY
  - 4) ORDINANCE AUTHORIZING THE SETTLEMENT OF AN ACTION BY THE BOARD OF EDUCATION OF THE NORWOOD CITY SCHOOL DISTRICT, AND FURTHER AUTHORIZING THE MAYOR AND SAFETY/SERVICE DIRECTOR TO EXECUTE A GENERAL RELEASE AND SETTLEMENT AGREEMENT AND GLOBAL TAX INCENTIVE AGREEMENT IN RELATION THERETO, AND DECLARING AN EMERGENCY
  - 5) AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR TO SIGN AN ELECTRIC SERVICE AGREEMENT WITH DYNEGY ENERGY SERVICES EAST, LLC TO PROVIDE RETAIL POWER TO THE CITY OF NORWOOD FROM MAY 2026 TO MAY 2028, AND DECLARING AN EMERGENCY
- O) UNFINISHED BUSINESS
- P) NEW BUSINESS
- Q) COMMUNICATIONS
  - 1) Mayor Victor Schneider - February Mayor's Court Fines

*"Gem of the Highlands"*

2) Tree Board Letter

R) EXCUSE ABSENT MEMBERS

S) ADJOURNMENT

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



**Norwood City Council**  
**Council Chambers | Norwood City Hall**  
**4645 Montgomery Road | Norwood, Ohio 45212**  
**February 10, 2026 | 7:30pm**

**A) CALL TO ORDER**

The Council for the City of Norwood met in a regular session on the above date with Mr. Joseph Geers presiding. The meeting opened with a moment of reflection and the Pledge of Allegiance.

**B) MOMENT OF REFLECTION**

**C) PLEDGE OF ALLEGIANCE**

**D) ROLL CALL**

On roll call, the following members answered present: Ms. Franzen, Ms. Hoover, Mr. Provins, Ms. Bowling, Mr. Moore, Mr. Girton, and Ms. Sullivan.

**E) AMENDMENT OF AGENDA**

There were amendments made to the agenda with the removal of the Law, Ordinance, Environment, and Public Safety committee report under reports of standing committees of council. There were three added ordinances for section N: appropriations ordinance (N4), an ordinance regarding selling city property by internet auction (N5), and an ordinance regarding the final PUD (N6).

On a motion made by Mr. Girton, seconded by Ms. Bowling, it was moved to remove the Law, Ordinance, Environment, and Public Safety committee report, and to add the appropriations ordinance (N4) and the ordinance regarding selling city property (N5) to the agenda. All members present voted, "yes." The motion passed. Ms. Bowling asked Law Director Moore to explain the impact of having or not having the reading of the final PUD (N6) during the meeting.

Mr. Moore (Law Director) provided a detailed explanation of the City's current zoning code structure for Planned Unit Developments (PUDs) requiring a preliminary plan to go to the Planning Commission and then to Council, with the final plan going through the same process. Mr. Moore stated the preliminary plan is a legislative action, and the final plan is administrative as it determines whether the plan complies with the previously approved preliminary plan. Mr. Moore clarified that Council is not permitted to perform administrative acts, therefore the code provision requiring the final plan to come before Council is not valid. In conclusion, Mr. Moore stated the final plan has been approved by default, regardless of Council Action and the public hearing is being held to comply with the current code requirements, but the plans are already deemed approved.

**F) MINUTES OF PREVIOUS MEETING**

- January 27, 2026

On a motion made by Ms. Franzen, seconded by Mr. Moore, it was moved to approve the minutes. All members present voted, "yes." The motion passed.

**G) REQUEST TO ADDRESS COUNCIL**

**1) Tony Boyle**

**RE: PLK PUD**

Tony Boyle, 2739 Robertson Avenue, addressed Council regarding dissatisfaction with Council on matters related to the PLK Development and associated PUD approvals.

**2) Andrew Powell Jr.**

**RE: Discrimination at the Gatherall**

Andrew Powell Jr., 5118 Globe Avenue addressed Council regarding his former employment at the Gatherall raising concerns for mistreatment, discrimination, and workplace environment.

**3) Walter Rice**

**RE: PLK Transparency**

Walter Rice, did not provide his address, addressed Council regarding the vendor opportunities at the Factor 52 Development shifting and becoming concerns that regarding fairness, transparency, and equal treatment.

**4) Brian Jones**

**RE: PLK Development**

Brian Jones, 2702 Ida Avenue, addressed Council regarding the approved PUD behind his house having safety and environmental concerns.

**5) Diane Farrell**

**RE: PLK**

Diane Farrell, 2749 Robertson Avenue, addressed Council regarding the PLK development matter sharing disappointment and sadness regarding the handling of this matter and requesting Council to show better oversight of the project.

**6) Seth DuCasse**

**RE: FOCUS Cincinnati**

Seth DuCasse, 4285 Ashland Avenue, addressed Council regarding FOCUS Cincinnati's leadership change as he is the New Director and expressed willingness to collaborate with the City regarding food insecurity and related community needs.

**7) Kirsten James**

**RE: Black History| Community**

Kirsten James, 4305 Ashland Avenue, addressed Council in regards to Black History Month and sharing Black History is apart of American history and belongs to all people, ending with encouraging unity, mutual respect, and recognition of shared humanity.

**8) Bridget Davis**

**RE: Justice for All**

Bridget Davis, 1630 Pleasant St. #3, addressed Council regarding her experience while employed at The Gatherall and believes employees are not supported adequately.

**9) Kenny Domingoes**

**RE: Community**

Kenny Domingoes, 4305 Ashland Avenue, addressed Council regarding leadership and accountability.

**10) Darius Tweedy**

**RE: Issues Pertaining to the Gatherall**

Darius Tweedy, 3637 Wabash Avenue, addressed Council regarding Civil Rights complaints with The Ohio Civil Rights Commission and the U.S. Department of Justice, and made requests to Council ensure transparency, discourage retaliation, protect livelihoods while legal processes proceed.

**11) Ramon Tweedy**

**RE: Gatherall**

Ramon Tweedy, 2750 Park Avenue, addressed Council regarding his previous ask to Council in September regarding the treatment he has received at the Gatherall.

**12) Sunni Rene James**

**RE: Community Issues**

Sunni James, minor, addressed Council as both a resident and student, acknowledging the progress the City has made, as well as expressing concern for safety.

**13) Sonny James**

**RE: Community**

Sonny James, 4305 Ashland Avenue, addressed Council regarding concerns about fairness, representation, and community treatment.

**H) PUBLIC HEARINGS**

On November 20, 2025, the Norwood Planning Commission held a special open meeting. Regarding item #2 of the November 20, 2025, Norwood Planning Commission agenda: Mick Oaks, Associate Developer with PLK Communities is submitting a final planned unit development (PUD) plan for the property South of Robertson Avenue known as 4500 Beech Street, Norwood, Ohio 45212; 2.839 acreage Hamilton County Auditors book 651, page 0030, parcel 0206 located within NBD/PUD Neighborhood Business District/Planned Unit Development overlay, including the proposed PUD expansion 2741 Robertson Avenue, Norwood, Ohio 45212, Hamilton Auditor book 651, page 0030, parcel 0194-00. With a unanimous affirmative vote, the motion to recommend to the Norwood City Council to approve the final PUD plan, titled Factory 52 Robertson South plan stamped received by the Norwood Building Department 10/14/2025 for the project at 4500 Robertson South, including the PUD expansion of 2741 Robertson Avenue, Norwood, Ohio 45212, contingent upon the following conditions being met;

1. The dumpster corral location is to be improved upon, moved to a more acceptable location
2. That the fence shielding and landscaping around the perimeter where homes are being communicated to and approved by the Norwood Building Commissioner
3. That a traffic study, focused on Beech Street and Kenilworth Avenue, and recommendations for improvements if warranted shall be implemented and provided to the City of Norwood Building Department for review by the City Engineer.

Mr. Geers declared the public hearing open.

Anyone interested in speaking in favor of the matter was asked to step forward; no one stepped forward.

Anyone interested in speaking against the matter was asked to step forward;

- 1) Tony Boyle, 2739 Robertson Avenue spoke out against the matter and addressed Council regarding the PUD closing by default.
- 2) Sonny James, 4305 Ashland Avenue spoke out against the matter and addressed Council regarding the PUD.
- 3) Brian Jones, 272 Ida Avenue spoke out against the matter and addressed Council regarding the PUD.

Mr. Geers declared the public hearing closed.

**I) SPECIAL PRESENTATIONS**

There were no special presentations.

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

**1) Finance, Budget, Audit & Claims Committee – February 3, 2026**

On a motion made by Ms. Bowling, seconded by Ms. Franzen, it was moved to accept the committee report. All members present voted, “yes.” The motion passed.

**K) ADMINISTRATIVE REPORTS**

Mayor Schneider provided updates on several administrative matters. Mayor Schneider referenced a proposed application for Clean Ohio Trails Fund assistance to pursue acquisition of former rail corridor property traversing a portion of the city, potentially connecting to adjacent trail infrastructure, he indicated that securing such funding would be beneficial for the community. Mayor Schneider additionally referenced receiving federal funding support facilitated through the office of Greg Landsman, noting the amount of the original request, and the amount actually received, \$500,000 was approved, in partnership with Council members and the PLK Development group. Mayor Schneider encouraged residents to view the “State of the City” presentation available on the City’s Facebook page and the Norwood Community Television’s

YouTube channel. In addition to this presentation, the First District Court of Appeals and the County Auditor were made available as standalone recordings for public viewing.

James Bonsall, the City Treasurer provided an update regarding financial matters. Mr. Bonsall shared that January collections were approximately 2.3% lower than January of the prior year. Mr. Bonsall shared the following breakdown, employer withholding is up 3.5%, net profits are up 63%, individual income tax is down 74%, believing that the decline could be timing-related and indicated he would continue to provide monthly updates.

Ken Miracle, the City Auditor provided an update reporting that the city successfully closed the month of January and that end-of-month reports would be distributed to Council. Mr. Miracle provided an update on the Financial Recovery Plan (FRP), stating that multiple iterations have been submitted and that weekly meetings continue with relevant parties. Mr. Miracle noted ongoing back and forth correspondence with the Auditor of State's office, including follow-up questions requiring additional clarification. Mr. Miracle indicated that a more developed version of the FRP may be available for review following the Friday (2/13) meeting and anticipated further discussion at the next Finance Committee meeting. Mr. Miracle also stated that appropriations would be presented later in the meeting to authorize payment of invoices prior to formal completion of the FRP.

Keith Miracle, the Law Director answered a question from Council Member Moore pertaining to matters involving disputes between individual vendors and a larger operator within a development. Law Director Moore responded that the City's authority in such matters is limited and the city does generally does not have investigative authority to compel private parties to provide information. Law Director Moore concluded that enforcement of civil rights claims is not ordinarily handled by municipal government.

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

**1) AN ORDINANCE REPEALING SECTION 1305.20 OF THE NORWOOD CODIFIED ORDINANCES, ENTITLED "PLUMBER'S LICENSE AND REGISTRATION," AND MAKING RELATED AMENDMENTS TO OTHER SECTIONS OF THE NORWOOD CODIFIED ORDINANCES**

On a motion made by Ms. Bowling, seconded by Ms. Hoover, it was moved to have the third reading of the ordinance. All members present voted, "yes." The motion passed.

On a motion made by Ms. Bowling, seconded by Ms. Franzen, it was moved to pass the ordinance.

All members present voted, "yes." The motion passed.

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

There were no second readings of ordinances and/or resolutions.

**N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS**

**1) RESOLUTION DECLARING THE NECESSITY TO LEVY A RENEWAL TAX FOR CURRENT OPERATING EXPENSES IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY**

On a motion made by Ms. Franzen, seconded by MS. Hoover, it was moved to suspend the rules and have all three readings. All members present voted, "yes." The motion passed.

On a motion made by Ms. Franzen, seconded by Mr. Girton, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

**2) RESOLUTION DECLARING THE NECESSITY TO LEVY A TAX IN EXCESS OF THE TEN-MILL LIMITATION FOR GENERAL CONSTRUCTION, RECONSTRUCTION, RESURFACING, AND REPAIR OF STREETS, ROADS, AND BRIDGES IN THE CITY OF NORWOOD, AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY**

On a motion made by Mr. Girton, seconded by Ms. Franzen, it was moved to suspend the rules and have all three readings. All members present voted, "yes." The motion passed.

On a motion made by Ms. Franzen, seconded by Ms. Bowling, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

**3) A RESOLUTION OF AUTHORIZATION AND SUPPORT FOR THE SUBMISSION OF A CLEAN OHIO TRAILS FUND GRANT APPLICATION TO HELP SUPPLEMENT THE PURCHASE OF 16.33 ARCHES FROM NORFOLK & WESTERN RAILWAY FOR THE PURPOSE OF LINEAR GREENWAY TRAIL AND PRESERVATION OF OPEN, AMENITY SPACE CORRIDOR FOR THE BENEFIT OF THE GENERAL PUBLIC, RECREATION, TOURISM, AND TRANSPORTATION**

On a motion made by Ms. Franzen, seconded by Ms. Hoover, it was moved to suspend the rules and have all three readings. All members present voted, "yes." The motion passed.

On a motion made by Ms. Bowling, seconded by Mr. Moore, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

**4) ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2026, AND DECLARING AN EMERGENCY**

On a motion made by Mr. Girton, seconded by Ms. Bowling, it was moved to suspend the rules and have all three readings. All members present voted, "yes." The motion passed.

On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to pass the ordinance. All members present voted, "yes." The motion passed.

**5) RESOLUTION DECLARING INTENT TO SELL UNNEEDED, OBSOLETE, OR UNFIT CITY PERSONAL PROPERTY BY INTERNET AUCTION DURING CALENDAR YEAR 2026, AND DECLARING AN EMERGENCY**

On a motion made by Ms. Franzen, seconded by Mr. Girton, it was moved to amend the resolution as stated adding under section two or Hamilton County online public auction. All members present voted, "yes." The motion passed.

On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to suspend the rules and have all of the readings of the resolutions as amended. All members present voted, "yes." The motion passed.

On a motion made by Ms. Hoover, seconded by Ms. Bowling, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

**O) UNFINISHED BUSINESS**

There were questions regarding resolutions passed, and the next steps for delivery. The Clerk of Council's Office sends certified resolutions to the County Auditor.

**P) NEW BUSINESS**

Ms. Hoover shared historical data and information regarding the amount of time it took to receive the parks grant from the office of Greg Landsman. Ms. Hoover provided an update regarding Norwood's 13 percent increase in recycling from 2023 to 2025. Ms. Hoover also shared there will be a Sustainability Summit in partnership with the Norwood Board of Health, occurring on March 4<sup>th</sup> and March 14<sup>th</sup>, this will include information on the new community composting program that will be coming to Norwood in the spring in partnership with Queen City Compost. Mr. Girton shared that the Finance committee would be meeting on February 19<sup>th</sup> at 6:30PM. Mr. Moore asked committee members to set a date for the Community Engagement Committee, the committee would be meeting on February 17 at 5:30PM. Ms. Hoover asked Housing committee members to determine a time, the committee will be meeting on February 24 at 6:30PM. Lastly, the Committee of the Whole scheduled their meeting for March 3<sup>rd</sup>.

**Q) COMMUNICATIONS**

**1) Ohio Division of Liquor Control Re: Buca Restaurants Inc**

On a motion made by Ms. Bowling, seconded by Mr. Girton, it was moved to receive and file the communication as if read with no objections. All members present voted, "yes." The motion passed.

**2) Norwood Planning Commission Re: Memorandum**

On a motion made by Ms. Hoover, seconded by Ms. Sullivan, it was moved to receive and file the communication as if read. All members present voted, "yes." The motion passed.

**3) Mayor Victor Schneider Re: Letter to Council**

On a motion made by Ms. Franzen, seconded by Ms. Bowling, it was moved to receive and file the letter as if read and confirm the salary noted within the communication. All members present voted, "yes." The motion passed.

**4) Tim, Garry, Assistant Law Director Re: Letter to Council**

On a motion made by Ms. Hoover, seconded by Mr. Moore, it was moved to receive and file the communication as if read and place into the communication committee. All members present voted, "yes." The motion passed.

**R) EXCUSE ABSENT MEMBERS**

There were no absent members.

**S) ADJOURNMENT**

On a motion made by Mr. Moore, seconded by Ms. Franzen, it was moved to adjourn. All members present voted, "yes." The motion passed.

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**Kelsi Goins**  
**Clerk of Council**

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**Joseph S. Geers**  
**President of Council**

**ORDINANCE TO CHANGE APPROPRIATIONS FOR THE YEAR 2026,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, Council wishes to increase and/or decrease appropriation line items for 2026; now therefore,

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

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

**See Attached Exhibit “A”**

**SECTION 2.** This ordinance is hereby declared an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety, and general welfare, and shall go into effect forthwith. The reason for said emergency is to increase and/or decrease certain appropriation line items.

**PASSED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph S. Geers  
President of Council

**ATTEST:**

Kelsi Goins, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**APPROVED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was published on the City of Norwood’s website-news page at <https://norwoodohio.gov/news> and the City of Norwood’s Facebook page at <https://www.facebook.com/NorwoodOhio.gov> on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

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

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

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

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

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

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

**3/3/2026**  
**EXHIBIT A**

**Increase In Appropriations in the Following Funds:**

<b>5051-0000-57400</b>	Refuse Collection
<b>1001-0400-57200</b>	Law Director Contractual Services
<b>1001-0950-57200</b>	Norcom Contractual Services
<b>2011</b>	Federally foreited Property (DAG)
<b>2012</b>	Drug Law Enforcement
<b>2025</b>	Homeland Security
<b>2033</b>	Employee Flex Spending
<b>2016</b>	Pace Telecommunications Fund

**Decrease In Appropriations in the Following Funds:**

\$	189,000.00
\$	20,000.00
\$	61,625.00
\$	60,000.00
\$	14,491.02
\$	23,000.00
\$	15,000.00
\$	30,000.00

**3/3/2026**  
**EXHIBIT A**

**Increase In Appropriations in the Following Funds:**

<b>5051-0000-57400</b>	Refuse Collection	\$	189,000.00
<b>1001-0400-57200</b>	Law Director Contractual Services	\$	20,000.00
<b>1001-0950-57200</b>	Norcom Contractual Services	\$	61,625.00
<b>2011</b>	Federally foreited Property (DAG)	\$	60,000.00
<b>2012</b>	Drug Law Enforcement	\$	14,491.02
<b>2025</b>	Homeland Security	\$	23,000.00
<b>2033</b>	Employee Flex Spending	\$	15,000.00
<b>2016</b>	Pace Telecommunications Fund	\$	30,000.00

**Decrease In Appropriations in the Following Funds:**

**AN ORDINANCE ADOPTING AND AUTHORIZING A STREET NAMING AND NUMBERING POLICY TO ENSURE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE, AS WELL AS EFFECTIVE TRANSPORTATION NAVIGATION WITHIN THE CITY**

**WHEREAS**, Chapter 4511 of the Ohio Revised Code authorizes various Traffic Laws, including establishing a uniform system of traffic control devices for the purpose of regulating, warning, or guiding traffic, including signs denoting the names of streets, and establishing responsibilities for these with the Norwood Safety Service Director; and

**WHEREAS**, Chapters 735 and 737 of the Ohio Revised Code list the various roles and responsibilities of the Director of Public Service and/or Director of Public Safety, as they relate to building, development, planning and platting, property management, fire, police, and transportation matters within their purview; and

**WHEREAS**, Chapters 139 and 305 of the Norwood Codified Ordinances mirrors these responsibilities and entrust oversight of these with the Norwood Safety Service Director; and

**WHEREAS**, Sections 723.04, 723.05 and 715.26 of the Ohio Revised Code recognize the right of the municipal legislature to change the name, vacate, and narrow streets, and to regulate the assignment of building numbers; and

**WHEREAS**, the purpose of a formal Street Naming and Numbering Policy is to develop and adopt a uniform classification system for efficient and relatively simple property identification in order to improve accessibility, deliveries, emergency response, navigation for businesses, residents, and the general public; and

**WHEREAS**, the City also desires to create and implement a Street Naming & Numbering Policy that is easy to administer and has a streamlined approval process;

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

**SECTION 1.** That Section 919.01(b) – OBJECTIVES, of the City of Norwood Codified Ordinances, is hereby amended by adding a new subsection (9), as provided below:

(9) To provide for the accurate, logical, and orderly assignment of road names and numbers for all private and public roads within Norwood, as well as all existing and future buildings, dwellings, establishments, and structures, to ensure proper building, lot, and site identification. Specific requirements shall be contained within Section 305.10 to 305.16.

**SECTION 2.** That Chapter 305 of the Norwood Codified Ordinances is hereby amended by adding new Sections 305.10 to 305.16 concerning street addressing policies, to read as follows:

**305.10 STREET NAMING & NUMBERING POLICY.**

(a) Authority, Purpose, and Use. Consistent with:

- Sections 723.04, 05, 715.26 of the Ohio Revised Code;
- Section 1301.7.7.05 of the Ohio Administrative (Fire) Code;

- Ohio Building Code, Section 502;
- Sections 305.02, 305.04, and 305.05 of the Norwood Codified Ordinances; and,
- Long-standing municipal police powers for the coordinated, logical, safe, and uniform identification and designation of local road addressing and naming;

the following objectives represent the basis of this Policy:

- To codify an approach for the accurate and logical assignment of road names and numbers for all private and public roads within Norwood, as well as all existing and future buildings, dwellings, establishments, and structures, to ensure proper building, lot, and site identification.
- To ensure such Policy is relatively consistent with the needs and practices of emergency first responders, U. S. Postal Service, other delivery couriers, and utilities for convenient, efficient, responsiveness, and basic City orientation.
- To offer the same for members of the general public in the timely and efficient provision of deliveries, identification, and related services to businesses, residents, and visitors.
- To avoid or minimize confusion and conflicts so as to best serve the health, safety, and general welfare of the population.

(b) For this Policy, when the general word “road” is used, it is intended to include and be used interchangeably with street, and all other types of “Road Classifications” noted below. Otherwise, a capitalized definition and term shall denote and have a particular meaning. Each building or structure, whether on an independent or single lot or not, shall have its own unique road address number and name. In instances where a building or structure is not fronting/located on a public or private road, but instead along an access drive, fire lane, or parking way, the Safety Service Director, or his delegate, may require additional addressing solutions and internal property signage.

#### 305.11 ADMINISTRATION:

(a) In consultation with staff in the Building and Fire Departments, the Safety Service Director shall ultimately be responsible for independently approving all road names and addresses. The Safety Service Director may delegate this administrative function to a staff member to prepare a formal recommendation for his written approval, and conditions.

(b) Applications and requests for road addressing and naming shall be reviewed and approved during the final approval of any building permit, land development, Planned Unit Development, or subdivision plan. This will avoid endorsing road addressing prematurely before an associated plan, proposed driveway or road access is determined. In no case shall the City approve a building, or development, and allow for its recordation with the Hamilton County Recorder of Deeds, without having approved or fully resolved the road addressing. Further, the applicant, where and when appropriate, shall show and be required to have addressing completed for the entire development to avoid haphazard or piecemeal addressing. Phasing may be allowed by the Safety Service Director.

(c) Minor Modifications and Waivers. The Safety Service Director or their delegate may make minor changes to this Policy for specific or unique cases or developments, provided the change is still consistent with the general objectives of this Policy, and appropriate emergency and safety practices. For example, rather than having N (Even) and S (Odd) Numbers for a cul-de-sac / dead-end access or road, a developer or owner may request all to be sequential.

### 305.12 ROAD NAMES

Road names shall:

- (a) Be relatively easy to spell and pronounce.
- (b) Ideally, be less than 13 characters (e.g., Bredensteiner, Massachusetts).
- (c) Not be duplicative, identical, similar, or sound alike (e.g., Shadow vs. Chateau, Terre-haute vs. Thoreau) or be the same as other names within Norwood, or adjacent community or municipality.
- (d) Not be of an unconventional English spelling (e.g., Siobhan [Gaelic]).
- (e) Be continuous for the entire length of the road, so as not be broken or divided unless by a major arterial road intersection. In these cases, an East-West, North-South prefix may be used.
- (f) Not include any hyphenation.
- (g) Be appropriate, dignified, and not meant to offend or be obscene.

### 305.13 ROAD NAME SUFFIX

Generally, the City of Norwood prefers the use of "Avenues" for all of its roads. The following are not preferred, but may be allowed:

- a. "Street" shall be reserved for E-W direction roads.
- b. "Boulevard" or "Parkway" shall be reserved for diagonal or grand, scenic roads with a minimal amount of access points, entrances, or driveways.
- c. "Road" shall be used for major throughfares, such as collectors and arterials.
- d. "Crescent," "Circle," or "Drive" shall be reserved for curvilinear, loop, or winding roads.
- e. "Court", "Lane", "Place", or "Way" shall be reserved for minor dead-end roads, cul-de-sacs, and private access drives.

### 305.14 ROAD ADDRESS NUMBERS

Address numbers shall:

- (a) Begin at the baseline or begin at an existing road intersection, and extend outward in a logical and sequential manner.
- (b) Not contain more than four (4) digits.
- (c) Be displayed on the side of the building or structure that faces the road where the main entrance is located so as to be both legible and visible. Numbers should not be placed on rear entrances, access points, or alleys, unless the building's main entrance does not face the road it is addressed to. In such cases, where the main entrance does not face the addressed street, the numbers may be displayed both on the front of the building and on the side that faces the road. In these cases and corner lots, the Safety Service Director or designee shall ultimately decide what is the best, most prominent, and safest location.
- (d) Be assigned to every potential lot, parcel, building or structure at a minimal interval of twenty-five (25) feet per road frontage, unless associated with certain narrow developments or lots, such as townhouses.
- (e) Have a new, one-hundredth (100) decimal sequence at every public or private road intersection or block separation, where appropriate.
- (f) Be made of a solid color (not clear), of a durable metal or plastic material, and be relatively maintenance-free. In no case shall the height of such number be less than four (4) inches in height, with a minimum stroke width of a half (1/2) inch. In cases

where the numbers cannot be readily seen from the road, are greater than seventy-five (75) from the right-of-way, or at the recommendation of the Chief Building Official or Fire Chief, then identification shall also be mounted on a monument or pole with a minimum height of six (6) feet.

- (g) Be placed on a background color that is contrasting or distinguishable from the number colors (i.e., no white numbers on white background).
- (h) Be illuminated for apartments and multi-family dwellings and all commercial and industrial buildings or structures.
- (i) The use of road number suffix (e.g., ½ or A–B) shall be avoided. Duplexes and semi-detached residences shall be given individual numbers.
- (j) Road numbering shall be consecutive, especially where designating new blocks or lots that are not previously laid out or subdivided.
- (k) Odd numbers shall generally be given on South side and West side of roads.
- (l) Even numbers, etc., shall generally be given on North side and East side of roads.

#### 305.15 MULTI-OCCUPANCY / USE BUILDINGS AND STRUCTURES

For applications and proposed multiple buildings, campuses, and structures, the Safety Service Director or his delegate may require, as a condition of approval, the use of additional, illuminated ground, access drive, or road signage to provide enhanced direction wayfinding within any commercial, industrial, office, mixed-use, or residential development. These shall be required as part of the building permit stage, prior to the release of any occupancy certificate(s).

#### 305.16 APPEALS

Any appeal of a decision or determination made by the Safety Service Director or his designee, including matters relating to addressing on private property and not within the public right-of-way, shall be made to the Norwood Planning Commission within thirty (30) days of receiving the Safety Service Director’s formal decision as per Section 919.21 of the Norwood Codified Ordinances. The appellant shall file a written request for an alternate decision, reversal, or relief from any conditions by thoroughly explaining their reasons for the appeal, and/or providing for an alternate solution or modification consistent with the purposes and objectives of this Policy.

**SECTION 3.** A non-binding administrative checklist example is attached to this Ordinance as Exhibit “A”.

**SECTION 4.** Should any section, subsection, sentence, clause, or phrase of this Ordinance, may for any reason, be determined by a court of competent jurisdiction as invalid, unlawful, or unconstitutional, such decision shall not affect the validity of the remaining portions.

**SECTION 5.** This Ordinance shall become effective at the earliest date allowed by law, and no later than thirty (30) days after its adoption and approval by City Council.

**PASSED:** \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph S. Geers  
President of Council

**ATTEST:**

Kelsi Goins, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**APPROVED:** \_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at <https://norwoodohio.gov/news> and the City of Norwood's Facebook page at <https://www.facebook.com/NorwoodOhio.gov> on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**ORDINANCE READINGS:**

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

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

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

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

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

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

EXHIBIT "A" - ROAD ADDRESS & NAMING  
CHECKLIST & WORKSHEET

This example form, or any subsequent revision, may serve as both a checklist for Policy conformity, as well as the City's approval certificate.

		Acceptable - N/A	Non-compliance
1.	Name of applicant, developer, owner. Verify against HC Auditor records.		
2.	HC Auditor Tax Parcel IDs.		
3.	Indicate any associated permit# and status (dates) of associated City building or land-use approvals, if applicable. <i>Are these permits – plans pending, premature, or unapproved?</i>		
4.	Has the applicant submitted all supporting materials, and plan or survey at a scale no greater than 1": 40' to ensure legibility for review?		
5.	Has this application and materials been circulated to Bld. Dept., Fire Dept., PW, and have their comments been received / resolved?		
6.	Has the applicant also made a request for access – driveway permit per Chap. 909 of Norwood Gen. Code?		
7.	Proposed road name(s) – has applicant provided suggested names / verified that <i>no equivalent or similar name is already used in Norwood / adjacent municipality?</i>		
8.	Are secondary names required (e.g., larger apartment, commercial, industrial campuses)? <i>If so, has additional signage and lighting been provided?</i>		
9.	Proposed road numbers are acceptable / sequential / correct location.		

10.	Provided proposed road number materials/manufacturer specifications are acceptable / durable.		
11.	ROAD NAME SIGN FACES shall be bonded to two-sided, 0.063 inch thick sign blanks. Street name legends shall be printed in heights of 6 inch on 12 inch blade, and 8 inch on 18 inch blades upper and lower case. FHWA Series D 2000 EX lettering shall be used on all signs 9 inch and 18 inch blades and FHWA Series C 2000 EX lettering for all 12 inch sign blades. Prefixes and suffixes shall be printed in heights of 3, and 4 inch upper and lower case, and centered. The minimum distance between the edge of the sign and the first or last letter of the street name, prefix, or suffix shall be 4 inch.		
12.	ROAD NAME SIGN SUPPORTS for double-faced street name signs shall be either 2.5 inch X 14 foot long post, or 4 inch X 21 foot long post fabricated from new, hot dipped galvanized steel pipe, embedded in concrete. The 2.5 inch supports shall be concreted in a hole with a minimum depth of 3 feet, and a diameter of 10 inches. The post shall have a minimum height of 11 feet above ground level. Four (4) inch supports shall be concreted in a hole with a minimum depth of 3 feet, and a diameter of 10 inches.		

**ORDINANCE PROVIDING FOR THE SUBMISSION OF THE QUESTION "SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER" TO A VOTE OF THE QUALIFIED ELECTORS OF THE CITY OF NORWOOD AND PROVIDING FOR THE ELECTION OF CHARTER COMMISSION MEMBERS AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AND DECLARING AN EMERGENCY**

**WHEREAS**, the method of adopting a home rule charter is prescribed by the Constitution of the State of Ohio, Article XVIII, Section 8; and

**WHEREAS**, a municipal home rule charter would constitute the constitution for the City of Norwood, establish its governmental organization and control the exercise of those powers of local self-government granted to it by the Ohio Constitution and the General Assembly; and

**WHEREAS**, a municipal home rule charter would provide a local, tailor-made framework of government unhampered by the rigidity of statutory mandates, and would be more responsive to local needs and wants and capabilities than the statutory form of government; and

**WHEREAS**, a municipal home rule charter would allow the citizens of Norwood to provide for the distribution of municipal powers and duties as they see fit, rather than relying upon the General Assembly, as required under the statutory form of government; and

**WHEREAS**, a municipal home rule charter may be drafted to strengthen the democratic processes and promote more efficient government than is available under the statutory form; and

**WHEREAS**, hundreds of municipalities in Ohio have already adopted municipal home rule charters, including the City of Cincinnati; and

**WHEREAS**, Council must pass an Ordinance which states the time for the holding of the election, which shall be not less than sixty nor more than one hundred and twenty days after the passage of the Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWOOD, HAMILTON COUNTY, STATE OF OHIO, THAT:**

**SECTION ONE:** The question "Shall a Commission be chosen to frame a charter?" shall be submitted to a vote of the qualified electors of the City of Norwood at the regular municipal election to be held on the third (3d) day of November, 2026, at the regular places and hours of voting in Norwood as established by the Hamilton County Board of Elections. The question shall be submitted in the following form:

"Shall a Commission be chosen to frame a charter?"

To the left or right of such wording, or as otherwise prescribed by the Hamilton County Board of Elections or Secretary of State, shall appear, in boxes with appropriate places for marking, the words "Yes" and "No", and each voter shall indicate his or her vote by placing an appropriate mark in one of the places provided.

**SECTION TWO:** The ballot submitted to the qualified electors of the City of Norwood shall also provide for the election of fifteen (15) members of the Charter Commission from the City at large. The ballot for the election of commission members shall bear no party designation. It shall have printed thereon the name of all electors who have been nominated in accordance with Section Four of this Ordinance. The ballot shall have directions to aid the qualified electors, such

as "Vote for no more than fifteen" and other directions as the Hamilton County Board of Elections deems appropriate and necessary.

**SECTION THREE:** If a majority of qualified electors voting on the question "Shall a Commission be chosen to frame a charter?" vote in the affirmative, the fifteen candidates receiving the largest number of votes shall constitute the Charter Commission to frame a charter.

**SECTION FOUR:** All nominations for members of the Charter Commission shall be made by nomination petitions as prescribed by the Hamilton County Board of Elections and/or the Ohio Secretary of State. Each individual shall submit nomination petitions signed by not less than fifty (50) persons eligible to vote at regular municipal elections, pursuant to Ohio Revised Code Section 3513.25 and any other provisions of general law. Nomination petitions shall be filed with the Hamilton County Board of Elections within the time frame prescribed by general law, no later than fifty days prior to the November 8, 2026, election. Nomination petitions shall be on the form for single candidates only.

**SECTION FIVE:** The ballots to be printed for the election of persons for the Charter Commission shall be printed and rotated to meet the rotational requirements of Ohio Revised Code Section 3505.03 and any other provisions of general law.

**SECTION SIX:** The ballots shall be printed so as to give each qualified elector a clear opportunity to designate his/her choice of candidates. Provisions shall be made on the ballot to allow the qualified elector to write in the name or names of any person or persons not printed on the ballot for whom he/she desires to vote.

**SECTION SEVEN:** The Clerk of Council is hereby directed to certify a copy of this Ordinance forthwith to the Hamilton County Board of Elections, and to give public notice of the time and place of holding the election, by publication at least ten days prior to the date of the election in one or more newspapers of general circulation in the City of Norwood.

**SECTION EIGHT:** Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Norwood, to allow this measure to appear on the November 3, 2026, ballot. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

**PASSED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph S. Geers  
President of Council

**ATTEST:**

Kelsi Goins, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**APPROVED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at <https://norwoodohio.gov/news> and the City of Norwood's Facebook page at <https://www.facebook.com/NorwoodOhio.gov> on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

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

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

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

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

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

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



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

Date of Request: 3/3/2026

Date Needed: 3/10/2026

Request(s) should be submitted by Wednesday at noon, before the date needed for Council, earlier if possible.

Requested By: Jason Provins  
Contact: jprovins@norwoodohio.gov

Document Requested: Ordinance

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)

Executive Summary – Charter Commission Ordinance

Purpose

This ordinance submits to Norwood voters the question of whether a 15-member Charter Commission should be elected to draft a proposed municipal charter pursuant to Article XVIII, Section 8 of the Ohio Constitution.

What the Ordinance Does

- Places the question before voters:  
“Shall a commission be chosen to frame a charter?”
- Provides for the election of fifteen (15) Charter Commission members at the same election.
- Directs the Clerk of Council to certify the ordinance to the Hamilton County Board of Elections.

What a “Yes” Vote Means

- If approved by voters:
- The 15 highest vote-getters form the Charter Commission.
  - The Commission drafts a proposed charter.
  - The proposed charter returns to voters for final approval at a later election.

Important Note

This ordinance does not adopt a charter or change the city’s form of government. It only allows voters to decide whether a commission should be formed to draft one.

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

**ORDINANCE AUTHORIZING THE SETTLEMENT OF AN ACTION BY THE BOARD OF EDUCATION OF THE NORWOOD CITY SCHOOL DISTRICT, AND FURTHER AUTHORIZING THE MAYOR AND SAFETY/SERVICE DIRECTOR TO EXECUTE A GENERAL RELEASE AND SETTLEMENT AGREEMENT AND GLOBAL TAX INCENTIVE AGREEMENT IN RELATION THERETO, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Education of the Norwood City School District (hereinafter the “Board” or “School District”), and the City of Norwood, Ohio (the “City”), are Parties to an action filed in the Hamilton County, Ohio, Court of Common Pleas captioned *The Board of Education of the Norwood City School District vs. The City of Norwood, Ohio*, Case No. A 2501721 (hereinafter the “Action”) regarding provisions of the Norwood Community Reinvestment Act (“CRA”) Program; and

**WHEREAS**, the City has denied and continues to deny the validity of the claims raised in the Action; and

**WHEREAS**, Members of the Board have expressed concerns about the City’s overall approach to tax incentives to spur development in the City, concerns aggravated by recent policy changes by the State and Federal Governments regarding the funding of public schools; and

**WHEREAS**, in consideration of those broader concerns of the Board and in the context of the aforementioned Action, the Parties to this Action and their counsel have engaged in extensive discussions relating to the goals and methods of the Norwood CRA program and the City’s use of real property tax incentives, as well as the potential settlement of the Action; and

**WHEREAS**, the Parties desire to create a framework for future economic development incentives and conclude the litigation in a manner which will permit the Parties to strengthen and maintain a cooperative working relationship between the Parties for the betterment of Norwood; and

**WHEREAS**, the Parties have negotiated two related agreements, to wit: (1) General Release and Settlement Agreement and (2) Global Tax Incentive Agreement to resolve their differences; and

**WHEREAS**, because of the cost, uncertainty, and antagonisms of litigation, and to increase the likelihood of a productive future working relationship, the Parties desire to enter the aforesaid agreements, which provide for the settlement of the Action and that the Action referred to above will be dismissed with prejudice; now therefore,

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

**SECTION 1.** The Mayor and Service/Safety Director are hereby authorized to sign the General Release and Settlement Agreement in substantially the form attached as Exhibit “A”, and the Law Director and Assistant Law Director are authorized to execute an Agreed Judgment Entry to the same effect.

**SECTION 2.** The Mayor and Service/Safety Director are hereby authorized to sign the Global Tax Incentive Agreement in substantially the form attached as Exhibit “B”.

**SECTION 3.** This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety, to resolve the claim pending in the Hamilton County Court of Common Pleas, and to avoid further time and attorneys' fees spent on this matter.

**PASSED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph S Geers  
President of Council

**ATTEST:**

Kelsi Goins, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**APPROVED** \_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at <https://norwoodohio.gov/news> and the City of Norwood's Facebook page at <https://www.facebook.com/NorwoodOhio.gov> on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

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

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

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

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

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

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR TO SIGN AN ELECTRIC SERVICE AGREEMENT WITH DYNEGY ENERGY SERVICES EAST, LLC TO PROVIDE RETAIL POWER TO THE CITY OF NORWOOD FROM MAY 2026 TO MAY 2028, AND DECLARING AN EMERGENCY**

**WHEREAS**, in 2020, the City of Norwood entered into an Electric Service Agreement with Dynegy Energy Services East, LLC ("Dynegy") to supply the City's retail electric power; and

**WHEREAS**, the City of Norwood's current Electric Service Agreement with Dynegy is expiring; and

**WHEREAS**, Dynegy is offering an Electric Service Agreement from May 2026 to May 2028, which the City's electric power consultant, Energy Alliances, Inc., is recommending to the City as representing a cost savings under the normal cost of retail electric power not to exceed the price of \$0.07368 per kilowatt hour (kWh); now therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWOOD, HAMILTON COUNTY, STATE OF OHIO:**

**SECTION 1.** This Council authorizes the Mayor and the Safety-Service Director to sign an Electric Service Agreement with Dynegy Energy Services East, LLC on behalf of the City of Norwood to supply the City's retail electric power from May 2026 to May 2028, attached hereto as Exhibit "A", not to exceed the price of \$0.07368 per kilowatt hour (kWh).

**SECTION 2.** The City Auditor is authorized to draw, and the City Treasurer is authorized to pay warrants pursuant to Exhibit "A", approximately monthly for the term of the Electric Service Agreement.

**SECTION 3.** This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety, and general welfare, and shall go into effect forthwith. The reason for said emergency is the necessity to proceed to enter into the Electric Service Agreement for discounted retail/electric power used by the City of Norwood, given that electric power is a commodity that frequently experiences rate fluctuations.

**PASSED:** \_\_\_\_\_  
Date

\_\_\_\_\_  
Joseph S. Geers  
President of Council

**ATTEST:**

Kelsi Goins, 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 \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

**APPROVED:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victor Schneider  
Mayor

**CERTIFICATION OF PUBLICATION:**

Kelsi Goins, the duly appointed Clerk of Council, attests that this ordinance was published on the City of Norwood's website-news page at <https://norwoodohio.gov/news> and the City of Norwood's Facebook page at <https://www.facebook.com/NorwoodOhio.gov> on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Kelsi Goins  
Clerk of Council

1st Reading \_\_\_\_\_  
Date

2nd Reading \_\_\_\_\_  
Date

3rd Reading \_\_\_\_\_  
Date

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

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

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



**ELECTRIC SERVICE AGREEMENT  
EXHIBIT A – Standard Large Stable  
Issued: March 3, 2026**

This offer is presented to **CITY OF NORWOOD OHIO** (“Customer”) by **DYNEGY ENERGY SERVICES EAST, LLC** (“Supplier”) and represents a price for Customer’s full requirement retail power (“Retail Power”) needs at the service location(s) listed in Table 2, each service location referred to as an (“Account”). Upon acceptance, this offer will become Exhibit A of Supplier’s Electric Service Agreement Terms and Conditions (“Agreement”), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility (“Utility”) noted in Table 1.

Table 1							
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):	Voluntary EFEC Quantity (%):	*Bill Method
	Q-00989234	May 2026	May 2028	\$0.07368	N/A	N/A	UCB
<b>Utility:</b>		Duke Energy					
<b>Regional Transmission Organization (RTO):</b>		PJM					
<b>Broker Consultant (If blank, N/A):</b>		Energy Alliances, Inc					

**\*Detailed description of the bill method can be found in Section 4.**

**Power Price:** Supplier will arrange for delivery of Customer’s Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards (“RPS”) requirements, if applicable, the charge for additional voluntary RECs, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer’s Retail Power.

**Voluntary REC Quantity:** If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer’s obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

**Voluntary EFEC Charge:** If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

**Emission Free Energy Certificates:** Supplier agrees to provide emission free energy supply based on Customer’s specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate (“EFEC”), an Alternative Energy Certificate (“AEC”), a Zero Emission Certificate (“ZEC”), or any other recognized instrument representing emission free energy, collectively a “Certificate.” Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer’s actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer’s actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written

consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

**Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.**

---

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

Customer represents that each Account receives electric service pursuant to a nonresidential tariff, as defined by the Utility, and each Account has a demand for electricity that exceeds twenty-five kilowatts within the last twelve months as of the time of execution of this Agreement or, if Customer manages multiple electric meters, within the last twelve months the electricity demand for at least one of the meters is twenty-five kilowatts or more.

**This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.**

**IN WITNESS WHEREOF**, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<b>DYNEGY ENERGY SERVICES EAST, LLC</b> By: _____ Name: _____ Title: _____ Date: _____	<b>CITY OF NORWOOD OHIO</b> By: _____ Name: _____ Title: _____ Date: _____ **Signatory certifies authorization to enter in to this Agreement
--	---

**BILLING AND NOTICE INFORMATION**

FEIN or DUNS#: \_\_\_\_\_

Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

**Invoices** (Complete below section)

Attn: Accounts Payable \_\_\_\_\_

Address: 4645 Montgomery Rd  
Norwood  
OH 45212 \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

**Notices**

Attn: \_\_\_\_\_

Address: 4645 Montgomery Rd  
Norwood , OH 45212 \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

**Sales Contact**

Name: Derek R King \_\_\_\_\_

Address: 312 Walnut Street, Ste 1500  
Cincinnati  
OH 45202 \_\_\_\_\_

E-mail: derek.king@vistracorp.com \_\_\_\_\_

Phone: (859) 486-4032 \_\_\_\_\_

**Notices/Inquires**

Attn: Customer Care \_\_\_\_\_

Address: 6555 Sierra Drive  
Irving  
TX 75039 \_\_\_\_\_

E-mail: DESBusinessCare@vistraenergy.com \_\_\_\_\_

Phone: 800-920-5039 \_\_\_\_\_

**Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.**

**ELECTRIC SERVICE AGREEMENT**  
**ACCOUNT INFORMATION SHEET FOR**  
**CITY OF NORWOOD OHIO AS OF 03/03/2026**

<b>TABLE 2</b>			
<b>Utility: Duke Energy</b>			
	<b>Account #</b>	<b>Bill Group</b>	<b>Service Location</b>
1	910182640752Z114875315	16	
2	910182938864Z114850118	16	
3	910117339094Z110114650	19	CINCINNATI OH 45212
4	910117339135Z108982775	19	CINCINNATI OH 45212
5	910117339135Z110460955	19	CINCINNATI OH 45212
6	910117509820Z109467454	19	CINCINNATI OH 45212
7	910117509820Z109600820	19	CINCINNATI OH 45212
8	910118013891Z109893350	19	CINCINNATI OH 45212
9	910118349090Z110391030	15	CINCINNATI OH 45212
10	910118377268Z109158969	16	CINCINNATI OH 45212
11	910118765943Z110072411	19	CINCINNATI OH 45212
12	910118765993Z109164607	16	CINCINNATI OH 45212
13	910118810032Z110764111	16	CINCINNATI OH 45212
14	910118810074Z109885210	16	CINCINNATI OH 45212
15	910119142116Z109081516	16	CINCINNATI OH 45212
16	910119142207Z109372663	15	CINCINNATI OH 45212
17	910119142257Z109630736	19	CINCINNATI OH 45212
18	910119142314Z110148240	16	CINCINNATI OH 45212
19	910119142356Z109098379	19	CINCINNATI OH 45212
20	910119142421Z109675203	15	CINCINNATI OH 45212
21	910119142471Z109209248	19	CINCINNATI OH 45212
22	910119142520Z109133084	16	CINCINNATI OH 45212
23	910119142520Z109199782	16	CINCINNATI OH 45212
24	910119142520Z109232836	16	CINCINNATI OH 45212
25	910119142520Z109577570	16	CINCINNATI OH 45212
26	910119142520Z109664402	16	CINCINNATI OH 45212
27	910119142520Z109999367	16	CINCINNATI OH 45212

28	910119142562Z109402451	15	CINCINNATI OH 45212
29	910119142611Z109149425	16	CINCINNATI OH 45212
30	910119142645Z109603632	19	CINCINNATI OH 45212
31	910119142710Z109636788	19	CINCINNATI OH 45212
32	910119142752Z109613139	16	CINCINNATI OH 45212
33	910119142752Z110128923	16	CINCINNATI OH 45212
34	910119142819Z109120916	19	CINCINNATI OH 45212
35	910119142851Z109191299	15	CINCINNATI OH 45212
36	910119142900Z109877457	19	CINCINNATI OH 45212
37	910119142942Z110691740	19	CINCINNATI OH 45212
38	910119142992Z109116996	19	CINCINNATI OH 45212
39	910119143068Z109484898	19	CINCINNATI OH 45212
40	910119143068Z109647017	19	4701 MONTGOMERY RD Cincinnati OH 45212
41	910119143117Z109220837	19	CINCINNATI OH 45212
42	910119143167Z110426544	19	CINCINNATI OH 45212
43	910119143208Z110336650	19	CINCINNATI OH 45212
44	910119143258Z109644989	19	CINCINNATI OH 45212
45	910119143307Z110540859	16	CINCINNATI OH 45212
46	910119143357Z109567309	17	CINCINNATI OH 45212
47	910119143414Z110054781	15	CINCINNATI OH 45212
48	910119144829Z110207146	16	CINCINNATI OH 45212
49	910119608474Z110165771	19	CINCINNATI OH 45212
50	910119608474Z110518404	19	CINCINNATI OH 45212
51	910119608523Z109749718	19	CINCINNATI OH 45212
52	910124089478Z113916657	15	CINCINNATI OH 45212

**ELECTRIC SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

**1. ELECTRIC ENERGY SERVICES**

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. In the event the Utility notifies Supplier that meters are required to be added and/or deleted to Customer's account due to regulatory rules and/or regulations Supplier is authorized to add and/or delete such meters on Customer's account. Deleted meters may be subject to Early Termination payments as referenced in Section 14. If such addition of meter requires a modification of Customer's rate, Supplier shall 1) provide written notice to Customer; and 2) any new meters added will be subject to a Variable Rate until a mutual agreement is reached on the new rate for such additional meters. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer's Utility may charge switching fees to the customer. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and Customer agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

**2. TERM OF AGREEMENT**

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the

Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

**3. MONTHLY RENEWAL**

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month ("Variable Rate"). If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

**4. PAYMENTS/INVOICES**

Supplier will separately issue an invoice for Retail Power via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided ("Dual Billing"). Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges ("Single Bill Option (SBO)"), in which case the Due Date shall be twenty-one (21) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays. Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges ("Consolidated Billing (UCB)"). Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure

to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for Consolidated Billing from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier in the terms described above in Supplier billing. Each of Supplier and Customer reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment. If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

#### **5. CUSTOMER INFORMATION**

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

#### **6. TAXES**

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

#### **7. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For

purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

#### **8. CONFIDENTIALITY**

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

#### **9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

#### **10. FORCE MAJEURE**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force

Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

#### **11. CHANGE IN LAW OR REGULATORY EVENT**

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

#### **12. ASSIGNMENT/CUSTOMER NAME CHANGE**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

#### **13. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **14. EVENTS OF DEFAULT**

**Definition:** An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early

Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price (plus all other charges found in Table 1) minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price (plus all other charges found in Table 1) multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

**15. MISCELLANEOUS**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

**16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT**

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the

provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

**17. RESOLUTION OF DISPUTES/ARBITRATION**

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

**18. EXECUTION**

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

**19. CHANGES IN CONSUMPTION**

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term or Accounts added during the Term (a "Change in Consumption"). In the event a Change in Consumption exceeds (i) 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts when Customer is self-generating, or (ii) if, during the Term, Customer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities used in calculating Customer's pricing found in Table 1 of Exhibit A for each such month, (i) and (ii) shall each be considered a "Material Change in Consumption". Upon written request the monthly contract quantities can be provided to Customer. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement. A Change in Consumption will include electricity at any Account(s) from any source

(including self-generation) except for Retail Power sold by Supplier under this Agreement. Notwithstanding the foregoing, Customer may (i) self-generate up to 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts, (ii) consume electricity from emergency generation during power outages at the Account(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by the RTO, Supplier, or Customer's Utility. For clarity, Customer may participate in the Utility's net metering program if Customer has been enrolled and accepted by the Utility as of the date of the Agreement. The foregoing shall not be construed to relieve Customer from its obligation to purchase Retail Power as otherwise provided in this Agreement. When there is a Material Change in Consumption, then, upon written notice

from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities for such Term on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Supplier associated with effectuating such adjustment. Additionally, Supplier may charge Customer a settlement in accordance with the calculations set forth in Section 14 and/or adjust the Contract Price for such adjustment.

**20. CUSTOMER SERVICE**

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.



March 4, 2026

Mr. Joseph S. Geers, President  
Members of Norwood City Council

**RE: Mayor's Court Fines**

Dear Mr. President and Council Members:

Enclosed please find the report for Norwood Mayor's Court for the month of February, 2026.

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

Sincerely,

Victor Schneider, Mayor  
City of Norwood

VS/ss

Enclosure: City Council



MELISSA R BISHOP  
Norwood Clerk of Courts

COUNCIL

**March 3, 2026**

Mayor Schneider,

Below are the ticket totals heard in Norwood Mayor's Court for the month of February, 2026 and the total tickets processed by the Norwood Police Department and all other city departments that issue citations through mayor's court.

**CASES HEARD IN MAYOR'S COURT:**

TRAFFIC—43  
MISDEMEANORS—4  
STAYS—  
EXPUNGEMENTS—  
TRIALS—4  
OVI--1  
OTHERS--  
PARKERS--17

**TICKETS PROCESSED:**

TRAFFIC—124  
MISDEMEANORS-2  
OTHERS--1  
PARKERS--194  
OVI--0

Included in this report are all accounting of total receipts, funds collected from fines, court costs, copy fees and the Ohio BMV, with disbursements to various agencies, such as, the State of Ohio, Hamilton County, Capital Recovery Collections and the City of Norwood, for the month of February, 2026.

Respectfully Submitted,

Melissa R. Bishop  
Clerk of Court  
City of Norwood, Ohio

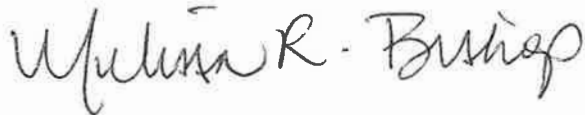
March 3, 2026

Dear Mayor Schneider:

The Clerk's office turned over \$48.00 dollars in copy fees for the month of February, 2026, to the Treasurer's Office.

AA-----\$48.00

Sincerely,

A handwritten signature in black ink that reads "Melissa R. Bishop". The signature is written in a cursive style with a large, stylized initial 'M'.

Melissa R. Bishop

Clerk of Courts

**Daily Cash Control Report**

NORWOOD MAYOR'S COURT  
 For Payments Dated From 02/01/2026 To 02/27/2026 (Deposit Date)

Page : 1  
 Report Date : 02/27/2026  
 Report Time : 10:31:34

<b>Court Deposit Slip Activity</b>		<b>Bond Deposit Slip Activity</b>		
Cash:	\$4,052.00	Cash:	\$0.00	
Checks:	\$697.33	Checks:	\$0.00	
Money Orders:	\$800.00	Money Orders:	\$0.00	
***Bond Assignments & Admin Fees:	\$0.00			
<b>Court Deposit Slip Total:</b>	<b>\$5,549.33</b>	<b>Bond Deposit Slip Total:</b>	<b>\$0.00</b>	
<b>Court Non-Deposit Slip Activity</b>		<b>Bond Non-Deposit Slip Activity</b>		
Charges:	\$10,639.00	Charges:	\$0.00	
ACH Deposits:	\$8,035.00			
On Line Payments:	\$2,380.00			
<b>Non-Deposit Slip Total:</b>	<b>\$21,054.00</b>	<b>Non-Deposit Slip Total:</b>	<b>\$0.00</b>	
<b>Total Mayor's Court Deposits</b>	<b>\$26,603.33</b>	<b>Total Bond Deposits</b>	<b>\$0.00</b>	
<b>Other Court Activity</b>		<b>Other Bond Activity</b>		
Refunds:	\$0.00	Bonds Cleared As Cash:	\$0.00	Payments Made By Collection Agency: \$0.00
NSF Checks:	\$0.00	Bonds Cleared As Check:	\$0.00	
Adjustments:	\$0.00	Bonds Cleared As Charge:	\$0.00	
** Other Misc. Receipts Activity:	\$0.00	<b>Total Bonds Returned:</b>	<b>\$0.00</b>	
<b>Other Court Activity Total:</b>	<b>\$0.00</b>	Bonds Forfeited:	\$0.00	
		* Other Bond Clearings:	\$0.00	
		Bond Assignments to COURT:	\$0.00	
		Bond Admin Fees to COURT:	\$0.00	
		<b>***Total Bonds to COURT:</b>	<b>\$0.00</b>	
<b>Net Total:</b>	<b>\$26,603.33</b>	<b>Total Bond Amount Cleared:</b>	<b>\$0.00</b>	

\* Includes Bond Transfers, Recog, and Surety\*\* Includes bank interest, bank charges, and all other activity using 'memo' as the payment type.

\*\*\*Money to be transferred from the bond account to the court account if they are separate accounts

END OF REPORT

**Monthly Distribution Journal**

NORWOOD MAYOR'S COURT  
 Disbursal of fines and court costs for February 2026

Page : 1  
 Report Date : 02/27/2026  
 Report Time : 10:33:33

Disbursal Category	Amount
<b>COSTS</b>	
COMPUTER FUND	\$1,063.00
NORWOOD COURT COSTS - Waive	\$887.00
NORWOOD COURT COSTS - Appear	\$1,362.00
JAIL FUND	\$1,042.00
Additional Costs	\$20.00
<b>Total to City:</b>	<b>\$4,374.00</b>
VICTIMS OF CRIME	\$984.00
DRUG LAW ENFORCEMENT FUND	\$380.00
INDIGENT DEFENSE SUPPORT FUND	\$2,741.00
<b>Total to State:</b>	<b>\$4,105.00</b>
INDIGENT DRIVER ALC.TREATMENT FUND	\$162.00
<b>Total to Other:</b>	<b>\$162.00</b>
<b>Total Costs:</b>	<b>\$8,641.00</b>
<b>FINES</b>	
City Revenue From Fines	\$10,127.50
<b>Total to City:</b>	<b>\$10,127.50</b>
SEAT BELT VIOL	\$110.00
CAR SEAT FINES	\$170.00
<b>Total to State:</b>	<b>\$280.00</b>
<b>Total Fines:</b>	<b>\$10,407.50</b>
<b>FEES</b>	
CAPITAL RECOVERY FEE	\$76.50
<b>Total to Other:</b>	<b>\$76.50</b>
<b>Total Fees:</b>	<b>\$76.50</b>
<b>MISC RECEIPTS</b>	
FINE	\$70.00
STATE	\$11.09
DUI	\$72.24
PARKING TICKET	\$7,325.00
<b>Total to City:</b>	<b>\$7,478.33</b>
<b>Total Misc Receipts:</b>	<b>\$7,478.33</b>

To:

City of Norwood, City Council  
Mayor's Court report for:

February-26

<b>Receipts:</b>	<b>Account #</b>		
Computer Fund	06	CITY	1063.00
City Court Costs	8512	CITY	2269.00
State Costs	8512	STATE	4105.00
Dui Fund	79	CITY	72.24
Fines	8613	CITY	10138.59
Seat Belt Fines	8613	STATE	110.00
Car Seat Fines	8613	STATE	170.00
City Expungement Fee	8512	CITY	
State Expungement Fee	8512	STATE	
H.C. Outgoing fines	8512	COUNTY	
H.C.Court Fines	8613	CITY	70.00
Immobilization Fees	8619	CITY	
Parking Tickets	8613	CITY	7325.00
Misc. Receipt Bond Forf	8624		
State Fines		STATE	
Collection Fees	8793	COLLECTION	76.50
IDAT/Area Fines	8512	COUNTY	162.00
Jail Fund	8626	CITY	1042.00
<b>Gross Receipts:</b>			<b>26603.33</b>
Bonds Forfeited	8624		
Bad Check Debits	8793		
Overpayment of Fines			
<b>Total Money To Disburse:</b>			<b>26603.33</b>

**Disbursements:**

State Costs		STATE	(4,105.00)
Seat Belt Fines		STATE	(110.00)
State Fines		STATE	
Car seat fines			(170.00)
State Expungement Fees		STATE	
Ham Co Outgoing Fines		COUNTY	
IDAT		COUNTY	(162.00)
Collection Fees			(76.50)
Credit Card Fees			
Bank Interest			
<b>Total To State:</b>	Check #		4385.00
<b>ALCH TREAT FUND</b>	Check #	From Mayor's Court Acct	
<b>hamilton city auditor</b>	Check # 162		162.00
<b>Total To Capital Recovery:</b>	Check # 161	From Mayor's Court Acct	76.50
Ham Co Outgoing Fines	Check #	From Mayor's Court Acct	
<b>Total Disbursements To City:</b>	Check # 163	From Mayor's Court Acct	21979.83

Respectfully Submitted,

Victor Schneider

**FUND**

**AMOUNT**

General Fund

Enforcement & Education

Mayor's Court Computer Fund

**TOTAL**

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

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

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

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

**Parking Ticket Tracking System**

END OF MONTH PAYMENT SUMMARY REPORT FOR MONTH ENDING 02/28/2026

<u>Assessment Type</u>	<u>Amount Paid</u>
STANDARD FINES	\$5,800.00
LATE FINES	\$1,560.00
DETER PROCESSING FEE	\$65.00
NSF FEE	\$0.00
OVERPAYMENTS	\$0.00
<b>Net Payments :</b>	<b>\$7,425.00</b>



To: Norwood City Council  
From: Tree Board  
Re: Minutes from 2/2/26 Meeting  
Date: March 5, 2026

Attached please find the Minutes of the February Meeting of the Norwood Tree Board as well as the Agenda for the March Meeting. If you have any questions, please feel free to reach out to any member of Board.

Best regards

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# February Norwood Tree Board Meeting

**Date & Time:** 2/2/2026 at 6 PM

**Location:** Indian Mound Cafe, side community room

## Attendees:

**Tree Board Members:** Renee Dierker, Donna Laake, Lily Dean, Debbie Karle & Cate Wetzel

**DRN Ohio:** Wendi Van Buren

**Norwood Citizen:** Candace Winterbauer

**City of Norwood Project Manager:** Darren Hackworth

## Agenda

1. Review action items discussed in the last meeting.
2. Division of Forestry Urban Forestry IRA Grant: Discuss next steps, responsibilities, and action items for grant project work
3. Preparing for 2026 Tree City Application

## Notes:

### Greenspace Guardian Program:

- Candace spoke about the Greenspace Guardian program with the civic garden center. The plan is to use what she is learning to tie into volunteer events throughout the year.

### Division of Forestry Urban Forestry IRA Grant:

- Darren Hackworth, Project Manager for the City of Norwood. He is going to help facilitate the grant and the reimbursement process. Darren will be the city contact for Forestry Department.
- Can't start spending grant money until the Forestry Department gets the paperwork back from the City of Norwood. All forms still need to be filled out.
- Darren will work with the city and get Wendi a formal explanation and timeline of when the forms will be signed and why there has been a delay. This is so the grant won't be reversed due to non-action.



# March Norwood Tree Board Meeting

**Date & Time:** 3/9/2026 at 6 PM

**Location:** Indian Mound Cafe, side community room

**Attendees:**

**Tree Board Members:**

**DRN Ohio:**

**Norwood Citizens:**

**Agenda**

1. Review action items discussed in the last meeting.
2. Preparing for 2026 Tree City Application - Arbor Day Event
3. Division of Forestry Urban Forestry IRA Grant Update

**Notes:**

**Next Meeting Agenda Items:**