



RESOLUTION 2024-51

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ZONECO, LLC FOR THE PURPOSE OF CONDUCTING A ZONING CODE REWRITE FOR PART ELEVEN OF THE CODIFIED ORDINANCES.

WHEREAS, the City of Powell Council hereby determines it is in the best interest of the City to conduct a holistic rewrite to Part 11 – Planning and Zoning Code; and

WHEREAS, the City has recognized the need to streamline, modernize, and improve the zoning code to support public and private initiatives; and

WHEREAS, the zoning code requirements, review procedures, and development regulations have been amended individually over time, which has led to inconsistencies, conflicts, and discrepancies in the code which will hinder the community’s vision for development; and

WHEREAS, the City retained ZoneCo, LLC in August 2024 to conduct and prepare an assessment of the zoning code to determine opportunities to improve the code’s effectiveness; and

WHEREAS, the City issued a Request for Proposals (RFP) to seek the most qualified consultant to conduct the Zoning Code Rewrite; and

WHEREAS, the City reviewed the applicants and unanimously agreed that ZoneCo, LLC is the most qualified to perform these services; and


WHEREAS, Council desires to authorize the City Manager to enter into such an agreement with ZoneCo, LLC beginning in January 2025, subject to council’s approval of the 2025 operating budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

Section 1: That the City Manager is hereby authorized and directed to enter into a professional services agreement with ZoneCo, LLC, in a form acceptable to the Director of Law and in a contract amount of approximately \$120,000.00 to rewrite the City’s zoning code.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of Council and any of the decision-making bodies of the City of Powell, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the City of Powell, Delaware County, Ohio.

Section 3: This Resolution shall be in full force and effect immediately upon adoption.



Tom Counts
Mayor

12/17/24

Date

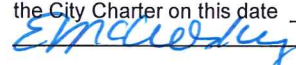


Elaine McCloskey
City Clerk

12/3/24

Date

EFFECTIVE DATE: December 3, 2024

This legislation has been posted in accordance with the City Charter on this date 12/4/24


City Clerk



Better Codes Make Better Places

Proposal

City of Powell, OH

The team of ZoneCo and OHM Advisors has worked in many Ohio cities, towns, townships, and counties with sought after amenities and housing stock, like Powell. Our team is adept at ensuring standards reflect the community vision while also ensuring zoning standards are clear, concise, innovative, defensible, and user-friendly. Our team members have public sector zoning administration experience in addition to our experience rewriting zoning codes across the country.

Valid Through: 10/17/2025



PROPOSAL SECTIONS

01

Letter of Interest

02

Firm Profile

03 and 04

Project Approach and
Schedule

05

Project Budget

Dear Hiring Committee,

The experienced team at ZoneCo and OHM Advisors is pleased to provide this proposal to the City of Powell to rewrite the City's Planning and Zoning Code. ZoneCo and our national-caliber code writers have extensive experience writing and replacing outdated and piecemeal updated zoning codes with clear, consistent, user-friendly, innovative, and defensible codes that advance your community's vision.

Founded by planner and attorney Sean S. Suder, former Chief Counsel for Land Use and Planning for the City of Cincinnati and lead author of its form-based code, ZoneCo is a mission-driven, multi-disciplinary team of trusted national zoning code writers that includes city planners, lawyers, historic preservationists, and urban designers – all with extensive local government experience. Our staff understands at a fundamental level the challenges that can arise from inconsistencies or dated standards because we have all been in your shoes as former zoning code administrators.

We have experience working in communities experiencing rapid growth and/or investment. ZoneCo and OHM have partnered on multiple projects specifically within this region. Two ZoneCo/OHM code update projects in Reynoldsburg and Whitehall received notable press for facilitating vibrancy and replacing dated, inconsistent standards. We aim to make standards easy to navigate, administer, all while facilitating the character that the community desires. References for both of those projects are provided in this proposal.

Like many communities, Powell has an outdated code that is no longer advancing its vision or adequately addressing the community's growth. Through this request for proposals, the City has taken an important first step in modernizing its zoning code and processes. We appreciate the opportunity to bring a multi-disciplinary team of professionals to assist the City with this important project.

Thank you for your time and consideration.

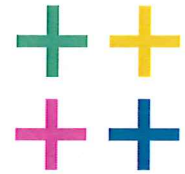
Sincerely,



Sean S. Suder, Esq.,
LEED AP Lead Principal/Founder

Important Notice

Although some of our professionals are also attorneys who may be separately engaged to provide legal representation in states where we are licensed to practice law, we are not a law firm and ZoneCo does not provide legal representation or services and is not engaged in the practice of law in any jurisdiction. Engaging ZoneCo does not form an attorney-client relationship and, as such, the protections of the attorney-client relationship do not apply. If you wish to create an attorney-client relationship, you are encouraged to contact counsel of your choosing.



WE ARE ZONECO

The Intersection of Planning + Design + Law

+ About ZoneCo

The importance and complexity of zoning policy inspired the founding of ZoneCo, LLC. Zoning code consulting is our core service. We are focused and passionate, and we strive to help communities be more vibrant, resilient, equitable, and sustainable places through land use policy.

We believe that zoning should facilitate a community’s desired outcomes, not serve as a barrier to development and placemaking.

We craft clear consistent, user-friendly, equitable, and defensible zoning codes that remove barriers and achieve desired outcomes.

Consulting Services +

- Zoning Codes
- Subdivision Codes
- Sign Ordinances
- Historic Ordinances
- Zoning Diagnostics
- Equity Zoning Audits
- Board & Commission Training
- Code Graphics
- Public Engagement
- Coastal Zoning
- Form-Based Codes
- Design Standards
- On-Call Planning & Zoning Services
- Land Use Planning & Long Range Plans
- Planning Approvals

+ About Our Team

Our team is multi-disciplinary, which reflects our belief that land use planning and zoning should integrate expertise from various disciplines. Our personable, professional staff collectively have skills in planning, zoning, urban design, historic preservation, environmental science, mapping, architecture, real estate, public finance, public engagement, graphic design, and project management. Several of our staff members have land use law experience.

All ZoneCo professionals have public sector experience. We understand the complexities of administering a zoning code, which helps us to better understand our clients and their challenges.

Where We’ve Worked +

Alabama	Maryland	Pennsylvania
Connecticut	Massachusetts	South Carolina
Florida	Minnesota	Tennessee
Georgia	Mississippi	Vermont
Illinois	Montana	Virginia
Indiana	New York	Wisconsin
Kentucky	Ohio	

Contact: Sean Suder
1502 Vine Street, 4th Floor
Cincinnati, OH 45202
513.694.7501
ssuder@thzoneco.com
www.thzoneco.com

PLANNING



WHAT WE DO

We Share Your Vision

Whether we're creating public spaces or regulations, plans or community identities, we take a holistic design approach to shape, preserve and make places better for people. As community development experts who have worked extensively on behalf of public and private sector clients, we know that lasting solutions are never one-dimensional.

As our client, you can expect collaboration from a multidisciplinary team that's in lockstep with you from idea to reality—with lots of interaction and exchange along the way. From the start, we really listen to what's important to you and your stakeholders. This dialogue continues with strong consideration of a variety of economic, social, geographic, and environmental factors from different perspectives, and ends with a detailed plan that gives direction, and a path to successful change.

- Explore our innovative solutions to planning challenges at OHM-Advisors.com/planning

OUR SERVICES

- Comprehensive Plans & Visioning
- Public Engagement & Facilitation
- Economic Development Planning
- Land Development, Zoning & Entitlements
- Transportation Planning
- Codes & Standards

Vision for the Valley Cleveland, OH

Creating a unified legacy vision to guide growth and decision making for future initiatives along the Cuyahoga River Valley.





SEAN SUDER

PROJECT EXECUTIVE

ssuder@thezoneco.com
www.thezoneco.com
 513.694.7501
 1502 Vine Street, 4th Floor
 Cincinnati, OH 45202

About

As a city planner and lawyer who has worked in both the private and public sectors, Sean combines his technical and practical knowledge and experience with innovative zoning methodologies. In his role as the City of Cincinnati’s chief land use counsel, Sean served as lead counsel for the award-winning Cincinnati form-based code and historic preservation ordinances. He is a national authority on innovative zoning methods and practices, including Development Pattern Districting (DPD), our widely acclaimed intuitive zoning approach.

Education

Juris Doctor
 University Of Virginia School of Law

Bachelor Of Urban And Environmental Planning
 University of Virginia

Credentials

Leadership in Energy and Environmental Design Accredited Professional (LEED®AP)
 Admitted to practice law in OH, KY, D.C.

Professional Associations

Congress for the New Urbanism
 Form-Based Code Institute
 Heritage Ohio
 Urban Land Institute
 American Planning Association

Past Experience

ZoneCo
Lead Principal and Founder (2016 - Present)
 (Prior: Calfee Zoning, 2016-2020; Graydon Land Use Strategies, 2014-2016)
 Sean consults with communities of all sizes on crafting zoning regulations that are consistent, clear, usable and defensible. As an experienced private sector land use lawyer with extensive local government experience, Sean brings a unique perspective and experience to zoning codes.

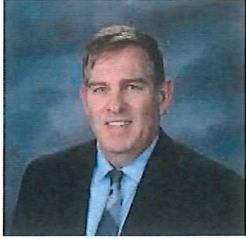
City of Cincinnati
Chief Counsel, Land Use and Planning (2010-2014)
 As Chief Counsel for Land Use and Planning for the City of Cincinnati, Sean worked with a team of city staff, consultants, elected officials, and citizens to develop legally defensible zoning and land use regulations that reduced regulatory risk to property owners, increased certainty for the community, and reduced litigation risk and expense for the city. Sean served as lead counsel for Cincinnati’s Historic Preservation Code (Winner of the 2012 Cincinnati Preservation Award), Cincinnati Land Development Code, which includes the City’s first stream corridor protection overlay district, and Cincinnati Form-Based Code (Winner of CNU 22 Award), all of which was funded by a 2010 HUD Sustainable Communities Challenge Grant.

Adjunct Professor/Speaker/Author
 Sean has served as an Adjunct Professor of Land Use Law at the University of Cincinnati College of Law and has spoken at planning conferences across the country.

Relevant Project Experience

Sean served as project manager for the following comparable projects:

- Reynoldsburg, OH: Zoning Code Update
- Germantown, TN: Zoning Code Audit
- Avondale Estates, Ga: Zoning Code Audit
- Westerville, OH: Legal Counsel And Subsequently Retained As Project Manager
- Winchester/Winsted, CT: Zoning Ordinance Update
- Litchfield, CT: Zoning Ordinance Update
- Dormont, PA: Zoning Code Update
- Bowling Green, OH: Gateway District / Code Re-write
- North Canton, OH: Main Street Districts Development and Full Zoning Code Re-Write
- Vienna, VA: Zoning And Subdivision Code Update
- Kent County, MD: Land Use Ordinance Update
- Gahanna, OH: Zoning Code Update
- South Bend, IN: Zoning Code Peer Review Services



TODD KINSKEY

FAICP, PROJECT MANAGER

About

A professional urban planner and public administrator who has dedicated his career to serving local governments - the majority of that time was spent in senior leadership positions. He has a proven record as a dedicated leader who always strives for excellence, promotes teamwork, and facilitates change in a collaborative manner.

Expertise

- Zoning Administration, Amendments, and Code Updates
- Site Plan & Zoning Compliance Review
- Local Government Policies & Procedures
- Staff Management & Supervision
- Public Budgeting & Financial Management
- Project Management
- Building & Development Processes
- Land Use & Comprehensive Planning
- Economic Development Incentives & Project Assistance
- Community Development Programs & Compliance
- Housing Policy & Programs

Education

Bachelor Of Urban Planning, Cum Laude
University of Cincinnati

Credentials

In 2020, Todd was inducted into the American Institute of Certified Planners (AICP) College of Fellows - FAICP

Past Experience

ZoneCo

Project Manager (2024- Present)

Todd applies extensive zoning and legislative experience to managing zoning code updates at ZoneCo.

City of Dayton, OH

Director- Dept. of Planning, Neighborhoods & Development/ Dept of Planning & Community Development (2018 - Present)

Todd oversaw the daily operations of the Department of Planning, Neighborhoods & Development (102 employees) and its seven Divisions including: Planning, Community Engagement, Economic Development, Community Development, Housing & Inspections, Building Services, and the Dayton Mediation Center. He was responsible for an annual budget of approximately \$11M in operating funds and more than \$45M in special projects and grant funds. Todd's leadership was responsible for numerous innovative, activating projects throughout Dayton and the region.

Hamilton County, OH

Director- Dept. of Planning + Development (2013-2018)

Todd oversaw the daily operation of the Department (75+ employees) and its five Divisions: Community Planning, Community Development, Development Services, Building + Inspections, and Stormwater + Infrastructure. Todd was responsible for budget preparation and oversight, contract negotiations, County Commissioner project response and general oversight and coordination of all activities of the Department.

Relevant Project Experience

- Dayton Forward Comprehensive Plan, 2023
- Dayton Zoning Code Revision Team, 2018 to present
- Dayton Recovery Plan (ARPA) Project, 2022 to present
- Dayton Neighborhood Vision Plans (UDA as consultant), 2019-2022
- Downtown Dayton Streetscape Guidelines & Corridor Plan, 2020
- City of Dayton Opportunity Zone Project, 2018-2019
- Dayton Riverfront Plan, 2018
- Dayton Arcade Redevelopment Team, 2018 to present
- Dayton Housing Policy Project, HUD Grant, 2022-2023
- Hamilton County Subdivision Regulations Update, 2015
- Cincinnati/Hamilton County Water Contract Negotiations, 2015-2018
- Hamilton County New Website Project Leader, 2015-2017
- Hamilton County Thoroughfare lan Update, 2015-2017
- Hamilton County Landbank Launch Team, 2010-2013
- Hamilton Co. 2013 (Comprehensive Economic Development Strategy) CEDS, 2012-2013
- Hamilton County Transportation Policy Plan, 2009-2010
- Hamilton County Government Cooperation & Efficiency Project, 2008-2011
- Zoning Code Rewrites: Hamilton County, Village of Greenhills, Village of Fairfax, Elmwood Place, Crosby Twp, North Bend
- Comprehensive Plans: Dayton Hamilton County, Village of Fairfax, Greenhills, City of Trenton



NOLAN NICAISE

URBAN & ENVIRONMENTAL PLANNER, DIRECTOR OF INNOVATION, AICP

About

Nolan is an urban planning, environmental science, and policy professional. He has worked as a planner, scientist, environmental policy specialist, higher education program administrator, lecturer, consultant, research assistant, and leader.

He holds an MA degree in Urban and Environmental Policy and Planning from Tufts University and a BS degree in Biology from the University of Dayton, where he focused on water science.

Education

MA, Urban and Environmental Policy
Tufts University

BS, Biology, Summa Cum Laude
University of Dayton

Past Experience

ZoneCo

Urban & Environmental Planner (2020-Present)

Nolan combines real-world planning experience with a depth of knowledge about environmental policy. Additionally, Nolan has excellent composition, mapping, and long-range planning acumen. He has a range of experience across the Midwest, including public sector experience, which means he understands the complexity of administering a zoning code.

Planning and Development Services of Kenton County Planner (2020)

Prior to joining ZoneCo, Nolan received public sector experience in Kenton County, Kentucky. He was engaged in a variety of planning activities for smaller municipalities within Kenton County, including zoning administration, mapping, and long-range planning.

Parsons Corporation

Planner & Environmental Scientist, (2017-2019)

Nolan evaluated environmental impacts of proposed pipeline construction projects, coordinate with local, state, and federal officials to determine environmental permitting requirements, prepare and submit permit applications to governmental agencies, and inspect construction sites to ensure compliance. He also specialized in stormwater regulations and site design (stormwater pollution prevention plans, as part of the National Pollutant Discharge Elimination System), threatened and endangered species protections, and dredge and fill activity permitting (Clean Water Act Section 404).



JOCELYN GIBSON

MANAGING PRINCIPAL / PROJECT PLANNER

About

Jocelyn has always been passionate about zoning as a vehicle for bringing about change in the built environment.

As a City Planner in the public sector, she took special interest in Zoning Hearings and the every day development decisions that lead to profound change over time. She has both public and private sector code writing and planning experience, supplemented by private sector real estate experience.

Past Experience

ZoneCo, Senior Consultant and Planner

(2018-Present, Formerly called Calfee Zoning)

Jocelyn brings both private and public sector experience in the areas of urban planning and corporate real estate. Her cross-section of urban planning with real estate experience ensures that she is attentive to the needs of both the community, its people and their quality of life, and also the needs of businesses and institutions.

CBRE Group

Senior Client Strategy & Consulting Analyst (2015-2018)

In her role with CBRE, Jocelyn evaluated the real estate portfolios of large corporate clients. She helped clients visualize portfolios, expenditure and potential savings in unique and accessible ways. She utilized mapping and analytics tools to evaluate locations, consolidations, and workspace planning. Her clients included several Fortune 500 companies.

City of Cincinnati

City Planner (2013-2015)

Jocelyn served as a City Planner with the City of Cincinnati during the final stages of completion of the award-winning Comprehensive Plan, the creation of the City's award-winning Form-Based Code, and the creation of the City's Land Development Code.

OHM ADVISORS

Aaron Domini

PRINCIPAL + PLANNING PRACTICE LEADER



Background

Aaron has played a key role in developing a variety of plans for urban, rural, suburban, and regional areas throughout the country. His experience includes community planning, economic development, and public policy. With 21 years of experience, Aaron leads planning projects that build community and promote new economic opportunities for his clients. Passionate about including citizens at the heart of the planning process, Aaron excels at leading and facilitating public participation to build stewardship, consensus, and support throughout the communities he serves. His emphasis on engaging the public yields plans that are rooted in market realities balanced by community values and aspirations.

Education

- Master of City and Regional Planning, The Ohio State University, 2004
- Bachelor of Science (Sustainable Community Development), Fort Lewis College, 2002, Cum Laude

Experience

With OHM since 2010, 8 years prior experience

Professional Affiliation

- American Planning Association, Central Ohio Chapter
- The Ohio State University - Knowlton School of Architecture Adjunct Faculty, 2009-Present
- Ohio, Kentucky, Indiana Regional Council of Governments, 2012 Conference Committee, 2011-2012
- National Trust for Historic Preservation Member, 2009 - Present
- American Planning Association Member, 2004 - Present
- Michigan Planning Association Member
- Ohio Planning Association Member, 2010 - Present
- The Urban Land Institute, Design Juror



Kim Littleton

SENIOR PLANNER

Background

Over the past 30 years, Kim has developed an expertise in helping local jurisdictions throughout Ohio and the United States visualize, plan for, and manage future community growth and development. He has prepared numerous comprehensive plans, area plans, corridor plans, unified development ordinances, form-based codes, and hybrid codes for communities of all sizes. Administering zoning ordinances as a municipal planner has sharpened his skills in working closely with applicants, drafting well researched

staff reports, and making clear and concise presentations to the public and community officials. Kim also has extensive experience in managing and directing public involvement activities for state and municipal agencies on community and transportation projects.

Education

- Master of Business Administration, Capital University School of Management and Leadership, 1983
- Bachelor of Urban Planning, University of Cincinnati, College of Design, Architecture, Art, and Planning, 1976

ALL PROJECTS

*Active projects highlighted in blue

Full Zoning Code Re-Write

Aurora, OH
 Barberton, OH
 Batavia, NY
 Belgrade, MT
 Bowling Green, OH
 Buckeye Lake, OH
 Charles County, MD
 Canfield, OH
 Cincinnati, OH -
 Form Based
 Clayton, OH
 Colerain Township, OH
 Crafton, PA
 Dormont, PA
 Elyria, OH
 Fairborn, OH
 Gaithersburg, MD
 Gahanna, OH
 Garfield Heights, OH
 Greenfield, IN
 Greenfield, WI
 Greenwood, IN
 Huntsville, AL
 Ingram, PA
 Kent County, MD
 Lafayette, CO
 Litchfield, CT
 Orange Township, OH
 Palm Beach, FL
 Plain City, OH
 Plattsburgh, NY
 Portsmouth, OH
 Purcellville, VA
 Reynoldsburg, OH
 Rockville, MD
 Sidney, OH
 South Bend, IN
 Southold, NY
 Springfield, OH
 Statesboro, GA
 Sun Prairie, WI
 Tallmadge, OH
 Twinsburg, OH
 University Heights, OH
 Vienna, VA
 Westerville, OH
 Whitehall, OH
 Winchester, CT
 Wooster, OH

Zoning Diagnostic Only

Avondale Estates, GA
 Covington, KY
 Evanston, IL
 Germantown, TN
 Hilton Head Island, SC
 Minnetonka, MN
 Monroe County, IN
 Stow, OH
 Sycamore Township, OH

Sign Code Re-Write

Akron, OH
 Dunwoody, GA
 Hilton Head Island, SC
 Marysville, OH
 Murfreesboro, TN

Historic Preservation Ordinances

Burlington, VT
 Canfield, OH
 Cincinnati, OH

Corridor Zoning

Batavia Township, OH
 Florence, KY
 Hattiesburg, MS
 Lexington, KY
 North Canton, OH
 Pierce Township, OH
 Warrenton, VA
 Wickliffe, OH

Administration and Procedures Revisions

Boston, MA
 Cincinnati, OH
 Danville, KY
 Vandalia, OH
 Wooster, OH

Redevelopment Site Zoning Strategy

Athens, OH
 Harrison Township, OH
 Lexington, KY

Zoning Equity Assessment

Evanston, IL



ZoneCo represents more than half of the states in the entire United States.

Subdivision Ordinances

Litchfield, CT
 Vienna, VA
 Wadsworth, OH
 Wayne County, OH
 Winchester, CT

Urban Agriculture Ordinance

Columbus, OH

Affordable Housing Ordinance

Prince William County, VA

ZoneCoastal

Charles County, MD
 Hilton Head Island, SC
 Kent County, MD
 Palm Beach, FL
 Southold, NY

Form Based Code

South Bend, IN
 Cincinnati, OH (as City staff)

On-Call Zoning Services

Hilton Head Island, SC
 Onondaga County, NY
 St. Louis, MO

Speaking Engagements

Athens, OH
 Cincinnati, OH
 Cleveland, OH
 College Park, MD
 Conneaut, OH
 Detroit, MI
 Hamilton, OH
 Indianapolis, IN
 Lafayette, IN
 Louisville, KY
 Memphis, TN
 Muncie, IN
 New Orleans, LA
 New York, NY
 Oklahoma, OK
 Petoskey, MI
 Pittsburgh, PA
 San Diego, CA
 Washington, DC
 Winchester, VA

REYNOLDSBURG, OHIO

Zoning Code Update

Project Scope

A modernized, streamlined, and updated zoning code.

Skills and Techniques

- Full Code Diagnostic
- Calibration of all Regulations and Standards
- Old Towne District Infill Analysis
- Development Pattern Districting
- Form-Based Coding
- Recommendations and Considerations for Suburban Retrofit
- Presentations at all Adoption Meetings

Project Overview

In 2018, Reynoldsburg, Ohio retained ZoneCo and OHM Advisors to re-write the City's Planning and Zoning Code. Prior to this, OHM Advisors completed an update of the Comprehensive Plan which sets new goals for the City for the next 10 to 20 years. The land use goals of the plan relate strongly to the East Main Street Corridor, strengthening Olde Reynoldsburg, and promoting economic diversity and economic development.

Project Reference

Andrew Bowsher

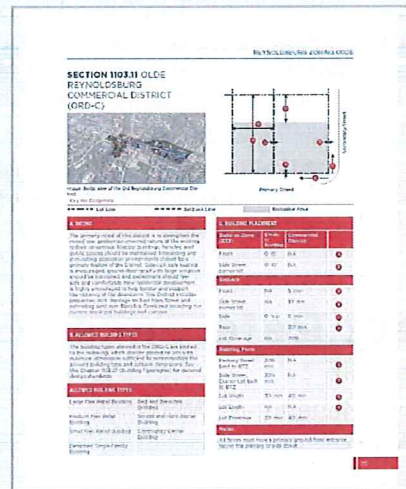
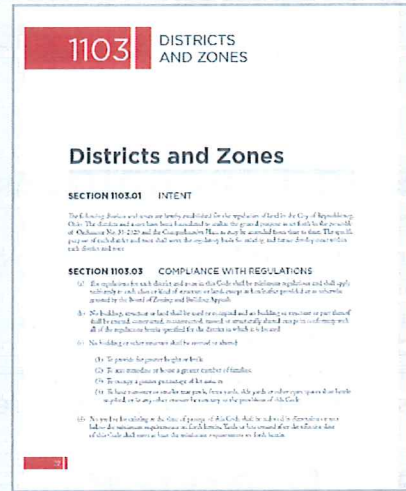
Former Development Director now City Manager in Sidney, Ohio where ZoneCo also did a code update

201 W Poplar Street

Sidney, OH 45365

(937) 498-8110

abowsher@sidneyoh.com



WHITEHALL, OHIO

Zoning Code Update

Project Scope

ZoneCo and OHM advisors collaborated on an update to the Whitehall zoning code.

Skills and Techniques

- Full Code Diagnostic
- Calibration of all Regulations and Standards
- Form-Based Standards
- Development Pattern Districting
- Mixed-Use Zoning
- Housing supply-oriented reforms
- Assessment of desired gateway design

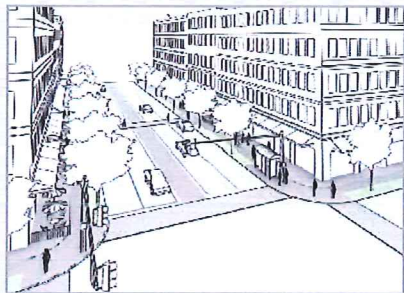
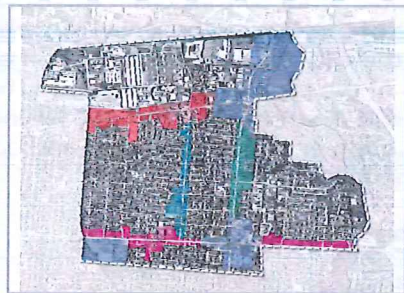
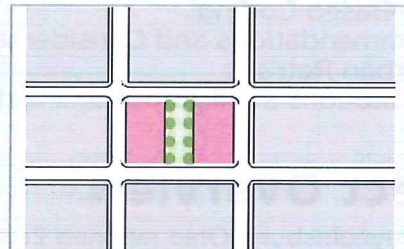
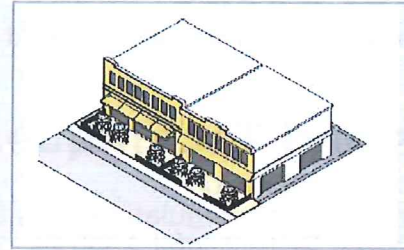
Project Overview

In 2022, OHM and ZoneCo partnered to modernize and update Whitehall's zoning code. There are several key gateways where the City wanted to facilitate high quality development, a mixed-use environment, and greater capacity for density. The final product is a form-base code that is facilitating substantial development in Whitehall.

The code is graphically rich and form based standards were developed for frontage types, community space, building types, and signage.

Project Reference

Zach Woodruff
Former City Manager of Whitehall
zwoodruff@csc.edu
(614) 287-5604



WAYNE COUNTY, OHIO

Subdivision Code Update

Project Scope

Wayne County, Ohio hired ZoneCo to update their subdivision standards.

Skills and Techniques

- Full Diagnostic Report
- Land Use Assessment
- Calibration of Standards and Regulations
- Environmentally-Oriented Standards
- Open Space / Agricultural Land Planning and Preservation

Project Overview

The Subdivision Ordinance update includes current best practices for land conservation for the significant amount of environmentally sensitive and agricultural land in Wayne County, which required careful calibration, and an assessment of consistency with the Ohio Revised Code.

The processes for both minor and major subdivisions were simplified and streamlined.

Access Management Standards were completed concurrently to the subdivision standards. The new documents relieves some chronic issues related to site access within the County.

Project Reference

Pete Wearstler
Director, Wayne County Planning Dept.
428 West Liberty Street
Wooster, OH 44691
(330) 287-5422
pwearstler@wayneohio.org

DORMONT, PENNSYLVANIA

Zoning Code Update

Project Scope

A modern, streamlined, and updated Zoning Ordinance, with transit-oriented and form-based elements.

Skills and Techniques

- Transit-Oriented Standards
- Full Code Diagnostic
- Calibration of Development Standards and Regulations
- Form-Based Standards
- Mixed-Use Standards
- Design Standards
- Development Pattern Districting
- Floodplain Standards
- Visual Urban Dictionary

Project Overview

The Borough of Dormont, Pennsylvania, engaged the team of ZoneCo and YARD & Company to help modernize its zoning ordinance. As one of Pittsburgh's several transit-oriented inner ring suburbs, Dormont seeks to build on the momentum created by recent regional transit-oriented development planning efforts. The team crafted a development code that not only allows for context sensitive infill development and adaptive reuse but enables the Borough to capitalize on several light rail stations and bus stops. The process included active engagement and education; the testing of new ideas and zoning concepts to determine the most appropriate content; and a user-friendly tool to guide growth.

Project Reference

Benjamin Estell
Borough Manager
1444 Hillsdale Avenue, Pittsburgh, PA 15216
(412) 561-8900
bestell@boro.dormont.pa.us

SOUTH BEND, INDIANA

Form-Based Code

Project Scope

Peer review services were provided for the re-write of the Zoning Ordinance.

Skills and Techniques

- Signage Standards
- Special Districts
- Overlay Districts
- Standard Districts
- Form-Based Standards
- Mixed-Use Standards
- Building Standards
- Parking Standards
- Floodplain Standards

Project Overview

ZoneCo was hired to provide peer review services for the South Bend, Indiana zoning ordinance re-write. South Bend is seeking to craft a zoning code that provides flexibility while achieving the desired urban form. The code is highly visual, and ZoneCo helped to ensure that the code is facilitating the community vision while checking for compliance with Indiana statutes.

Project Reference

Michael Divita, AICP
Principal Planner
227 W. Jefferson Blvd., Suite 1400S
South Bend, IN 46601
(574) 235-5843
mdivita@southbendin.gov

VIENNA, VIRGINIA

Zoning & Subdivision Ordinances

Project Scope

ZoneCo was chosen to re-write Vienna, Virginia's subdivision and zoning ordinances as the lead consultant joined by Venable LLP, Nelson Nygaard, and YARD & Company.

Skills and Techniques

- Land Use Assessment
- Calibration of Development Standards and Regulations
- Transportation-Land Use Coordination
- Mixed-Use Standards
- Design Standards
- Main Street Standards

Project Overview

ZoneCo clarified, simplified, and reorganized the subdivision and zoning ordinances so the regulations are logically organized and easy to understand through the use of plain language, charts, tables, and illustrations.

In addition, the subdivision and zoning ordinances were updated so they are in compliance with State statutes, recent Supreme Court decisions with regards to sign regulations, and consistent with the Town's Comprehensive Plan.

The update addresses areas where the previous code was silent and zoning determinations were made over the years by the Town's zoning administrator, and where regulations were lacking, like for parking standards and definitions for all uses.

Project Reference

David Levy, AICP
Director of Planning & Zoning
127 Center St S
Vienna, VA 22180
(703) 255-6341
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PROJECT APPROACH* AND SCHEDULE

**Our team will tailor the following approach to meet the City's needs.*

+ PROJECT INITIATION & ORIENTATION (MONTHS 1-2)

Kick-Off Meeting (in-person). We will initiate the project with a kick-off meeting. At the kick-off, we will review project goals, timeline, work approach, and the public outreach and engagement strategy.

Plan Review. Our team will have reviewed City Plans, the Code, and the Diagnostic Report, however, we will review any remaining data and information relevant to the code update.

Stakeholder and City Team. We will discuss all parties that should be looped into the project, or that should give regular feedback, so that we hear from them early in the project. This also allows us to address their issues and concerns, and build transparent lines of communication with key individuals that are regular users or administrators of the Planning and Zoning Code.

+ MODULE 1: CONTEXT REVIEW (MONTHS 1-2)

Diagnostic Review. Our firm will review the Diagnostic Report that our team is currently preparing and make sure the code update strategy and approach is clear for the whole project team. We will refine the annotated code outline and track ideas and staff direction for updates to sections, organization, and the flow of the document.

Zoning Districts and Map. We will get staff and stakeholder feedback on proposed new zoning districts. We should undertake a "map exercise" where we all look at a draft proposed zoning map and make notes and decisions about the application of districts on specific sites/locations/character areas in real time. OHM will create a refined version of the zoning map upon close of this task.

This will include a detailed review of the boundaries for the downtown zoning, and a review of the goals of said zoning to ensure all parties are on the same page.

Development of Communication Materials. The team will develop attractive, accessible visual materials to communicate proposed zoning district changes and make this information publicly available. A means to submit electronic feedback will be provided. An open public virtual session will review proposed changes (and we will also communicate the dates for public involvement so the community knows exactly how they can provide feedback and learn about the project and its progress).

Deliverable: Refined annotated code outline, boundaries of downtown district/review goals, draft zoning district map for review.

+ MODULE 2: CALIBRATE (MONTHS 3-8)

Base Regulations. Before any drafting begins, we will provide an extensive inventory of proposed versus existing use and development standards. We will then calibrate standards for the updated list of zones and districts.

Staff and stakeholders will review and provide feedback. The consultant team will refine the calibration tables and the proposed base standards.

This step will entail a full calibration of the base standards of the Downtown District.

Public Engagement. After the calibration tables have been revised, the team will develop activities and materials for a public engagement session, with the aim to: 1. Educate the community about relevant zoning topics, 2. Educate the community about this project, 3. Make sure the community has a clear understanding of what zoning can and cannot affect, 4. Communicate proposed changes as visually and accessibly as possible, and 5. Ensure that community feedback takes a form that can be directly integrated into the new code. We call this "building the bridge"; zoning is technical and we utilize our expertise to ensure that the community's lived experience is translated into zoning language.

Diagrams & Graphics. When the calibration table is finalized, we will present a code layout with graphics and tables that will make the zoning code more readable and user-friendly.

Deliverable: Calibration tables (draft, and final), refined code layout

Meetings: Staff, stakeholder, and public meetings to review the proposed changes to the code.

+ MODULE 3: CODIFY (MONTHS 7-12)

Code Language. During the codify module, we will take the approved calibrations and draft the new text of the updated code. We will provide sections for review so that the City is not reviewing several hundred pages at one time.

It is recommended that the first deliverable is the draft section for the Downtown District, so staff, stakeholders, or public officials can be given the opportunity to review a draft.

As a sidenote, some code sections where we do not anticipate much public feedback can be initiated during the calibration module, giving a headstart to the codification process.

First Draft, Public Review Draft, and Public Code Review Session. When City staff has reviewed all sections, we will have the first draft ready for public review. We will have the graphics completed at this time. We will work with staff to coordinate the public forum to review the code. We will create an inventory of feedback received during the forum

and integrate it into the next draft of the document.

We recommend a two pronged approach: choose high level topics for the engagement session, while also providing access to deliverables online. Provide the public the opportunity to dig into the details of the updated code, and provide detailed feedback.

Final Draft. A public review draft will garner additional comments, after which we will produce a final draft of the code.

Deliverables: Three code drafts

Meetings: Staff, stakeholder, and public review of the draft code.

The community's calendar of events should be utilized to get out into the community and reach different types of community members. Further to this, effort should be taken to work with and inform local organizations that have trust built within the community.

ZoneCo and OHM have worked on numerous codes in Ohio and we have executed successful engagement strategies for these projects. We are happy to provide additional references further to those provided within this proposal.

+ MODULE 4: ADOPT AND IMPLEMENTATION (MONTHS 12+)

Meetings: Presentation of Adoption Draft to Planning Commission (virtual); Presentation of Adoption Draft to the City Council (in-person).

Planning Commission and City Commissioners. At this time, any appropriate adjustments will be made to the adoption draft.

Transfer of Files. Once the code is adopted, electronic files will be delivered to City staff.

Deliverables: Adopted code.

Implementation. ZoneCo will work consult with City staff on implementation procedures for the new zoning code.

+ NOTES ON PUBLIC ENGAGEMENT

We think critically about how to engage communities around zoning. It is different from engagement for long-range plans. Additional focus should be placed on education and effectively communicating what zoning can and cannot affect. Further to this, innovative methods should be employed to translate zoning jargon into more accessible language, while relating it to everyday issues that are experienced within Powell.

We developed a variety of innovative methods to build understanding around our projects, and zoning generally. For example, we created a visual urban dictionary, visual preference surveys, a zoning de-jargonizing guide, and site-specific renderings to visually demonstrate proposed zoning changes, among many others.

This project should employ a combination of in-person and virtual engagement methods. In-person meetings are unparalleled for building understanding and trust, however, virtual meetings help busy families reduce the friction of distance while remaining informed and understanding exactly how and when their feedback will be integrated into the project.

Every zoning code engagement strategy should be tailored to the community, utilizing communication formats and methods that are already effective within the community.

PROJECT BUDGET

Task	ZoneCo			OHM		Per Task Cost
	PM	Pl.	PE	Sr. Pl	Pl.	
Project Kick-Off	200	175	300	200	150	
Virtual meeting for team introduction	2	1	1	1	1	\$1,225
Coordination of in-person kick-off meeting and transfer of data and files	2					\$400
Kick-off meeting, in-person, includes travel and preparation	12			3		\$3,000
Tour of City (including context research of neighborhoods and development sites)	3			3		\$1,200
Context review						
Inventory of Special Development Sites / Review Areas of Change, Document and Data Review	6					\$1,200
Two stakeholder engagement sessions	5	2				\$1,350
Development Suggested New Zoning Districts and Table of Contents	10					\$2,000
Meeting for "Map Exercise" for new Zoning Districts	7			7		\$2,800
Review downtown district and refine draft zoning map	2				8	\$1,600
Create public facing documents communicating proposed zoning district changes, facilitate a means to submit electronic feedback	2				4	\$1,000
Calibration module						
Create a master table to organize base standards for all existing/revised/new zoning districts	4					\$800
Bi-weekly staff meetings for information and review	6					\$1,200
Draft calibration table	40	5		5	15	\$12,125
Revisions to calibration table	8					\$1,600
Feedback: Calibration table discussions with the following parties (some meetings virtual): public officials, stakeholders, staff, the Public	20			6	25	\$8,950
Finalization of calibration table	10					\$2,000
Codification module						
Chapter-by-chapter delivery of the zoning code, updated zoning map	130	18	8	4	4	\$32,950
Bi-weekly (or weekly) staff meetings for information and review	10					\$2,000
Meeting to update public officials regarding districts/zones update (virtual, includes preparation)	12					\$2,400
Graphics for code update, and map updates					40	\$6,000
Code formatting (as one line item, although task will be ongoing)	8				25	\$5,350
Chapter-by-chapter revisions	24				4	\$5,400
Public open house to review zoning code draft	16			6	30	\$8,900
Final code revisions	20				10	\$5,500
City code adoption process	30		5			\$7,500
Project Total						\$118,450

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this 1st day of January, 2025 ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Ohio Municipal Corporation, with offices located at 47 Hall Street, Powell, Ohio 43065 and ZoneCo, LLC ("Service Provider"), with an office and principal place of business located at 1502 Vine Street, 4th Floor, Cincinnati, OH 45202.

Recitals

WHEREAS, Powell desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

- I. Performance of the Services.** Service Provider shall:
 - A. Perform the Services as set forth in Exhibit A.
 - B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form.
 - C. Give prompt notice to Powell should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
 - D. Remit to Powell after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.
- II. Obligations of Powell.** Powell shall:
 - A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
 - B. Use its best efforts to secure release of other data applicable to the project held by others.

- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Powell observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the 1st day of January, 2025, and shall terminate on the 28th day of February, 2026. Powell may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Powell prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated in an amount consistent with the current rate schedule identified in the attached Exhibit A. Total payments to Service Provide shall not exceed \$120,000.00 without further approval.
- B. The Service Provider shall invoice Powell monthly for services rendered through the previous month and Powell agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Powell. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Powell of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Powell's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Powell personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to the extent, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Powell, its officers, officials, and employees harmless from and against any and all suits, actions

or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Powell, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting

therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

- E. Powell shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Powell prior to the start of work on the project and before Powell is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Powell is an "Additional Insured".

VIII. Employee Documentation

Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Powell with appropriate documentation (Form I-9) for any Service Provider employee performing services for Powell.

The Service Provider agrees to indemnify Powell in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: 85-3420705.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Powell represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Powell, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Powell for income tax reporting purposes.

- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.
- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.
- XII. **Discrimination.**
- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Powell and/or Service Provider in connection with the Services.
 - B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.
- XIII. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.
- XIV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XV. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF POWELL, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF POWELL, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2024.

CITY OF POWELL, OHIO

BY: _____ Date _____
Andrew D. White, City Manager

ZoneCo, LLC

BY: _____ Date _____
Sean S. Suder
Lead Principal

Approved as to Form:

BY: _____ Date _____
Yazan S. Ashrawi, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding

BY: _____ Date _____
Rosa Ocheltree, Finance Director

EXHIBIT A

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