NORWOOD CITY COUNCIL

COUNCIL CHAMBERS
4645 MONTGOMERY RD.
NORWOOD, OH 45212
July 14, 2026
7:00 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

- June 9, 2026
- June 23, 2026

G) REQUEST TO ADDRESS COUNCIL

H) PUBLIC HEARINGS

I) SPECIAL PRESENTATIONS

1) Police Department Swearings-In
2) Ralph Wolfe, Chief Building Official
3) Jennifer Boggs, Hamilton County Head Start Early Learning Program

J) REPORTS OF STANDING COMMITTEES OF COUNCIL

K) ADMINISTRATION REPORTS

L) THIRD READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING CHAPTER 1705 OF THE NORWOOD CODIFIED ORDINANCES, FORMERLY ENTITLED "BOARDING HOMES", TO ADDRESS RECOVERY HOUSING RESIDENCES AND MAKE OTHER UPDATES

M) SECOND READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING SECTIONS 1111.99, “OPEN SPACE” AND 1155.15, “FINAL PLAN APPROVAL” OF THE NORWOOD CODIFIED ORDINANCES TO IMPROVE THE PLANNED UNIT DEVELOPMENT APPROVAL PROCESS AND TO COMPLY
2) ORDINANCE AMENDING PART 11, PLANNING AND ZONING CODE, RELATING TO SHORT-TERM RESIDENTIAL RENTAL LODGING BUSINESS
3) ORDINANCE ADOPTING NEW CHAPTER 722, ENTITLED “SHORT-TERM RENTALS”, TO NORWOOD CODIFIED ORDINANCES TO ADDRESS LICENSING AND REGISTRATION FOR SHORT-TERM RENTAL BUSINESSES
4) ORDINANCE ADOPTING NEW CHAPTER 920, ENTITLED “TRANSIT SYSTEM ACCESS POINTS”, TO THE NORWOOD CODIFIED ORDINANCES TO ENSURE SAFE AND EFFICIENT ACCESS

N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS

1) AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AMENDED AGREEMENT WITH HAMILTON COUNTY REGARDING A GRANT FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM (CEDAP) FOR THE MONTGOMERY ROAD SIDEWALK SAFETY & DUKE UTILITY POLE REMOVAL, AND DECLARING AN EMERGENCY.

2) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE

LEXINGTON AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

3) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE WESLEY AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

4) ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE WAYLAND AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

5) RESOLUTION AUTHORIZING THE CITY AUDITOR TO APPROVE A "THEN AND NOW" CERTIFICATE FROM CITY OF CINCINNATI C/O ENTERPRISE TECHNOLOGY SOLUTIONS, FUND 1001-0911-57200, FOR CITY’S PORTION OF COSTS FOR 2025 TO USE THE CINCINNATI RADIO SYSTEM AND DECLARING AN EMERGENCY

6) A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF NORWOOD, OHIO TO ENTER INTO A COOPERATION AGREEMENT WITH THE HAMILTON COUNTY BOARD OF COMMISSIONERS FOR PARTICIPATION IN THE HAMILTON COUNTY ENTITLEMENT PROGRAM FOR PROGRAM YEARS 2027, 2028, AND 2029, AS DETAILED IN THE ATTACHED APPENDIX; AND DECLARING AN EMERGENCY.

7) RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE PAYMENTS OF TAXES PURSUANT TO OHIO REVISED CODE SECTION 321.24; AND DECLARING AN EMERGENCY

O) UNFINISHED BUSINESS

P) NEW BUSINESS

Q) COMMUNICATIONS

1) Norwood Tree Board — June Meeting Minutes

2) Ken Miracle, Auditor - EOM Report Letter to Council

R) EXCUSE ABSENT MEMBERS

S) ADJOURNMENT

Norwood City Council

Council Chambers | Norwood City Hall

4645 Montgomery Road | Norwood, Ohio 45212

June 9, 2026 | 7:00pm

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

Council President requested a moment of silence in honor of Ally Hill.

C) PLEDGE OF ALLEGIANCE

D) ROLL CALL

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

E) AMENDMENT OF AGENDA

There were several amendments made to the agenda including, the removals of reports for the Law and Ordinance Committee meetings in May (11&27), the removal of the Engagement, Communications, and Outreach Committee report in May. There was an addition to Section N, regarding June as Pride Month in the City of Norwood.

On a motion made by Ms. Bowling, seconded by Mr. Girton, it was moved amend the agenda. All members present voted, "yes." The motion passed.

F) MINUTES OF PREVIOUS MEETING

- May 26, 2026

On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to accept the previous meeting minutes as if read. All members present voted, "yes." The motion passed.

G) REQUEST TO ADDRESS COUNCIL

1) **Laura Ryan** **RE: Roads and Safety**

Laura Ryan, 2204 Ronda Avenue, addressed council regarding the streets conditions within Norwood and expressed having a clear vision forward for infrastructure challenges.

2) **Virginia Patterson** **RE: 5th Annual Juneteenth Celebration**

Virginia Patterson, 2580 Duckcreek Road, addressed council regarding the 5th Annual Juneteenth Celebration at 3 churches in Norwood on June 13 at: Sunrise Presbyterian Church, Kingdom of God Church, and New Vision Missionary Baptist Church. Ms. Patterson thanked the City of Norwood for their ongoing support and attendance at the Juneteenth celebration.

3) **Sonny James** **RE: Community and Come Together**

Sonny James, 4305 Ashland Avenue, addressed council providing his remarks to Ally Hill's family and Skyline. Bishop James asked the City of Norwood to come together and help create safer cities.

H) PUBLIC HEARINGS

There were no public hearings.

I) SPECIAL PRESENTATIONS

1) Denise Driehaus, Hamilton County Commissioner

Commissioner Driehaus addressed City Council and Norwood Residents sharing information and opportunities for Hamilton County Residents. Commissioner Driehaus shared the following: a menu of opportunities for the 49 jurisdictions which included: fire hydrant maintenance, buying salt together, picking up scrap tires, grant opportunities for resources, and others. Commissioner Driehaus shared information regarding Norwood and the county's partnership, including Norwood receiving $4.3 million dollars of resource support, the highest of any jurisdiction, this included the Elm Street Storm Water project, recycling, and road improvements. Commissioner Driehaus also shared opportunities including the Commission on Women and Girls, applications will close in early July.

J) REPORTS OF STANDING COMMITTEES OF COUNCIL

1) Streets, Housing, and Health – May 7, 2026

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

2) Committee of the Whole – May 19, 2026

On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to file and accept the committee report. All members present voted, "yes." The motion passed.

3) Committee of the Whole – June 2, 2026

On a motion made by Ms. Hoover, seconded by Mr. Moore, it was moved file and accept the committee report. All members present voted, "yes." The motion passed.

K) ADMINISTRATIVE REPORTS

Mayor Schneider provided many updates to Norwood Residents. Mayor Schneider reiterated the opportunities in which Norwood has partnered closely with Hamilton County through many different services including, the consolidation of Police Dispatch, utilization of the Alloy Group, purchasing department, and the heroin task force. Mayor Schneider shared that Waterworks was open with new attractions added to the swimming pools. The beautification of Norwood was occurring again, the third weekend of June, the city started beautifying spaces including adding the dog park at Burwood Park and new benches at Victory Park. Mayor Schneider shared that the bus stops on Montgomery Road have been complete with new benches and added garbage cans. Lastly, Mayor Schneider addressed the traffic light signal change to blink red on Williams and Floral.

Ken Miracle, City Auditor, shared the tax budget is complete and has been submitted to the finance committee for review and the State Auditor, there will be a public hearing on June 23, 2026. Mr. Miracle is awaiting the results from Industrial Appraisal regarding capital assets. Mr. Miracle also shared an update regarding the policies created in partnership with the Shared Resource Center has been developed and shared with the State Auditor, and they are currently waiting to hear back.

Keith Moore, Law Director, shared a few updates regarding the Law Office. Mr. Moore announced the new assistant law director. Mr. Moore also shared information regarding a state legislation for Ohio Revised Code 9.66, regarding public records for economic development assistance regarding CRA's and TIFs, that all information is confidential.

L) THIRD READING OF ORDINANCES/RESOLUTIONS

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

M) SECOND READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE PROVIDING FOR THE SUBMISSION OF THE QUESTION "SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER" TO 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

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

N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING CHAPTER 1705 OF THE NORWOOD CODIFIED ORDINANCES, FORMERLY ENTITLED "BOARDING HOMES," TO ADDRESS RECOVERY HOUSING RESIDENCES AND MAKE OTHER UPDATES

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

2) AN ORDINANCE OF THE CITY OF NORWOOD, AUTHORIZING NON-UNION PAY RATES

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

3) RESOLUTION DECLARING THE NECESSITY TO LEVY AN ADDITIONAL 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 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 Mr. Girton, seconded by Ms. Hoover, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

4) RESOLUTION DESIGNATING JUNE 19, 2026, AS "JUNETEENTH INDEPENDENCE DAY" IN THE CITY OF NORWOOD

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

5) RESOLUTION DECLARING JUNE 2026 TO BE PRIDE MONTH IN THE CITY OF NORWOOD

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

O) UNFINISHED BUSINESS

Mr. Moore asked Council to provide an overview of the public hearings that will be occurring at the June 23, 2026 Council Meeting, these public hearings include: DORA district and Factory 52, City Tax Budget, Zoning regarding Boarding Houses, and changes to the PUD process.

Ms. Hoover shared information regarding the partnership with Hamilton County, including the free community compost in Norwood, a reminder for residents to use SeeClickFix to communicate with the city regarding tall grass and weeds overtaking yards, the mini hub will be collecting on June 16 and 17.

Ms. Franzen asked about the use of cannabis funds for street improvements to the Safety-Service Director for a general fund, in which Norwood does not have a dedicated fund for ongoing funding. If this type of fund is created, the funds would have to be committed to things within the right of way.

P) NEW BUSINESS

Ms. Hoover shared the Juneteenth flyer created by Norwood Resident, Virginia Patterson. Ms. Hoover acknowledged and provided gratitude to Ms. Patterson for her leadership and support regarding the celebrations of Juneteenth. Ms. Hoover shared resources available to Norwood Residents for gender-based violence.

Council had discussions regarding road and street conditions and information sharing.

Q) COMMUNICATIONS

1) Division of Liquor Control Order re Objection to 369 Marathon LLC, Permit #10006135-1
On a motion made by Mr. Girton, seconded by Ms. Bowling, it was moved to receive and file the communication as if read. All members present voted, “yes.” The motion passed.

R) EXCUSE ABSENT MEMBERS

On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to excuse the absent council members. All members present voted, “yes.” The motion passed.

S) ADJOURNMENT

On a motion made by Ms. Franzen, seconded by Ms. Hoover, it was moved to adjourn the meeting. All members present voted, “yes.” The motion passed.

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Kelsi Goins	**Joseph S. Geers**
Clerk of Council	**President of Council**

Norwood City Council

Council Chambers | Norwood City Hall

4645 Montgomery Road | Norwood, Ohio 45212

June 23, 2026 | 7:00pm

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 several changes made to the agenda, including adding an introductory reading of a new ordinance and an exhibit added to the tax budget resolution. The committee reports removed were, the Law and Ordinance on May 11 and May 27, along with the Engagement, Communications, and Outreach on June 2. On a motion made by Ms. Hoover, seconded by Mr. Girton, it was moved to amend the agenda as stated. All members present voted, "yes." The motion passed.

F) MINUTES OF PREVIOUS MEETING

There were no minutes of previous meetings.

G) REQUEST TO ADDRESS COUNCIL

1) **Vincent Lopez** **RE: National HIV Testing**

Vincent Lopez, 5050 Section Avenue, Suite 500, from Hamilton County Public Health Clinic shared with council information regarding HIV testing being offered at the County's Public Health Clinic.

2) **Susan Daniels** **RE: America 250 Update**

Susan Daniels, 2063 Maple Avenue, shared with updates regarding America 250 celebrations across Norwood, including swag items, stickers, and additional items to celebrate America 250.

3) **Sonny James** **RE: Come Together**

Sonny James, 4305 Ashland Avenue, shared updates regarding his daughter taking college classes at a local community college. Bishop James shared gratitude for the support received for his daughter's accomplishments. Lastly, Bishop James shared an update about his community event called Come Together, occurring on July 16.

H) PUBLIC HEARINGS

On April 1, 2026, the Norwood Planning Commission held a public hearing to review a draft ordinance. Following the review, the Commission approved a motion to recommend that the Norwood City Council adopt the draft ordinance. Entitled "ORDINANCE AMENDING VARIOUS PORTIONS OF PART 11 OF THE NORWOOD CODIFIED ORDINANCES, ENTITLED PLANNING AND ZONING CODE," this amendment updates group home provisions to reflect recent changes in state law. The associated file is named "Council_26 – Ord Amending NRC Part 11 Group Homes Provisions DRAFT – 03-07-2026".

Mr. Geers opened the public hearing.

The hearing closed.

On May 6, 2026, the Norwood Planning Commission reviewed a draft ordinance for a Zoning Code Update: ORDINANCE AMENDING SECTIONS 1111.99, "OPEN SPACE" AND 1155.15, "FINAL PLAN APPROVAL" OF THE NORWOOD CODIFIED ORDINANCES TO IMPROVE THE PLANNED UNIT DEVELOPMENT APPROVAL PROCESS AND TO COMPLY WITH OHIO LAW. A motion was made and approved by the Planning Commission to recommend to the Norwood City Council that they approve the draft ordinance dated 04-01-2026.

Mr. Geers opened the public hearing.

The hearing closed.

On May 6, 2026, the Norwood Planning Commission reviewed a draft ordinance for a Zoning Code update definition: ORDINANCE AMENDING PART 11, PLANNING AND ZONING CODE, RELATING TO SHORT-TERM RESIDENTIAL RENTAL LODGING BUSINESSES. A motion was made and approved by the Planning Commission to recommend to the Norwood City Council that they approve the draft ordinance dated 03-07-2026. On May 6, 2026, the Norwood Planning Commission also reviewed and expressed support for a draft ordinance for a related non-zoning ordinance, an ORDINANCE ADOPTING NEW CHAPTER 722,

ENTITLED “SHORT-TERM RENTALS”, TO THE NORWOOD CODIFIED ORDINANCES TO ADDRESS LICENSING AND REGISTRATION FOR SHORT-TERM RENTAL BUSINESSES. No public hearing was held or needed, as this is not a zoning ordinance.

Mr. Geers opened the public hearing.

The hearing closed.

On the tax budget for the next succeeding fiscal year ending December 31st, 2027 as prepared by the Budget Director and Auditor of the City on Norwood, Hamilton County, Ohio. Proposed 2027 tax budget will be available for inspection at 4645 Montgomery Road from 8 – 5, Monday thru Friday.

Mr. Geers opened the public hearing.

Mr. Sonny James, 4305 Ashland Avenue shared gratitude to City officials.

The hearing closed.

I) SPECIAL PRESENTATIONS

There are no special presentations.

J) REPORTS OF STANDING COMMITTEES OF COUNCIL

1) Finance, Budget, Audit & Claims – 6/10/26
On a motion made by Ms. Bowling, seconded by Ms. Hoover, it was moved to accept the committee report. All members present voted, “yes.” The motion passed.

K) ADMINISTRATIVE REPORTS

Mayor Schneider shared many updates, starting with Montgomery Road and the updating of bus stops, while also adding additional signage to bus stops; attended the World Cup watch party at Factory 52; attended the Juneteenth events; and waiting to hear more about trees added to Montgomery Road. Mayor Schneider shared communication from the City Hall to residents regarding street closures that will be shared digitally. Mayor Schneider reminded residents to attend the Norwood 4th of July celebration at Shea Stadium. Mayor Schneider also shared Victory Park has received new benches. Mayor Schneider attended grand openings of businesses moving into Norwood.

Ken Miracle, City Auditor shared updates regarding the Tax Budget appearing on the agenda, the Tax Budget is due to Hamilton County by July 15, 2026. Mr. Miracle shared an update regarding Industrial Appraisal, the report will be shared at the end of the month. Lastly, Mr. Miracle shared an update on policies and is waiting to hear more from the State Auditor for further direction.

Keith Moore, Law Director, shared updates regarding short term rentals and the court of appeals.

L) THIRD READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE PROVIDING FOR THE SUBMISSION OF THE QUESTION “SHALL A COMMISSION BE CHOSEN TO FRAME A CHARTER” TO VOTE OF THE QUALIFIED ELECTORS OF THE CITY OF NORWOOD AND PROVIDING FOR THE ELECTION OF CHARTER COMMISSION MEMBERS AT THE 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
On a motion made by Mr. Provins, seconded by Mr. Girton, it was moved to table this ordinance. All members present voted, “yes.” The motion passed.
Council members discussed reasoning as to why this ordinance is being tabled at this current moment.

M) SECOND READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING CHAPTER 1705 OF THE NORWOOD CODIFIED ORDINANCES, FORMERLY ENTITLED “BOARDING HOMES,” TO ADDRESS RECOVERY HOUSING RESIDENCES AND MAKE OTHER UPDATES
On a motion made by Ms. Bowling, seconded by Mr. Girton, it was moved to have the second reading. All members present voted, “yes.” The motion passed.

N) INTRODUCTORY READING OF ORDINANCES/RESOLUTIONS

1) ORDINANCE AMENDING VARIOUS PORTIONS OF PART 11 OF THE NORWOOD CODIFIED ORDINANCES, ENTITLED “PLANNING AND ZONING CODE” TO REPLACE GROUP HOMES PROVISIONS TO REFLECT CHANGES TO REFLECT CHANGES IN STATE LAW
On a motion made by Mr. Girton, seconded by Ms. Bowling, it was moved to have the first reading. All members present voted, “yes.” The motion passed.

2) ORDINANCE AMENDING SECTIONS 1111.99, “OPEN SPACE” AND 1155.15, “FINAL PLAN APPROVAL” OF THE NORWOOD CODIFIED ORDINANCES TO IMPROVE THE PLANNED UNIT DEVELOPMENT APPROVAL PROCESS AND TO COMPLY
On a motion made by Ms. Bowling, seconded by Mr. Girton, it was moved to have the first reading. All members present voted, “yes.” The motion passed.

3) ORDINANCE AMENDING PART 11, PLANNING AND ZONING CODE, RELATING TO SHORT TERM RESIDENTIAL RENTAL LODGING BUSINESS
On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to have the first reading. All members present voted, “yes.” The motion passed.

4) ORDINANCE ADOPTING NEW CHAPTER 722, ENTITLED "SHORT-TERM RENTALS" TO NORWOOD CODIFIED ORDINANCES TO ADDRESS LICENSING AND REGISTRATION FOR SHORT-TERM RENTAL BUSINESS
   On a motion made by Ms. Franzen, seconded by Ms. Hoover, it was moved to have the first reading. All members present voted, "yes." The motion passed.
5) ORDINANCE ADOPTING NEW CHAPTER 920, ENTITLED "TRANSIT SYSTEM ACCESS POINTS," TO THE NORWOOD CODIFIED ORDINANCES TO ENSURE SAFE AND EFFICIENT ACCESS
   On a motion made by Ms. Hoover, seconded by Ms. Bowling, it was moved to have the first reading of the ordinance. All members present voted, "yes." The motion passed.
6) RESOLUTION ADOPTING 2027 TAX BUDGET, AND DECLARING AN EMERGENCY
   On a motion made by Ms. Franzen, 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 Ms. Hoover, seconded by Mr. Moore, it was moved to pass the resolution. All members present voted, "yes." The motion passed.
7) A RESOLUTION DECLARING TO PROCEED TO A LEVY RENEWAL TAX IN EXCESS OF THE TEN-MILL LIMITATION AND TO NOTIFY THE BOARD OF ELECTIONS OF HAMILTON COUNTY TO CAUSE THE NOTICE OF ELECTION TO BE GIVEN AS REQUIRED BY LAW ON THE QUESTION OF LEVYING AN EIGHT (8) MILL RENEWAL PROPERTY TAX FOR THE CURRENT OPERATING EXPENSES OF THE CITY OF NORWOOD, AND DECLARING AN EMERGENCY
   On a motion made by Mr. Girton, seconded by Ms. Hoover, it was moved to suspend the rules and have all three readings. Ms. Franzen, Ms. Hoover, Ms. Bowling, Mr. Moore, Mr. Girton, and Ms. Sullivan voted, "yes," while other members voted, "no." The motion passed.
   On a motion made by Mr. Girton, seconded by Ms. Bowling, it was moved to pass the resolution. Ms. Franzen, Ms. Hoover, Ms. Bowling, Mr. Moore, Mr. Girton, and Ms. Sullivan voted, "yes," while other members voted, "no." The motion passed.
8) RESOLUTION AUTHORIZING THE CITY AUDITOR TO APPROVE A "THEN AND NOW" CERTIFICATE FROM THE MATRIX COMPANIES, A CHARLES TAYLOR COMPANY, FUND 1001-0400-57240, FOR GROUP WORKER'S COMPENSATION TPA SERVICES FOR 2026 AND DECLARING AN EMERGENCY
   On a motion made by Mr. Girton, 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 Ms. Sullivan, it was moved to pass the resolution. All members present voted, "yes." The motion passed.

O) UNFINISHED BUSINESS

Ms. Hoover provided updates, regarding Focus Cincinnati and Christ Temple Full Gospel Baptist Church will be having their cooling shelter again this year, during July 21 – September 5. Ms. Hoover also shared updates and upcoming conversations for street levies during the Streets, Housing, and Health Meeting on June 24, along with pedestrian bike safety and electronic bikes.

P) NEW BUSINESS

There was no new business.

Q) COMMUNICATIONS

1) Willow Lopez, Hamilton County Auditor's Office   Re: Relief on Your Property Tax Bill Through New Ohio Law
   On a motion made by Ms. Franzen, seconded by Ms. Bowling, it was moved to receive and file the communication as if read. All members present voted, "yes." The motion passed.
   Council Members shared the summary of the letter.

R) EXCUSE ABSENT MEMBERS

There were no absent members.

S) ADJOURNMENT

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

Kelsi Goins	**Joseph S. Geers**
Clerk of Council	**President of Council**

ORDINANCE AMENDING CHAPTER 1705 OF THE NORWOOD CODIFIED ORDINANCES, FORMERLY ENTITLED "BOARDING HOMES", TO ADDRESS RECOVERY HOUSING RESIDENCES AND MAKE OTHER UPDATES

WHEREAS, Chapter 1705 of the Norwood Codified Ordinances as currently in effect requires that boarding homes and rest homes for the aged, disabled, and chemically dependent register with the Norwood Health Department, and includes requirements that conflict with privacy laws; and

WHEREAS, the Norwood Health Department has been replaced by a different body named the Norwood Board of Health; and

WHEREAS, Council desires to bring Chapter 1705 into compliance with privacy laws and to include the correct title of the Board of Health; and

WHEREAS, Council further desires to clarify some terminology in Chapter 1705; and

WHEREAS, over the last year, homes in Norwood have been occupied by those purporting to be Recovery Housing Residences without notice to the City and with excessive numbers of occupants far in excess of that permitted under Norwood's zoning regulations; and

WHEREAS, said purported Recovery Housing Residences have disturbed the health, safety and welfare of the residents of Norwood; and

WHEREAS, many of these problems could have been avoided by prior notice of the intention to open a Recovery Housing Residence, including information on the organization and people operating the facility, to allow better coordination with state regulatory bodies and compliance with Norwood zoning regulations;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Hamilton County, Ohio, that Chapter 1705 of the Norwood Codified Ordinances is amended, as follows:

SECTION 1. Chapter 1705 of the Norwood Codified Ordinances, formerly entitled "Boarding Homes", is hereby amended to read as follows:

CHAPTER 1705
Nursing Homes; Residential Care Facilities; Recovery Housing Residences

CROSS REFERENCES
Recovery Housing Residences – see Ohio R. C. 5119.01
Nursing Homes; Residential Care Facilities - see Ohio R. C. Ch. 3721

1705.01 DEFINITIONS.

(a) Nursing Home or Residential Care Facility for the aged and/or physically, mentally or developmentally disabled or chemically dependent means any place, institution, residence or home used for the reception and care of such persons for consideration, or any place, institution, residence or home used for two or more persons who by reason of age or temporary or permanent physical, mental or developmental disability, or substance abuse, are dependent and not fully capable of caring for themselves.

(b) Recovery Housing Residence means any place, institution, residence or home which provides a drug-free and alcohol-free living environment with peer support, assistance with obtaining alcohol and drug addiction services, and other recovery assistance.

1705.02 REGISTRATION REQUIRED.

No person, firm, association or corporation shall open, conduct, manage or maintain any Nursing Home or Residential Care Facility or Recovery Housing Residence for the aged and/or physically, mentally or developmentally disabled, or chemically dependent as defined in Section 1705.01, within the corporate limits of the City of Norwood, without first registering as provided herein.

1705.03 APPLICATION FOR REGISTRATION.

Whoever desires to register a Nursing Home or Residential Care Facility or Recovery Housing Residence shall make an application to the Norwood Health Commissioner in writing. The application shall conform to the general provisions of this chapter relating to registration and shall state the location or proposed location of the facility; the purpose for which it is opened; the number of rooms to be occupied and the number of boarders expected to occupy each room; the name, address and phone number of the person, official, or officials conducting or maintaining the home; the name and address of any physician and other individuals employed or to be employed to attend the boarders of the home; the fire inspection report from the Norwood Fire Department; and copies of any permits, licenses, grants or contracts with or from any other government agencies or entities, or applications for any license or permit submitted to other government agencies or entities. Any person or entity registered under this chapter has a continuing duty to supplement and/or correct any submissions to the Health Commissioner throughout the term of their registration.

1705.04 REGISTRATION FEE; EXPIRATION.

The registration fee to be paid annually to the Board of Health under this Chapter shall be one hundred fifty dollars ($150.00). Each registration shall expire on August 31, following the date of issuance.

1705.05 INSPECTION; REVOCATION OF REGISTRATION.

Every Nursing Home or Residential Care Facility or Recovery Housing Residence conducted, maintained or managed by any person, firm, association, or corporation shall at all times be open to the inspection of the Health Commissioner or their duly appointed assistants or inspectors, and the Health Commissioner is hereby empowered to inspect the same, or cause inspection to be made, whenever or as often as they may deem to be reasonably proper.

1705.06 REPORT TO COUNCIL

On or before September 30 each year, the Board of Health or their designee shall report to Council a list of registrations issued to Nursing Homes and Residential Care Facilities and Recovery Housing Residences, including the address, name of the operator, the location of the facility, the purpose for which it is opened, and the number of rooms to be occupied.

1705.99 PENALTY.

Any person, firm, association, or corporation opening, conducting, managing or maintaining a Nursing Home or Residential Care Facility or Recovery Housing Residence for the aged and/or physically or mentally, emotionally or developmentally disabled, or chemically dependent without a valid registration therefor as provided in this chapter, or in violation of any of the terms and provisions of this chapter, shall be guilty of a misdemeanor of the first degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 2. If any part of this Ordinance is found by a court of competent jurisdiction to be illegal, invalid, unenforceable, or void, then the remainder of this Ordinance shall remain in effect.

PASSED: ________________________ ___________________________________

Date

Joseph Geers
President of Council

ATTEST:

Kelsi Goins, Clerk of Council, 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://www.norwoodohio.gov/426/Legislation 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

Proposed Amended Chapter 1705

Keith Moore 05-30-2026

CHAPTER 1705
~~Boarding~~

Nursing Homes; Residential Care Facilities; Recovery Housing Residences

1705.01 Definitions.

1705.02 Registration required.

1705.03 Application for registration.

1705.04 Registration fee; expiration.

1705.05 ~~Records.~~

~~1705.06~~ Inspection; revocation of registration.

1705.06 Report to Council.

1705.99 Penalty.

CROSS REFERENCES

~~Rest homes, nursing homes -~~Recovery Housing Residences – see Ohio R. C. 5119.01

Nursing Homes; Residential Care Facilities - see Ohio R. C. Ch. 3721

1705.01 DEFINITIONS.

~~"Boarding home" or "rest home"~~(a) Nursing Home or Residential Care Facility for the aged and/or physically, mentally or developmentally disabled or chemically dependent means any place, institution, residence or home used for the reception and care of such persons for consideration, or any place, institution, residence or home used for two or more persons who by reason of age or temporary or permanent physical, mental or developmental disability, or substance abuse, are dependent and not fully capable of caring for themselves.

~~(Ord. 4-2006. Passed 1-24-06.)~~

(b) Recovery Housing Residence means any place, institution, residence or home which provides a drug-free and alcohol-free living environment with peer support, assistance with obtaining alcohol and drug addiction services, and other recovery assistance.

1705.02 REGISTRATION REQUIRED.

No person, firm, association or corporation shall open, conduct, manage or maintain any ~~boarding home~~Nursing Home or Residential Care Facility or Recovery Housing Residence for the aged and/or physically, mentally or developmentally disabled, or chemically dependent as defined in Section 1705.01, within the corporate limits of the City of Norwood, without first registering as provided herein.

~~(Ord. 4-2006. Passed 1-24-06.)~~

1705.03 APPLICATION FOR REGISTRATION.

Whoever desires to register a ~~boarding home~~Nursing Home or Residential Care Facility or Recovery Housing Residence shall make an application to the Norwood Health Commissioner in writing. The application shall conform to the general provisions of this chapter relating to registration and shall state the location or proposed location of the ~~boarding home,~~facility; the purpose for which it is opened~~,~~; the number of rooms to be occupied and the number of boarders ~~in~~expected to occupy each room~~,~~; the name, address and phone number of the person, official, or officials conducting or maintaining the home~~,~~; the name and address of ~~the~~any physician and other individuals employed or to be employed to attend the boarders of the home~~, valid Rental Certificate from the Norwood Building Department,~~; the fire inspection report from the Norwood Fire Department~~,~~; and copies of any permits, licenses, grants or contracts with or from any other government agencies or entities, or applications for any license or permit submitted to other government agencies or entities. Any person or entity registered under this chapter has a continuing duty to supplement and/or correct any submissions to the Health Commissioner throughout the term of their registration.

~~(Ord. 4-2006. Passed 1-24-06.)~~

1705.04 REGISTRATION FEE; EXPIRATION.

The registration fee to be paid annually to the Board of Health ~~Department for a boarding home~~under this Chapter shall be one hundred fifty dollars ($150.00). Each registration shall expire on ~~December~~August 31, following the date of issuance.

~~(Ord. 4-2006. Passed 1-24-06.)~~

1705.05 ~~RECORDS.~~

~~Each person maintaining a boarding home shall keep a complete record of all boarders admitted therein, which record shall show the name, age, sex, date of admission and~~

~~discharge or disposition of each boarder, list of medical conditions and/or prescribed medications and the name and address of the nearest relative or guardian, if known. Such records shall be open at all times to the inspection of the Health Commissioner or his/her duly authorized representative.~~

~~(Ord. 4-2006. Passed 1-24-06.)~~

~~1705.06~~ INSPECTION; REVOCATION OF REGISTRATION.

~~Every boarding home~~Every Nursing Home or Residential Care Facility or Recovery Housing Residence conducted, maintained or managed by any person, firm, association, or corporation shall at all times be open to the inspection of the Health Commissioner or th~~is~~eir duly appointed assistants or inspectors, and the Health Commissioner is hereby empowered to inspect the same, or cause inspection to be made, whenever or as often as ~~he/she~~they may deem to be reasonably proper.

~~(Ord. 4-2006. Passed 1-24-06.)~~

1705.06 REPORT TO COUNCIL

On or before September 30 each year, the Board of Health or their designee shall report to Council a list of registrations issued to Nursing Homes and Residential Care Facilities and Recovery Housing Residences, including the address, name of the operator, the location of the facility, the purpose for which it is opened, and the number of rooms to be occupied.

1705.99 PENALTY.

Any person, firm, association, or corporation opening, conducting, managing or maintaining a ~~boarding home~~Nursing Home or Residential Care Facility or Recovery Housing Residence for the aged and/or physically or mentally, emotionally or developmentally disabled, or chemically dependent without a valid registration therefor as provided in this chapter, or in violation of any of the terms and provisions of this chapter, shall be guilty of a misdemeanor of the first degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

~~(Ord. 4-2006. Passed 1-24-06.)~~

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

Date of Request: 5/30/2026	Date Needed: 6/5/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Law, Ordinance, Environment and Public Safety Committee
Contact:	Jason Provins, jprovins@norwoodohio.gov (form completed by Keith Moore)
Document Requested:	Ordinance
Executive Summary of document needed: Resolution Updating Chapter 1705 to include Recovery Housing Residences	
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	
Purpose: After lengthy discussion in the Law, Ordinance, Environment and Public Safety Committee, the Committee believes we should Amend Chapter 1705 to require that Recovery Housing Residences (Sober Houses) register with the Board of Health, to update some other parts, and to submit an annual report to Council.	
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	
Originated from the Law, Ordinance , Environment and Public Safety Committee.	

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

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

ORDINANCE AMENDING SECTIONS 1111.99, "OPEN SPACE" AND 1155.15, "FINAL PLAN APPROVAL" OF THE NORWOOD CODIFIED ORDINANCES TO IMRPOVE THE PLANNED UNIT DEVELOPMENT APPROVAL PROCESS AND TO COMPLY WITH OHIO LAW

WHEREAS, Chapter 1155 of the Norwood Codified Ordinances, entitled "Planned Unit Developments", governs the development of and the plan approval process for property within a Planned Unit Development (PUD) zone; and

WHEREAS, PUDs allow developments with flexibility to deviate from the underlying zoning regulations for a given parcel, subject to additional requirements and layers of review to protect both surrounding properties and the best interests of the City of Norwood; and

WHEREAS, Chapter 1155 of the Norwood Codified Ordinances provides for both the Planning Commission and Council to review and approve Preliminary Plans for PUD developments, which Preliminary Plans establish the proposed density, location, and uses of the property in question; and

WHEREAS, decisions on what density, location, and use of property is a legislative question within the competence and authority of Norwood City Council; and

WHEREAS, Section 1155.15 of the Norwood Codified Ordinances, entitled "Final Plan Approval", requires both Planning Commission and Council review and approval of Final Plans for PUD developments; and

WHEREAS, such a Final Plan must be in substantial compliance with the previously approved Preliminary Plan, which have already established the density, location, and uses of the property; and

WHEREAS, approval of a Final Plan is more likely in the nature of an administrative decision, rather than a legislative decision; and

WHEREAS, Section 731.05 of the Ohio Revised Code, entitled "Powers of Legislative Authority", provides, in pertinent part, that a City Council "shall perform no administrative duties"; and

WHEREAS, Council desires to amend Section 1155.15 to remove the requirement of Council review and approval of Final PUD Plans to remove a procedure of questionable legality; and

WHEREAS, PUDs are required to include a certain amount of open space, as defined in the Norwood Codified Ordinances in Section 1111.99, entitled "Open Space"; and

WHEREAS, Council wishes to modify the open space definition in Section 1111.99 to better accomplish the purposes of PUDs as laid out in Chapter 1155; and

WHEREAS, in accordance with Chapter 1117 of the Norwood Zoning Ordinance, the requisite public hearing by the City's Planning Commission for this text amendment was held on __________________, 2026, subject to public notification, to review, consider and offer its input regarding this zoning ordinance amendment; and

WHEREAS, in accordance with Chapter 1117 of the Norwood Zoning Ordinance, and Section 713.12 of the Ohio Revised Code, the requisite public hearing by City Council was held on ___________________, 2026, after required public notification; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Ohio,

SECTION 1. Section 1111.99 of the Norwood Codified Ordinances, entitled "Open Space" is hereby amended to read as follows:

1111.99 OPEN SPACE.

"Open space" means an area open to the sky that may be on the same lot as the building. The area may include, along with the natural environmental features, swimming pools, tennis or pickleball courts, and/or any other outdoor recreational facilities. Streets, sidewalks, walkways, access drives, parking areas, or structures for occupancy or habitation, such as gazebos, pavilions, and the like shall not be included. Parks, nature areas, playgrounds and trails qualify as Open Space. Further, Open Space does not include any aboveground stormwater management facilities, streets, driveways, vehicular use areas, or small, isolated vegetated strips under five (5) feet in width by twenty (20) feet in length.

SECTION 2. Section 1155.15 of the Norwood Codified Ordinances, entitled "Final Plan Approval" is hereby amended to read as follows:

1155.15 FINAL PLAN APPROVAL.

(a) Final Plan. Construction of the uses authorized by the Planning Commission's and Council's approval of the Preliminary Plan may begin only after a Final Plan has been approved and a building/zoning permit has been issued for each structure in the Planned Unit Development. For approval of a Final Plan, the owner shall file a Final Plan for any specific area within the project or the overall project with the Planning Commission together with a letter of application for such approval. Such Final Plan shall show the following:

(1) The area to be developed and the area to be devoted to open spaces for the use of all occupants of the area, with accurate amounts of land involved, courses and distances to be determined by a licensed engineer or surveyor who shall sign such plan and certify to the accuracy of it. The boundaries of any area for which Final Plan approval is requested shall not be gerrymandered to comply with the density and open space acreage criteria but shall be proportioned and allocated so that the required open space is convenient to the developed property included in the area submitted for Final Plan approval.

(2) The floor plans of all buildings, with all uses detailed, the number of units for separate occupancy and, with respect to dwelling units, the number of bedrooms per unit.

(3) A title guarantee or rider to an existing policy showing the legal description of the land which has been set aside for open space and showing appropriate restrictions limiting the use of such land to open space or to recreation in perpetuity, guaranteeing owners and occupants of the area to be developed a right and easement of use in such open space.

(4) A detailed plan setting forth the manner, means and proposed time of compliance with Section 1155.05.

(5) A detailed landscaping plan for all areas.

(6) A detailed parking plan.

(7) A detailed signage plan.

(b) Conditions for Final Plan Approval. The Planning Commission shall review the Final Plan and approve, modify and approve, or disapprove the Final Plan. The Planning Commission shall also transmit its decision to Council. Where Preliminary and Final Plan have been submitted simultaneously under 1155.13(a), the Planning Commission's decision regarding the Final Plan is conditioned on Council approval of the Preliminary Plan. The Planning Commission shall have thirty days from the date of the public hearing at which the Final Plan is considered to approve, deny or modify the Final Plan, provided that by mutual agreement between the applicant and the Planning Commission, that time limit may be extended. The time may be extended by mutual consent of the developer and the Planning Commission. The Planning Commission shall approve the application if it finds that the following conditions are met:

(1) The Final Plan accurately sets forth the area to be developed, the area to be set aside as open space with appropriate boundaries established by courses and distances, the quantity of land within the area to be approved and the quantity of land to be set aside as open space for the use of all occupants of the area;

(2) The Final Plan is substantially in accordance with the Preliminary Plan which has been previously filed with the Planning Commission and approved by Council;

(3) The density of dwelling units in any area does not exceed that shown on the Preliminary Plan;

(4) In residential Planned Unit Developments, the area reserved for open space and recreation is the sum of all areas for which Final Plan approval has been given or is requested and shall never be less than twenty-five percent (25%) of the cumulative quantity of land for all areas for which Final Plan approval has been given or requested;

(5) For phased projects already underway, satisfactory progress has been made in previously approved segments with respect to the provision and improvement of indicated recreational facilities; and

(6) The Final Plan accurately sets forth a schedule demonstrating proportionate development of the open space and recreational facilities in conjunction with the total project. A performance bond may be allowed to substitute for the actual construction of recreational facilities. Any such construction covered by a performance bond shall be completed within one year from the issuance of the performance bond. The amenities included in each phase shall be, in effect, completed prior to the issuance of occupancy permits.

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

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

ORDINANCE AMENDING PART 11, PLANNING AND ZONING CODE, RELATING TO SHORT-TERM RESIDENTIAL RENTAL LODGING BUSINESSES

WHEREAS, short-term rentals (aka vacation guest homes) are a relatively new form of transient lodging, and with their growing popularity and prominence, the City has experienced some issues related to these operating in predominantly residential neighborhoods; and

WHEREAS, short-term rentals are currently classified as Hotels as the Norwood Zoning Code is administered; they differ from traditional hotels and motels in ways that justify separate consideration under the Code; and

WHEREAS, Council is in the process of adopting a new Chapter 722 to regulate the use of short-term rentals; and

WHEREAS, research and studies on short-term rentals reveal that they may have a negative impact on the supply of affordable housing, as they deplete longer-term leaseholds in favor of shorter, and higher daily/monthly rental duration and rates; and

WHEREAS, the City recognizes that short-term rentals do offer: (1) supplemental income to persons who have homes with extra space (e.g., empty-nesters, pensioners); and (2) an alternative to commercial district hotels/motels; and

WHEREAS, the City desires to create and adopt reasonable zoning policies for these types of commercial transient lodgings that are reflective of Norwood's unique socio-economic character and land-use profile; and

WHEREAS, in accordance with Chapter 1117 of the Norwood Zoning Ordinance, the requisite public hearing by the City's Planning Commission for this text amendment was held on May 6, 2026, subject to public notification, to review, consider, and offer its input regarding this zoning ordinance amendment; and

WHEREAS, in accordance with Chapter 1117 of the Norwood Zoning Ordinance, and Section 713.12 of the Ohio Revised Code, the requisite public hearing by City Council was held on June 23, 2026, after required public notification; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Ohio,

Section 1. Chapter 1111, entitled "Definitions", is hereby amended to add the following new Zoning Definition:

1111.126B. SHORT-TERM RENTAL

"Short-term rental" means any residential dwelling unit, structure or property, or a mixed-use building or unit thereof, which is advertised for let, rent, or use for transient occupancy by guests, travelers, or visitors for a term of less than 30 days.

Section 2. Section 1151.42, Table 2, entitled “List of Permitted, Conditional, and Accessory Uses”, is amended as follows:

(a) “Motel, lodging” is deleted, as this use is already included under the listing “Lodging, Hotel, Motel”.

(b) A new use entitled, “Short-Term Rental”, is hereby added as a permitted use in all districts subject to the terms of Chapter 722, entitled “Short-Term Rentals”:

	R1	R2	R3	RMX	O	CBD	NBD	GBD	M1	M2
Short-Term Rental	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***	***P – Ch. 722***

Section 3. If any part of this Ordinance is found by a court of competent jurisdiction to be illegal, invalid, unenforceable, or void, then the remainder of this Ordinance shall remain in effect.

Section 4. As per Section 705.16 of the Ohio Revised Code, this Ordinance shall take effect within 30-days of its adoption, unless a lawful petition is received, or the Mayor vetoes its final approval.

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 READING

1st Reading ___________________________
Date

2nd Reading ___________________________
Date

3rd Reading ___________________________
Date

All 3 Readings _______________________
Date

Tabled _______________________________
Date

Vetoed _______________________________
Date

ORDINANCE ADOPTING NEW CHAPTER 722, ENTITLED "SHORT-TERM RENTALS", TO NORWOOD CODIFIED ORDINANCES TO ADDRESS LICENSING AND REGISTRATION FOR SHORT-TERM RENTAL BUSINESSES

WHEREAS, Chapter 3767 of the Ohio Revised Code enables municipalities to regulate public nuisances as a valid police power to promote and protect public comfort, convenience, health, safety, prevent injury, general welfare, including the use and exercise of businesses and/or trade, littering, as well as protecting individual and public property; and

WHEREAS, Part VII of the Norwood General Code enables the licensing of various businesses, including home occupations, sales, and rental agencies; and

WHEREAS, the City of Norwood regards Short-Term Rentals (STR) as a type of temporary transient lodging business that is typically located and operated within urban residential neighborhoods; and

WHEREAS, the City desires to treat STR as a type of lodging business that may not be easily and appropriately accommodated in traditional residential neighborhoods and therefore should be regulated similar to an activity like Home Sales, as well as securing excise taxes like required by hotels;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Hamilton County, Ohio, that the Norwood Codified Ordinances are amended to enact the following provisions pertaining to STR businesses within the City of Norwood, as follows:

Section 1. New Chapter 722, entitled "Short-Term Rentals", is hereby enacted to read as follows:

CHAPTER 722: SHORT-TERM RENTALS

722.01. SHORT-TERM RENTALS DEFINED

In this Chapter, "Short-Term Rental" or "STR" shall mean any residential dwelling unit, structure or property, or a mixed-use building, or a unit thereof, which is advertised for let, rent or use for transient occupancy by guests, travelers, or visitors for terms of less than 30 days.

722.02. REGISTRATION AND LICENSE

(a) No business, company, entity, or person shall advertise and operate any STR unit without receiving registration and license approval by the Chief Building Official or authorized staff delegate, in accordance with this Chapter. STR units in regular operation before the effective date of this Chapter shall have 90 days to file a registration application.

(b) The registration application shall include the full given name, address, and phone number of both the owner and caretaker / manager. The owner or caretaker / manager, must demonstrate that they have their permanent residence or regular place of business within 25 miles of the subject property. If a lessee or tenant operates a STR, then the written permission of the owner shall be required.

(c) The applicant shall certify that they have all necessary and valid building permit(s), fire/life safety facilities (e.g. carbon monoxide and smoke alarms, fire extinguishers), and a valid certificate of occupancy for all STR units, and that any outstanding orders under or violations of the Property Maintenance, Zoning, Health, or Fire Codes have been abated or resolved.

(d) Consistent with Chapter 3731 of the Ohio Revised Code, the owner and operator shall maintain compliance with all building, fire, hygienic, and sanitary requirements for listed transient lodging establishments.

(e) The applicant shall demonstrate that they have made application to the Norwood Treasurer for both Earned Income Tax and Lodging Tax, and that these are in good standing during each renewal period for both reporting and payment of taxes.

(f) The initial application fee shall be $300. An inspection is required to verify the documents/information submitted. A license and registration must be renewed every two years. The renewal fee shall be $250, with an inspection required. The fee shall cover applications for a maximum of two (2) units per building. In accordance with Ordinance 76-2024, for the years 2027 through 2030, these fees shall be increased by 2% each year.

(g) All completed applications will be reviewed, verified, and acted upon within 21 days of submission.

(h) The STR license and registration may not be transferred to a new owner or operator.

(i) Upon the approval and issuance of the license and registration, the certificate shall be prominently posted within each rental unit.

722.03. POLICIES

In order to protect the character, composition, density, peace and quiet of traditional residential neighborhoods:

(a) (1) No STR shall be operated after the effective date of this Chapter, unless it is located within a commercial or industrial district, other than as permitted under subsection (a)(2) or (a)(3) of this Section.

(2) A STR may be established after the effective date of this Chapter in a residential district, provided the owner or manager / operator resides full time in the building, either as owner-occupied, or as a permanent tenant leaseholder. A leaseholder shall provide documented evidence that owner accepts operation of STR business within the building.

(3) A STR in lawfully in regular operation at the time of the adoption of this Chapter shall be permitted to continue operation as a non-conforming use, provided registration is accomplished as specified in Section 722.02. For purposes of “Regular operation” for purposes of this Chapter means rented as a STR and/or actively held out and advertised for rental as a STR for the six months prior to the adoption of this Chapter.

(b) A STR shall be incidental to the principal use of an existing single-family detached dwelling, two-family dwelling, duplex, semi-detached, triplex, commercial or mixed-use building. In no case shall there be more than two (2) STR units within any individual building.

(c) In no case shall a STR be permitted as the predominant activity or use, by proportion of available gross floor area(s), in any newly constructed or developed residential building or structure.

(d) No more than two (2) adults shall be permitted per each individual STR bedroom.

(e) For each STR, the owner or operator shall provide an off-street parking space for each permanent resident, in addition to one (1) off-street parking space for each individual and separate STR unit.

722.04. VIOLATIONS.

An application under this Chapter shall be denied, and any issued license and registration shall be revoked, if any of the following apply:

(a) The STR has received three (3) or more building, property maintenance, or zoning code violations during any twenty-four (24) month period.

(b) The owner or operator has been found guilty of an act of prostitution or soliciting for prostitution, or an act that would constitute a violation of the Ohio Revised Code Chapters 2925 (Felony Drug Offenses) or 3719 (Controlled Substances) on the subject property.

(c) The subject property is subject to any unpaid fees, fines, tax arrears, or water utility balances.

(d) The applicant has made a material misrepresentation of fact on the registration application.

(e) A pre-existing STR not in conformity with this Chapter but allowed as a prior use under Section 722.03(a)(3) has ceased use as a STR by discontinuance or abandonment for a period of six months.

722.05. APPEALS

If the Chief Building Official denies the issuance of a license, or suspends or revokes a license, they shall send to the applicant or licensee by certified mail, return receipt requested, written notice of the action and the right to an appeal. Upon receipt of written notice of the denial, suspension, or revocation, the licensee whose application for a license has been denied or whose license has been suspended or revoked shall have the right to appeal to the Board of Zoning Appeals. An appeal must be in writing and filed within thirty (30) days after the receipt of notice of the decision of the Chief Building Official. Requests received by or on the 20th of the month shall be heard at the following month's regular BZA meeting when practical. When the 20th of the month falls on a weekend or holiday, applications shall be due on the nearest business day. The Board may, at its discretion, schedule a hearing in addition to its regular monthly hearings, or request a continuance or postponement based on the complexity, nature of the appeal, or verification of required notice. The licensee shall bear the burden of proof.

722.06. ENFORCEMENT AND PENALTY

Whoever operates a STR without proper registration, or otherwise violates any provision of this Chapter, shall be guilty of a minor misdemeanor. A separate offense shall be deemed committed each day during or on which a violation continues to occur. A conviction under this Chapter, other related City Ordinance or law of the State of Ohio for an offense related to the operation of the STR shall cause such license to be void and shall render the person so convicted ineligible for such license.

Section 2. If any part of this Ordinance is found by a court of competent jurisdiction to be illegal, invalid, unenforceable, or void, then the remainder of this Ordinance shall remain in effect.

PASSED: _________________________
Date

____
Joseph Geers
President of Council

ATTEST:

Kelsi Goins, Clerk of Council, 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 READING

1st Reading ________________________
Date

2nd Reading ________________________
Date

3rd Reading ________________________
Date

All 3 Readings _____________________
Date

Vetoed ____________________________

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

Date of Request:5/8/2026	Date Needed: 5/26/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	

Requested By:	Noah Powers
Contact:	Ssd@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

Requesting an ordinance adopting new Chapter 722, "Entitled Short-term Rentals" to address licensing and registration for short-term rental businesses. A proposed ordinance has been reviewed by the Norwood Planning Commission, in conjunction with a zoning code update recommended by the Norwood Planning Commission. These two pieces of legislation were viewed by the Planning Commission as companions, and therefore, passage of either both, or neither, is recommended.

Action Requested:	Non-Emergency - Three Readings with 30 Day Effectivity

If Emergency clause or suspension of rules for all three readings is needed, explain:

No emergency action is requested.

Special Notes/Instructions

This legislation, and the companion legislation, were reviewed extensively by Planning Commission prior to the proposals being passed to Council for consideration.

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

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

ORDINANCE ADOPTING NEW CHAPTER 920, ENTITLED "TRANSIT SYSTEM ACCESS POINTS", TO THE NORWOOD CODIFIED ORDINANCES TO ENSURE SAFE AND EFFICIENT ACCESS

WHEREAS, the Southwest Ohio Regional Transit Authority ("SORTA") operates transit centers and transit access points in the City of Norwood; and

WHEREAS, the City of Norwood and SORTA have a strong interest in promoting and protecting the safety and welfare of the traveling public by designating areas for transit centers and transit access points for the exclusive use of transit passengers; and

WHEREAS, Council wishes to provide for the designation of transit center zones and transit access points to ensure these promote the safe and efficient operation of the transit system; now, therefore,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Hamilton County, Ohio, that the Norwood Codified Ordinances are amended to enact the following provisions pertaining to transit center zones, transit access points, and bus stops within the City of Norwood, as follows:

SECTION 1. New Chapter 920, entitled "Transit System Access Points," within Title One, "Street and Sidewalk Areas, Use Regulations," of the Norwood Codified Ordinances is hereby ordained to read as follows:

CHAPTER 920: TRANSIT SYSTEM ACCESS POINTS

920.01. DESIGNATION OF TRANSIT CENTER ZONES, TRANSIT ACCESS POINTS, AND BUS RAPID TRANSIT ZONES

The Director of Service/Safety may designate any regional transit system access points located in the public right-of-way for the limited purposes of boarding or deboarding public transportation, waiting to board or purchasing a fare as follows:

(a) Transit Center Zones. The Service/Safety Director may designate a as a Transit Center Zone a transit center with a dedicated structure, that is a convergence point for multiple transit routes, located in the public right-of-way and separated from the pedestrian public, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a transit vehicle, waiting to board a transit vehicle, or purchasing a fare. Designated Transit Center Zones shall be clearly marked and contain readily visible signage indicating "Transit Center Zone" or other similar notification.

(b) Transit Access Points. The Service/Safety Director may designate as a Transit Center Zone a "bus stop" as designated by the regional transit authority, located in the public right-of-way, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a transit vehicle, waiting to board a transit vehicle, or purchasing a fare. Designated Transit Access Points shall be clearly marked and contain readily visible signage indicating "Bus Stop" or other similar notification.

(c) Bus Rapid Transit Zones. The Service Safety Director may designate as a Bus Rapid Transit Zone a platform located in the public right-of-way for use as a bus rapid transit area, which area shall be accessible exclusively by persons for the limited purposes of boarding or deboarding a bus rapid transit vehicle, waiting to board a bus rapid transit vehicle, or purchasing a fare. Designated Bus Rapid Transit zones shall be clearly marked and contain readily visible signage indicating “Bus Rapid Transit Zone” or other similar notification.

920.02. TRESPASS IN A DESIGNATED TRANSIT SYSTEM ACCESS POINT

No person shall enter or remain upon, occupy, or use a Transit Center Zone, Transit Access Point, or Bus Rapid Transit Zone designated pursuant to Section 920.01 of this Chapter for purposes other than boarding or deboarding a transit vehicle, waiting for a transit vehicle, or purchasing a fare. A person is in violation of this section only after having occupied a Transit Center Zone, Transit Access Point, or Bus Rapid Transit Zone for a period of time that exceeds that which is necessary to purchase a fare and to wait for, board, or deboard a transit vehicle. It shall be prima facie evidence of a violation of this section if a person remains in a designated transit center access point after each route has been served by a transit vehicle at that stop and the person does not board any of the transit vehicles.

920.03. PROHIBITED ACTIVITIES

(a) The following activities are prohibited in any Transit Center Zone, Transit Access Point, or Bus Rapid Transit Zone so designated under this Chapter: smoking, drug use, alcohol use, gambling, littering, public urination, disorderly conduct, unauthorized vending, loitering, obstructing walkways, and sleeping. For purposes of this section, prohibited “sleeping” constitutes eyes closed and lying down with bedding present.

920.99. PENALTY.

A person violating this Chapter shall be guilty of a minor misdemeanor and shall be fined not more than $150 for the first offense. A second offense is a misdemeanor of the fourth degree with fines up to $250.

SECTION 2. If any part of this Ordinance is found by a court of competent jurisdiction to be illegal, invalid, unenforceable, or void, then the remainder of this Ordinance shall remain in effect.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: ______________________________ ______________________________

Date

Joseph Geers
President of Council

ATTEST:

Kelsi Goins, Clerk of Council, 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

PASSED: ______________________________ ____________________________________

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

Vetoed _______________________________

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

Date of Request: 06/15/2026 Date Needed: 06/23/2026

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

Name: Victor Schneider

(Name of person(s) requesting document, amendment, or repeal / Department / E-Mail / Telephone)

Document Needed: ☑ Ordinance ☐ Resolution ☐ Amendment ☐ Repeal

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)*

Ordinance prohibiting trespassing and other misconduct at designated regional transit stops.

☐ ***Check if emergency clause or suspension of rules for all three readings is needed (explain):***

Special Notes/Instructions:

Keith D Moore, Law Director
kmoore@norwood-ohio.com
513-458-4585 / 513-258-5483

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

AN ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO ENTER INTO AN AMENDED AGREEMENT WITH HAMILTON COUNTY REGARDING A GRANT FOR THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM (CEDAP) FOR THE MONTGOMERY ROAD SIDEWALK SAFETY & DUKE UTILITY POLE REMOVAL, AND DECLARING AN EMERGENCY.

WHEREAS, on March 23, 2023, Hamilton County and the City of Norwood entered into that Agreement (the "Original Agreement") where the County granted to the City up to One Hundred Forty-Eight Thousand Dollars ($148,000) (the "Grant") for payment of the costs associated with the completion of the Project;

WHEREAS, the City agreed to perform all activities necessary to complete the Project described in the Original Agreement on the terms and conditions stated therein; and

WHEREAS, on September 23, 2024, the County and City entered into a First Amendment to the Original Agreement extending the Project completion timeline through April 30, 2026; and

WHEREAS, the City has experienced delays in project completion due to delays attributable to partner contractors involved in implementation of the Project; and

WHEREAS, the Project was not completed prior to expiration of the Project completion deadline established under the First Amendment; and

WHEREAS, the County and City desire to reinstate the Original Agreement, as previously amended, and further amend the Project completion deadline.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, Ohio, that this Ordinance is hereby approved, as follows:

Section 1. The Safety Service Director is hereby authorized to enter into an amendment to the agreement with the Board of Hamilton County Commissioners, attached hereto as Exhibit A.

Section 2. This Ordinance is hereby declared to be an emergency measure thereby allowing for the suspension of the three (3) meeting separate readings, and warranting immediate adoption. The reason for said emergency is to allow the extension of the project timeline so as not to forfeit the grant funding.

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

1st Reading ________________________
Date

2nd Reading ________________________
Date

3rd Reading ________________________
Date

All 3 Readings _____________________
Date

Tabled ____________________________
Date

Vetoed ____________________________
Date

REINSTATEMENT AND **SECOND AMENDMENT** to the **COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT** Between **HAMILTON COUNTY, OHIO** and the **CITY OF NORWOOD, OHIO** for the **2022 COMMUNITY AND ECONOMIC DEVELOPMENT ASSISTANCE PROGRAM (CEDAP) FUNDS**

This Reinstatement and Second Amendment to the Community Development Block Grant Agreement dated March 23, 2023, is made as of May 1, 2026, (the "Effective Date"), regardless of the date of signature, by and between the Board of County Commissioners, Hamilton County, Ohio on behalf of its Hamilton County Planning + Development Department ("COUNTY") and the City of Norwood, Ohio ("CITY").

WHEREAS, the COUNTY is the recipient of federal Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the COUNTY issued a Request for Proposals for the Community and Economic Development Assistance Program (CEDAP); and

WHEREAS, the COUNTY selected the proposal submitted by the CITY; and

WHEREAS, on March 23, 2023, the COUNTY and CITY entered into that Agreement (the "Original Agreement") where the COUNTY granted to the CITY up to One Hundred Forty-Eight Thousand Dollars ($148,000) (the "Grant") for payment of the costs associated with the completion of the Project;

WHEREAS, the CITY agreed to perform all activities necessary to complete the Project described in the Original Agreement on the terms and conditions stated therein; and

WHEREAS, the CITY agreed to apply the proceeds of the Grant to pay the expenses of the activities described in the Original Agreement's Scope of Work (Exhibit A) and shall complete the Project no later than 18 months after execution of the Original Agreement; and

WHEREAS, on September 23, 2024, the COUNTY and CITY entered into a First Amendment to the Original Agreement extending the Project completion timeline through April 30, 2026; and

WHEREAS, the CITY has experienced delays in project completion due to delays attributable to partner contractors involved in implementation of the Project; and

WHEREAS, the Project was not completed prior to expiration of the Project completion deadline established under the First Amendment; and

WHEREAS, the COUNTY and CITY desire to reinstate the Original Agreement, as previously amended, and further amend the Project completion deadline.

NOW THEREFORE, incorporating these premises and in consideration of mutual promises, terms and conditions contained herein, the parties hereby agree as follows:

1. **Definitions.**
   Unless otherwise specifically defined herein, each term used herein shall have the meaning assigned to such term in the Original Agreement.

2. **Reinstatement.**
   The parties hereby reinstate the Original Agreement, as previously amended by the First Amendment, solely for the purpose of extending the Project completion deadline as set forth herein.

3. **Amendment to Project Completion Deadline.**
   Section 22 of the Original Agreement, previously amended by the First Amendment, is hereby amended solely to extend the Project completion deadline, and the CITY shall complete the Project no later than December 31, 2026.

   No additional grant funding is being awarded under this Second Amendment. The CITY shall remain responsible for providing any additional funds necessary or convenient to complete the Project. Future funding may be contingent upon satisfactory compliance with and progress toward completion of this and/or previously funded Hamilton County Planning + Development Department projects.

4. **Effect of Amendment.**
   Except as herein amended, all terms and conditions of the Original Agreement, as previously amended, are hereby reaffirmed and shall remain in full force and effect. The Original Agreement, First Amendment, and this Reinstatement and Second Amendment shall be construed as one document.

[REMAINDER OF PAGE LEFT BLANK. SIGNATURES FOLLOW.]

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Reinstatement and Second Amendment effective as of the first date written above.

Board of County Commissioners
Hamilton County, Ohio

City of Norwood, Ohio

Jeffrey W. Aluotto
County Administrator

Date:

Noah Powers
Safety-Service Director

Date:

Approved as to form:

Signed by:
Jedidah H. Clark
A61DBD331A264EC... 7/1/2026

Assistant Prosecuting Attorney
Hamilton County, Ohio

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

Date of Request:7/8/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@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	
Requesting an ordinance authorizing the Safety-Service Director to sign an amended agreement with Hamilton County for the utilization of Community and Economic Development Assistant Program Funds in support of the Montgomery Road Pedestrian Safety Improvement project.	
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:	
Requesting emergency action to allow this amended agreement to be signed quickly and ensure that funds are available for public improvements.	
Special Notes/Instructions	
The initial agreement was approved by Council through Ordinance 07-2023. Amendment attached.	

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

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

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE LEXINGTON AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, Council desires to authorize the financing of improvements to Lexington Avenue on the most favorable terms possible; now therefore,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that this Ordinance is hereby approved, as follows:

SECTION 1. The Safety-Service Director is hereby authorized to sign the attached Project Grant/Loan Agreement with the Ohio Public Works Commission to provide 100% of the total project cost, not to exceed $1,656,000.00, a copy of which is attached as Exhibit A, to complete Lexington Avenue Improvements Project, OPWC Project ID: CB06AD / CB07AD.

SECTION 2. The City Auditor is hereby authorized to sign a Promissory Note to the Ohio Public Works Commission $828,000.00, which is part of attached Exhibit A at the rate of 0% interest per year for 30 years, etc., and the City Treasurer is authorized to pay any warrants repaying the Promissory Note out of the **PERMISSIVE TAX FUND – #2005** or the **STREET FUND - #2002.**

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 forthwith to establish the financing necessary to complete Lexington Avenue Improvements Project to make Lexington Avenue and its adjoining infrastructure as safe as possible on the most favorable terms to the City of Norwood.

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

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement ("Agreement") is entered into on July 1, 2026

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the "OPWC"), and

City of Norwood

("Recipient"), in respect of the Project named

Lexington Avenue Improvements

as described in Appendix A of this Agreement ("Project") to provide 100% of the total Project cost ("Participation Percentage"), not to exceed $1,656,000

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CB06AD / CB07AD

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. DEFINITIONS AND GENERAL PROVISIONS. The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or reginal water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

"Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a governmental unit, as used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE - GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Eight Hundred Twenty Eight Thousand Dollars **($**828,000 **)**. Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. FINANCIAL ASSISTANCE – LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Eight Hundred Twenty Eight Thousand Dollars **(**$828,000), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;

2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and

3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.

2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.

J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:

1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.

2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.

3. The OPWC shall be released from all obligations to Recipient.

4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.

L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal $5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.

M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

IV. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

V. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

VI. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.
Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;

2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;

3. A Disbursement Request Form properly certified by the Chief Executive Officer and the Chief Fiscal Officer; and

4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient’s control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient’s initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee’s official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.

B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project – Qualified Service Contracts.

1. *General*. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts – Rev. Proc. 2017-13*. Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

(i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a "per-unit fee" means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions*. The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

IX. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

X. AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

XI. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

XII. THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other that the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

XIII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIV. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.

XVI. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XVII. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds

XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CB06AD / CB07AD is effective as of the date first written above.

RECIPIENT
City of Norwood

Noah Powers, Safety Service Director

STATE OF OHIO
Ohio Public Works Commission

Abbey DeHart

Abbey DeHart, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

1) *Project Schedule.* Construction must begin within one year of July 1, 2026 . Construction is scheduled to begin April 5, 2027 with completion by November 30, 2027 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.

2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

Noah Powers, Safety Service Director	to act as the Chief Executive Officer;
Ken Miracle, Auditor	to act as the Chief Fiscal Officer; and
John Goedde, Project Engineer	to act as the Project Manager.

3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project is on Lexington Avenue in the City of Norwood from Montgomery Road to Regent Avenue.

.

Description:

of curb, underdrains, and roof drain collectors, construction of drive aprons, replacement and upgrading of storm facilities, sidewalk replacement as needed, utility adjustments, and installation of curb ramps.

Appendix B

**Local Subdivision Contribution, Disbursement Ratio,
Project Financing and Expenses Scheme**

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 0 **%** of the total Project Cost. The OPWC Participation Percentage shall be 100 **%** not to exceed **$** 1,656,000 .

2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	190,000
b) Construction Administration	0
c) Right-of-Way	0
d) Construction	1,466,000
e) Permits, Advertising, Legal	0
f) Construction Contingencies	0
Total Estimated Costs	1,656,000

Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	0
Public Revenue – ODOT/FHWA	0
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	0
b) OPWC Funds	
Grant	828,000
Loan	828,000
Total OPWC Funds	1,656,000
Total Financial Resources	1,656,000

Ohio Public Works Commission

PROMISSORY NOTE

$ 828,000 City of Norwood

July 1, 2026 CB07AD

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **$** 828,000 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 30 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Hamilton County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: ________________________________

Ken Miracle, Auditor

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

Date of Request:7/8/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@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	
Requesting an ordinance to authorize the Safety-Service Director to enter into an agreement with the OPWC to provide a 50% Loan/50% Grant for the reconstruction of Lexington Avenue. Estimate for the project is $1,656,000. The loan is repayable over 30 years.	
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:	
Emergency Action is requested to allow the project to proceed as quickly as possible. This agreement is the result of the application filed pursuant to Ordinance 70 – 2025. This street recently received a “mill and fill” improvement paid for by Uptown Rentals. While this improvement project has made a temporary improvement, it has not resolved the underlying structural issues with the roadbed. If this project is not approved, the expectation is that the roadway will fail quickly in subsequent years.	
Special Notes/Instructions	
Agreement attached.	

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

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

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE WESLEY AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, Council desires to authorize the financing of improvements to Wesley Avenue on the most favorable terms possible; now therefore,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that this Ordinance is hereby approved, as follows:

SECTION 1. The Safety-Service Director is hereby authorized to sign the attached Project Grant/Loan Agreement with the Ohio Public Works Commission to provide 100% of the total project cost, not to exceed $1,872,000.00, a copy of which is attached as Exhibit A, to complete Wesley Avenue Improvements Project, OPWC Project ID: CB01AD / CB02AD.

SECTION 2. The City Auditor is hereby authorized to sign a Promissory Note to the Ohio Public Works Commission for $936,000.00, which is part of attached Exhibit A at the rate of 0% interest per year for 30 years, etc., and the City Treasurer is authorized to pay any warrants repaying the Promissory Note out of the **PERMISSIVE TAX FUND – #2005** or the **STREET FUND - #2002.**

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 forthwith to establish the financing necessary to complete Wesley Avenue Improvements Project to make Wesley Avenue and its adjoining infrastructure as safe as possible on the most favorable terms to the City of Norwood.

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

1st Reading __________________________
Date

2nd Reading __________________________
Date

3rd Reading __________________________
Date

All 3 Readings ______________________
Date

Tabled ______________________________
Date

Vetoed ______________________________
Date

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement (“Agreement”) is entered into on July 1, 2026

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (“Director” or the “OPWC”), and

City of Norwood

(“Recipient”), in respect of the Project named

Wesley Avenue Improvements

as described in Appendix A of this Agreement (“Project”) to provide 100% of the total Project cost (“Participation Percentage”), not to exceed $1,872,000

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CB01AD / CB02AD

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. DEFINITIONS AND GENERAL PROVISIONS. The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or reginal water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

"Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a governmental unit, as used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE - GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Nine Hundred Thirty Six Thousand Dollars **($**936,000 **)**. Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. FINANCIAL ASSISTANCE – LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Nine Hundred Thirty Six Thousand Dollars **(**$936,000), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;

2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and

3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

   1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.

   2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.

J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:

   1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.

   2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.

   3. The OPWC shall be released from all obligations to Recipient.

   4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.

L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal $5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.

M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

IV. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

V. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

VI. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.
Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;

2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;

3. A Disbursement Request Form properly certified by the Chief Executive Officer and the Chief Fiscal Officer; and

4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.

B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project – Qualified Service Contracts.

1. *General*. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts – Rev. Proc. 2017-13*. Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

(i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions*. The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

IX. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

X. AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

XI. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

XII. THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other that the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

XIII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIV. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.

XVI. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XVII. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds

XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CB01AD / CB02AD is effective as of the date first written above.

RECIPIENT
City of Norwood

Noah Powers, Safety Service Director

STATE OF OHIO
Ohio Public Works Commission

Abbey DeHart

Abbey DeHart, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

1) *Project Schedule.* Construction must begin within one year of July 1, 2026. Construction is scheduled to begin March 1, 2027 with completion by December 31, 2028. The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.

2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

Noah Powers, Safety Service Director to act as the Chief Executive Officer;
Ken Miracle, Auditor to act as the Chief Fiscal Officer; and
Clint Zimmerman to act as the Project Manager.

3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project consists of the reconstruction of Wesley Avenue, from Norwood Avenue to Buxton Avenue, in the City of Norwood.

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Description:

of curb, underdrains, and roof-drain collectors, construction of drive aprons, replacement and upgrading of storm facilities, utility adjustments, and installation of curb ramps.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 0 **%** of the total Project Cost. The OPWC Participation Percentage shall be 100 **%** not to exceed **$** 1,872,000 .

2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	215,000
b) Construction Administration	0
c) Right-of-Way	0
d) Construction	1,657,000
e) Permits, Advertising, Legal	0
f) Construction Contingencies	0
Total Estimated Costs	1,872,000

Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	0
Public Revenue – ODOT/FHWA	0
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	0
b) OPWC Funds	
Grant	936,000
Loan	936,000
Total OPWC Funds	1,872,000
Total Financial Resources	1,872,000

Ohio Public Works Commission

PROMISSORY NOTE

$ 936,000 City of Norwood

July 1, 2026 CB02AD

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **$** 936,000 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 30 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Hamilton County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: ________________________________

Ken Miracle, Auditor

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

Date of Request:7/8/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@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	
Requesting an ordinance to authorize the Safety-Service Director to enter into an agreement with the OPWC to provide a 50% Loan/50% Grant for the reconstruction of Wesley Avenue. Estimate for the project is $1,872,000. The loan is repayable over 30 years.	
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:	
Emergency Action is requested to allow the project to proceed as quickly as possible. This agreement is the result of the application filed pursuant to Ordinance 70 – 2025.	
Special Notes/Instructions	
Agreement attached.	

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

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

ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION ("OPWC") FOR THE WAYLAND AVENUE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, Council desires to authorize the financing of improvements to Wayland Avenue on the most favorable terms possible; now therefore,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Norwood, State of Ohio, that this Ordinance is hereby approved, as follows:

SECTION 1. The Safety-Service Director is hereby authorized to sign the attached Project Grant/Loan Agreement with the Ohio Public Works Commission to provide 100% of the total project cost, not to exceed $1,139,000.00, a copy of which is attached as Exhibit A, to complete Wayland Avenue Improvements Project, OPWC Project ID: CB08AD/ CB09AD.

SECTION 2. The City Auditor is hereby authorized to sign a Promissory Note to the Ohio Public Works Commission for $570,000.00, which is part of attached Exhibit A at the rate of 0% interest per year for 30 years, etc., and the City Treasurer is authorized to pay any warrants repaying the Promissory Note out of the **PERMISSIVE TAX FUND – #2005** or the **STREET FUND - #2002.**

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 forthwith to establish the financing necessary to complete Wayland Avenue Improvements Project to make Wayland Avenue and its adjoining infrastructure as safe as possible on the most favorable terms to the City of Norwood.

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

1st Reading ________________________
Date

2nd Reading ________________________
Date

3rd Reading ________________________
Date

All 3 Readings _____________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement ("Agreement") is entered into on July 1, 2026

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the "OPWC"), and

City of Norwood

("Recipient"), in respect of the Project named

Wayland Avenue Improvements

as described in Appendix A of this Agreement ("Project") to provide 100% of the total Project cost ("Participation Percentage"), not to exceed $1,139,000

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CB08AD / CB09AD

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. DEFINITIONS AND GENERAL PROVISIONS. The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or reginal water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

"Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a governmental unit, as used in Code Sections 141 and 148.

"Utility" means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

II. FINANCIAL ASSISTANCE - GRANT. Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Five Hundred Sixty Nine Thousand Dollars **($** 569,000 **)**. Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.

III. FINANCIAL ASSISTANCE – LOAN. Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Five Hundred Seventy Thousand Dollars **(**$ 570,000), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:

1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;

2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and

3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.

E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or

2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.

2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.

J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:

1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.

2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.

3. The OPWC shall be released from all obligations to Recipient.

4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.

L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal $5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.

M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

IV. LOCAL SUBDIVISION CONTRIBUTION. The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.

V. PROJECT SCHEDULE. Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.

VI. DISBURSEMENTS. All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:

A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.

B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request.
Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;

2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;

3. A Disbursement Request Form properly certified by the Chief Executive Officer and the Chief Fiscal Officer; and

4. Such other certificates, documents and other information as the Director may reasonably require.

   If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.

D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.

E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient’s control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient’s initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee’s official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.

B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.

B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.

D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.

E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.

F. Use of the Project – Qualified Service Contracts.

1. *General*. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.

2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.

a. *Qualified Service Contracts – Rev. Proc. 2017-13*. Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:

b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;

c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;

e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;

f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;

g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);

h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;

i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and

j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:

   (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

(ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and

(iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

a. The compensation for services provided pursuant to the Service Contract is reasonable;

b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;

c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:

(i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (*e.g.*, the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

(ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or

(iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or

(iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a "per-unit fee" means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or

(vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

(vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.

d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;

e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;

f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and

g. The Recipient and the Service Provider are not Related Parties.

4. *Exceptions*. The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);

2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;

3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.

I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.

J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:

1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);

2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;

3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;

4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;

5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;

6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and

7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.

IX. PROGRESS REPORTS. The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

X. AUDIT RIGHTS. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

XI. GENERAL ASSEMBLY APPROPRIATION. The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

XII. THIRD PARTY RIGHTS AND LIABILITY. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other that the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.

XIII. TERMINATION. The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.

XIV. GOVERNING LAW. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.

XV. SEVERABILITY. If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.

XVI. ENTIRE AGREEMENT. This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

XVII. CAPTIONS. Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds

XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.

XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CB08AD / CB09AD is effective as of the date first written above.

RECIPIENT City of Norwood	STATE OF OHIO Ohio Public Works Commission
_______________________	Abbey DeHart
Noah Powers, Safety Service Director	Abbey DeHart, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

1) *Project Schedule.* Construction must begin within one year of July 1, 2026 . Construction is scheduled to begin March 1, 2027 with completion by December 31, 2028 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.

2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

Noah Powers, Safety Service Director	to act as the Chief Executive Officer;
Ken Miracle, Auditor	to act as the Chief Fiscal Officer; and
Clint Zimmerman	to act as the Project Manager.

3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

The project consists of the reconstruction of Wayland Avenue, from Montgomery Road to Regent Avenue, in the City of Norwood.

.

Description:

curb, underdrains, and roof drain collectors, construction of drive aprons, replacement and upgrading of storm facilities, sidewalk replacement as needed, utility adjustments, and installation of curb ramps.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

1) *OPWC/Local Subdivision Participation Percentages*: For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 0 **%** of the total Project Cost. The OPWC Participation Percentage shall be 100 **%** not to exceed **$** 1,139,000 .

2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	130,000
b) Construction Administration	0
c) Right-of-Way	0
d) Construction	1,009,000
e) Permits, Advertising, Legal	0
f) Construction Contingencies	0
Total Estimated Costs	1,139,000

Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	0
Public Revenue – ODOT/FHWA	0
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	0
b) OPWC Funds	
Grant	569,000
Loan	570,000
Total OPWC Funds	1,139,000
Total Financial Resources	1,139,000

Ohio Public Works Commission

PROMISSORY NOTE

$ 570,000 City of Norwood

July 1, 2026 CB09AD

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of **$** 570,000 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to **0%** per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 30 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Hamilton County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: ____

Ken Miracle, Auditor

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

Date of Request:7/8/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@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	
Requesting an ordinance to authorize the Safety-Service Director to enter into an agreement with the OPWC to provide a 50% Loan/50% Grant for the reconstruction of Wayland Avenue. Estimate for the project is $1,139,000. The loan is repayable over 30 years.	
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:	
Emergency Action is requested to allow the project to proceed as quickly as possible. This agreement is the result of the application filed pursuant to Ordinance 70 – 2025.	
Special Notes/Instructions	
Agreement attached.	

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

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

RESOLUTION AUTHORIZING THE CITY AUDITOR TO APPROVE A "THEN AND NOW" CERTIFICATE FROM CITY OF CINCINNATI C/O ENTERPRISE TECHNOLOGY SOLUTIONS, FUND 1001-0911-57200, FOR CITY'S PORTION OF COSTS FOR 2025 TO USE THE CINCINNATI RADIO SYSTEM AND DECLARING AN EMERGENCY

WHEREAS, the City Auditor has requested that the Council authorize the Auditor to approve a "Then and Now" certificate payable to the City of Cincinnati c/o Enterprise Technology Solutions, for a total of $7,409.67, for the City's portion of costs for 2025 to use the Cincinnati Radio System, which is the amount of funds that were not obligated by December 31, 2025; and

WHEREAS, the amount of $7,409.67 exceeds the threshold of $3,000.00 that City Auditor Ken Miracle can approve without Council authorization; and

WHEREAS, the payment is for the City's portion of costs for 2025 to use the Cincinnati Radio System incurred as of December 31, 2025; now therefore,

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

SECTION 1. The City Auditor's office is hereby authorized to approve a "Then and Now" certificate payable to the City of Cincinnati c/o Enterprise Technology Solutions, for a total of $7,409.67 from the **PUBLIC LANDS AND BUILDINGS FUND 1001-0911-57200** for the City's portion of costs for 2025 to use the Cincinnati Radio System incurred as of December 31, 2025. This certificate shall state that, both at the time the contract was made (then) and at the time the certificate is executed (now), the amount of the contract has been lawfully appropriated for the contract, that the appropriation remains unencumbered, and that resources to pay the obligation when it comes due are on hand or in the process of collection to the credit of the **PUBLIC LANDS AND BUILDINGS FUND 1001-0911-57200**

SECTION 2. This resolution is declared an emergency resolution 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 ensure compliance and maintain a positive relationship with the City of Cincinnati c/o Enterprise Technology Solutions.

PASSED_________________________ ____________________________________

Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 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

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

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

Date of Request:7/6/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Clint Zimmerman
Contact:	czimmerman@norwoodohio.gov
Document Requested:	Ordinance
Executive Summary of document needed: Request authorizing the Auditor's Office to issue a then and now certificate for the payment of a 2026 invoice in the amount of $7,409.67 to City of Cincinnati c/o Enterprise Technology Solutions to be taken from the Public Lands and Buildings contractual key (1001-0911-57200) as the City's portion of costs for the shared communication tower at Norwood Public Works Building, 3001 Harris Ave.	
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	
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	
This is the City of Norwood's portion of costs to operate the communication tower at the rear of the Public Works building.	

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

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

CITY OF CINCINNATI INVOICE

Customer Name: City of Norwood
Customer Number: CITY OF NORWOOD

Remit To:

Enterprise Technology Solutions
Centennial II Plaza, Suite 300
805 Central Ave
Cincinnati OH 45202

Invoice Date: 06/02/2026
Invoice Number: 091-26085
Amount Due: $7,409.67
Due Date: 07/02/2026
Amount Enclosed

____

Bill to:

City of Norwood
4645 Montgomery Road
Norwood OH 45212

Payment Method: Check__ Money Order__

___Please check if address has changed. Write correct address on back of stub and attach with payment.

Please write invoice No on front of check or Money order. DO NOT MAIL CASH

Make checks payable to City of Cincinnati. Please detach the above stub and return with your remittance to the following address:

Enterprise Technology Solutions
805 Central Ave
Centennial II Plaza, Suite 300
Cincinnati OH 45202

Customer Name	Customer Number	Orig.Inv.Date	Orig.Due.Da
City of Norwood	CITY OF NORWOOD	06/02/2026	07/02/202
	Invoice Number	Invoice Date	
	091-26085	06/02/2026	

Invoice Charges

Ref Line No.	DESCRIPTION	No. of Units	Unit of Measure	Unit Price	Charges/ Credit
001	800MHZ Radio Tower Utility Cost Reimbursement for 2025 to use Cincinnati Radio System				$7,409.67

Other Charges
DESCRIPTION

TOTAL INVOICE CHARGES:	$7,409.67
OTHER CHARGES:	
TOTAL PAYMENTS AND CREDITS:	$.00
TOTAL AMOUNT DUE BY 07/02/2026	$7,409.67

Instructions

CONTACT:
Sharon Sanders 513-352-4268 091

A RESOLUTION AUTHORIZING THE SAFETY-SERVICE DIRECTOR OF THE CITY OF NORWOOD, OHIO TO ENTER INTO A COOPERATION AGREEMENT WITH THE HAMILTON COUNTY BOARD OF COMMISSIONERS FOR PARTICIPATION IN THE HAMILTON COUNTY ENTITLEMENT PROGRAM FOR PROGRAM YEARS 2027, 2028, AND 2029, AS DETAILED IN THE ATTACHED APPENDIX; AND DECLARING AN EMERGENCY.

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, providing federal financial assistance through Community Development Block Grant (CDBG), HOME Investment Partnership, and Emergency Solutions Grant (ESG) programs; and

WHEREAS, Section 307.15 of the Ohio Revised Code (ORC) authorizes the City of Norwood to enter into an agreement with the Board of County Commissioners whereby the County may exercise any power, perform any function, or render any service on behalf of the City which the City itself may exercise; and

WHEREAS, Sections 303.26 and 307.85(A) of the Ohio Revised Code grant the City and the County the statutory authority to cooperate with other governmental units to operate federal programs; and

WHEREAS, a written Cooperation Agreement covering Program Years 2027, 2028, and 2029 (from October 1, 2027, through September 30, 2030) has been prepared and provided to this Council as an appendix to this Resolution; now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORWOOD, STATE OF OHIO, THAT:

SECTION 1: Authorization to Execute Agreement and Incorporation of Appendix

The Safety-Service Director is hereby authorized and directed to execute, on behalf of the City, the Cooperation Agreement for the Hamilton County Entitlement Program for Program Years 2027, 2028, and 2029. A complete copy of said Cooperation Agreement is attached hereto as "Appendix A" and is hereby fully incorporated into this Resolution by reference as if rewritten herein.

SECTION 2. Grant of Authority to Hamilton County

Pursuant to ORC Section 307.15 and the terms of the incorporated Appendix A, the City hereby grants Hamilton County the authority to undertake and execute on behalf of the City all things necessary to apply for, receive, and expend urban county formula funds, including final decision-making authority regarding project priorities and application contents.

SECTION 3: Commitment to Subrecipient and Federal Compliance

The City covenants to fully comply with all administrative, reporting, civil rights, real property disposal, and program income requirements set forth by federal law and detailed in the terms of the attached Appendix A.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any committees that resulted in such formal action were conducted in compliance with all applicable legal requirements.

SECTION 5. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare, and shall go into effect forthwith. The reason for the emergency is to allow the City to make a timely submission of the Cooperation Agreement which is due to Hamilton County by August 3, 2026, and which was initially received by the Safety-Service Director on June 24, 2026.

PASSED__________________________
Date

____
Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 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

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings _____________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

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

Date of Request:7/6/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Noah Powers
Contact:	Ssd@norwoodohio.gov
Document Requested:	Resolution
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Requesting a resolution authorizing the Safety-Service Director to sign the cooperation agreement with Hamilton County to allow the city to participate in the CDBG, ESG, and HOME programs in conjunction with Hamilton County.	
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:	
Requesting emergency action to allow the city to make a timely submission of this agreement, which is due to the county by August 3rd. This agreement was initially received by the city on June 24, 2026.	
Special Notes/Instructions	
The city has been party to similar agreements with Hamilton County in past years and made significant use of CDBG funding to make infrastructure and park improvements in various areas of the city. Agreement attached.	

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

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

APPENDIX A

COOPERATION AGREEMENT
for the
HAMILTON COUNTY ENTITLEMENT PROGRAM

Program Years 2027, 2028, 2029

This Agreement between the County of Hamilton, Ohio, hereinafter referred to as

"County" and the__________Ohio, hereinafter referred to as "City/Village".

WITNESSETH:

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended, (hereinafter called the "Act"), which has as its primary objective, the development of viable urban communities, and whereby federal assistance will be provided for the support of community development activities which are directed toward the following specific objectives:

1) The elimination of slums and blight and the prevention of blighting influences and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income;

2) The elimination of conditions which are detrimental to health, safety, and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities;

3) The conservation and expansion of the Nation's housing stock in order to provide a decent home and suitable living environment for all persons, but principally those of low and moderate income;

4) The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities;

5) A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreation, and other needed activity centers;

6) The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for

persons of lower income and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of higher income;

7) The restoration and preservation of properties of special value for historic, architectural, or esthetic reasons;

8) The alleviation of physical and economic distress through the stimulation of private investment and downtown revitalization in Neighborhood Business Districts.

WHEREAS, both the City/Village and the County are desirous of entering into community development activities within Hamilton County, which are directed toward the above and specific objectives, and for that reason, desirous of seeking such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages the joining together by agreement of counties and municipalities with populations less than 50,000, for the purpose of carrying out the objectives of the Act;

WHEREAS, municipalities and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code (ORC) to enter into agreements whereby a Board of County Commissioners undertakes, and is authorized by the contracting City/Village, to exercise any power, perform any function, or render any service, on behalf of the City/Village which such City/Village may exercise, perform or render; and

WHEREAS, the City/Village and the County each have the authority to carry out the kinds of activities which are the objectives of the Act pursuant to Section 303.26 of the Ohio Revised Code, et Seq.; and

WHEREAS, the County has authority under Section 307.85(A) of the Ohio Revised Code to cooperate with other governmental agencies in operating any federal program enacted by the United States Congress; and

WHEREAS, the City/Village and the County have agreed that it is in the best interest of carrying out the objectives of the Act within Hamilton County that the City/Village and the County should join together in both the CDBG, ESG, and HOME Investment Partnership Programs.

IT IS AGREED BETWEEN PARTIES THAT:

1. This Agreement covers Program Years 2027, 2028, and 2029 from October 1, 2027 through September 30, 2030, of both the Community Development Block Grant (CDBG) Entitlement Program and the HOME Investment Partnership Program. By executing this Agreement and participating in the Hamilton County Programs, the City/Village

understands that it may not apply for grants under the Small Cities or State CDBG Program for fiscal years during the period in which it participates, and that it may receive a formula allocation under the HOME Program only through the urban county. Even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments except for Hamilton County. The County shall also prepare and submit an application for "ESG" funds as they are made available. The City/Village may receive a formula allocation under the ESG Program only through the Urban County if funds become available.

2. The County shall prepare and submit an application to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, as amended. These applications shall set forth a summary of a community development plan which identifies community development needs, demonstrates a comprehensive strategy for meeting those needs, and specifies both short and long term community development objectives, which have been developed in accordance with area wide development planning and national urban growth policies, and otherwise conforms with Section 104 of the Act. The community development plan described above shall hereinafter be called the "Plan".

3. The City/Village may prepare applications of recommended projects and activities for community development within its boundaries, of which the activities and objectives must be in accordance with the objectives of the Act. These applications shall be submitted to the Hamilton County Department of Community & Economic Development, which will be the reviewing agency for all proposed activities and objectives to be included in the Plan. The Hamilton County Department of Community & Economic Development shall make recommendations to the Board of County Commissioners for the contents of the plan and for recommended priorities among these various projects and activities which may be submitted. Final approval of projects and activities to be included in the plan is the responsibility of the Board of County Commissioners. It is also understood between the parties that the County has the authority and responsibility to make decisions concerning the contents of the applications, and that the projects and activities for which approval and urban county formula funding is sought under these applications shall be in conformance with the purposes of the Act and the Plan.

4. If projects or activities with the City/Village are approved and funded, pursuant to the applications, the County will have the responsibility and authority for the overall implementation of the programs and for the proper use of the urban county formula funds and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act.

5. The County shall develop and maintain a uniform administrative procedure for the development of applications and the distribution of urban county formula funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the secretary may develop for the distribution and expenditure of urban county formula funds.

6. The City/Village authorizes the County to do on behalf of the City/Village, in accordance with the conditions of this agreement, all things which the City/Village could do for itself in the making of the application for, and the expenditure of, urban county formula funds.

7. The City/Village and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing.

8. Pursuant to 24 CFR 570.501 (b), the City/Village shall be subject to the same requirements as subrecipients, including the requirement of a written agreement, where applicable in accordance with 24 CFR 570.503.

9. If a City/Village is a subrecipient, it must inform the County of any income generated by the expenditure of CDBG funds and return such income to the County within thirty (30) days of its receipt, unless other specific arrangements have been negotiated and agreed to by the City/Village and the County. The City/Village shall maintain and supply such records and supporting documentation to the County to assure program income is being accurately reported and correctly expended. Any program income that is on hand or received subsequent to close out of the activity shall be paid to the County within thirty (30) days.

10. For any real property acquired or improved in whole or in part using CDBG funds, the City/Village agrees:

    a) To notify the County within thirty (30) days of any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement including disposition.

    b) To reimburse the County in an amount equal to the current Fair Market Value (less any portion thereof attributable to expenditures of non-CDBG funds) of the property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under CDBG regulations.

    c) To return to the County (as provided in Section 8 and Section 9 above) all program income generated from the disposition, transfer, or rent of property acquired or improved with CDBG funds.

11. Both the County and City/Village agree to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974 and the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing.

12. Both the County and City/Village agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the

implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, Section 3 of the Housing and Urban Development Act of 1968, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24, Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42 and other applicable laws.

13. Both the County and City/Village agree to affirmatively further fair housing. Further, no funding shall be made for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the county's fair housing certification.

14. The City/Village agrees to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

15. The City/Village has adopted and is enforcing:

    a) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

    b) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

16. This agreement shall remain in effect for Program Years 2027, 2028, and 2029 and cannot be terminated, until CDBG, ESG, and HOME funds, as well as any program income received are expended, and the funded activities are completed, and that the county and participating unit of local government cannot terminate or withdraw from the cooperation agreement while it remains in effect, except if the County fails to qualify as an urban county or if the County does not receive a grant in any year of this period, in which cases this agreement is null and void.

17. Any amendments to the Housing and Community Development Act of 1974, as currently amended, necessitating a change to this agreement, shall be incorporated by a formal amendment to this agreement. Failure by either party to adopt an amendment incorporating all changes necessary to meet the requirements set forth in the Urban County Qualification Notice applicable for the year in which the next qualification is scheduled, shall automatically terminate the agreement following the expenditure of all CDBG funds allocated for use in the City/Village's jurisdiction, and that such failure to comply will void the automatic renewal of such qualification period.

18. <u>This agreement shall be automatically renewed for one successive three-year qualification period</u> unless either party exercised the option to terminate the agreement at the end of the urban county qualification period. If the City/Village fails to exercise that

option before the end of the urban county qualification period it will not have the opportunity to exercise that option until the end of the subsequent urban county qualification period. Such termination will be accepted only of it is submitted in writing before the end of each qualification period and a copy of that notice must be submitted to the HUD Columbus Field Office. Hamilton County will notify the City/Village by the date specified in HUD's Urban County Qualification Notice, of its right not to participate and to terminate the Agreement. City/Village and County agree to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice, and that such failure to comply will void the automatic renewal for such qualification period.

19. The city/village may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

HAMILTON COUNTY:

______________________________	______________________________
President	Witness
______________________________	
Vice President	
______________________________	
Member	

CITY/VILLAGE: ____________________

______________________________	______________________________
Signature	Witness
______________________________	
Name	
______________________________	
Title	

LEGAL OPINION ATTACHED
and made part of this Agreement.

RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE PAYMENTS OF TAXES PURSUANT TO OHIO REVISED CODE SECTION 321.24; AND DECLARING AND AN EMERGENCY

WHEREAS, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

THEREFORE, be it resolved by the Council of the City of Norwood, Ohio:

SECTION 1. That the Auditor and the Treasurer of Hamilton County in accordance with Ohio Revised Code § 321.34, be requested to draw and pay to the City of Norwood upon the written request of Ken Miracle, Auditor, to the County Auditor, funds due in any settlement of 2026 derived from taxes or other sources, payable to the County Treasurer to the account of the City of Norwood, and lawfully applicable for purposes of the current fiscal year, January 1, 2026 to December 31, 2026.

SECTION 2. That the Clerk of the Council of the City of Norwood shall forward to the County Auditor a certified copy of this Resolution.

SECTION 3. That this resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and general welfare, and shall go into effect forthwith. The reason for the emergency is to allow the City to ensure appropriations satisfy the amount required to cover planned expenses.

PASSED_________________________ ____________________________________

Date

Joseph S. Geers
President of Council

ATTEST:

Kelsi Goins, the duly appointed Clerk of Council, attests that this resolution was passed at a regular/special meeting of Norwood City Council on the _____ day of _____________________, 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

1st Reading _________________________
Date

2nd Reading _________________________
Date

3rd Reading _________________________
Date

All 3 Readings ______________________
Date

Tabled _____________________________
Date

Vetoed _____________________________
Date

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

Date of Request: 7/7/2026	Date Needed: 7/14/2026
Request(s) should be submitted by the Wednesday, at noon, before date needed for Council, earlier if possible.	
Requested By:	Ken Miracle
Contact:	kmiracle@norwoodohio.gov
Document Requested:	Resolution
Executive Summary of document needed:	
If an amendment or repeal request, list existing Ordinance Number(s)/Section(s) of Ordinance to be amended or repealed, etc. (or attach documents and/or copies as appropriate	
Resolution Requesting the County Auditor to Make Advance Payments of Taxes upon written request from Ken Miracle, Auditor. Funds are in settlement for 2026. I have attached the sample Resolution from the County.	
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:	
Emergency: To ensure appropriations satisfy the amount required to cover planned expenses.	
Special Notes/Instructions	

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

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

CITY OF NORWOOD, OHIO 1888 GEM OF THE HIGHLANDS

Ken Miracle
City Auditor

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

July, 8th 2026

Honorable Joe S. Geers
Honorable City Council

Pursuant to the recommendation of the Auditor of State in the Report on Accounting Methods each month, upon the completion of the financial report, copies of the reports have been sent via email to all department heads and elected officials for their review. Each month the receipt of such reports shall be recorded in the minutes of City Council. The following reports have been provided, Audit Trial by Account, Bank Report, Encumbrance report, Expense Audit Trial, Expense Report for the Current Year, Expense Report, Expense Report with Encumbrance Detail, Revenue Audit Trial, Revenue Report and the Statement of Cash.

Respectfully,

Ken Miracle
City Auditor

"Gem of The Highlands"