



AGENDA
POWELL REGULAR COUNCIL MEETING
47 HALL STREET, POWELL, OH 43065
COUNCIL CHAMBERS
TUESDAY, JANUARY 2, 2024
7:30 PM

I. CALL TO ORDER/ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. COUNCIL OATHS OF OFFICE - The Honorable David Gormley, Delaware County Court of Common Pleas

IV. APPOINTMENT AND OATH OF OFFICE FOR THE MAYOR AND VICE-MAYOR - The Honorable David Gormley, Delaware County Court of Common Pleas

- a. RESOLUTION NO. 2024-01
A RESOLUTION TO ELECT _____ AS MAYOR OF THE CITY OF POWELL
FOR A TERM ENDING DECEMBER 31, 2025.
[Memo Res. 2024 -01.pdf](#)
[Res. 2024-01, Mayor.pdf](#)
- b. RESOLUTION NO. 2023-02
A RESOLUTION TO ELECT _____ AS VICE-MAYOR OF THE CITY OF
POWELL FOR A TERM ENDING DECEMBER 31, 2025.
[Memo Res. 2024 -02.pdf](#)
[Res. 2024-02 - Vice-Mayor.pdf](#)

V. RESOLUTIONS

- c. RESOLUTION NO. 2024-03
A RESOLUTION RATIFYING THE APPOINTMENT OF ELAINE MCCLOSKEY AS THE
FULL-TIME CLERK OF COUNCIL OF THE CITY OF POWELL.
[Memo Res. 2024-03.pdf](#)
[Res 2024-03, clerk of council appoint.pdf](#)
- d. RESOLUTION NO. 2024-04
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT WITH
TRACY OWENS TO PROVIDE STRATEGY AND SERVICES FOR THE CITY COUNCIL
GOAL SETTING AND TEAM-BUILDING MEETING.
[Memo - Res. 2024 -04.pdf](#)
[Res. 2024-04, - Tracy Owens.pdf](#)
[Ex. A - Powell - 2024 Council Planning.pdf](#)
[City of Powell Professional Services Agreement - T. Owens .pdf](#)

VI. CITIZEN PARTICIPATION

VII. APPROVAL OF MINUTES

- a. Approval of the Minutes from the City Council meeting held on December 5, 2023.
[12.05.2023 city-council_minutes_summary.pdf](#)

VIII. COMMITTEE REPORTS

Development Committee: Next Meeting: February 6, 2024 @ 6:30 pm

Finance Committee: Next Meeting: January 30, 2024 @ 7 pm (Note Date Change)

Operations Committee: Next Meeting: January 16, 2024 @ 6:30 pm

Community Diversity Advisory Committee: Next Meeting: January 17, 2024 @ 6:00 pm

Planning & Zoning Commission: Next Meeting: February 15, 2024 @ 6:30 pm (Note Date Change)

Powell Development Corporation: Next Meeting: January 23, 2024 @ 7:00 pm

IX. CITY MANAGER'S REPORT/CITY CALENDAR

[City Calendar January 2024.pdf](#)

[City Calendar February 2024.pdf](#)

X. OTHER COUNCIL MATTERS

- a. Council Appointment to:
 - i. Development Committee
 - ii. Finance Committee
 - iii. Operations Committee
- b. Extension of Expired Boards and Commission Members Appointment

XI. EXECUTIVE SESSION

Ohio Revised Code Section 121.22 (G)(1) Personnel - to consider the appointment for boards and commissions, and employment and promotion of a public employee.

Ohio Revised Code Section 121.22 (G) (2) To consider the purchase of property for public purposes.

Ohio Revised Code Section 121.22 (G) (8) To consider confidential information related to negotiations with other political subdivisions regarding economic development.

XII. ADJOURNMENT



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager
To: City Council
Initiated By: Elaine McCloskey, City Clerk
Re: Resolution 2024-01, A RESOLUTION TO ELECT
AS MAYOR OF THE CITY OF POWELL
FOR A TERM ENDING DECEMBER 31, 2025.

Date: January 2, 2024

Summary: Section 3.01 of the Charter for the City of Powell requires the duly elected members of Council, at their first regular meeting in even numbered years, to elect a Mayor from its membership by the concurrence of at least four (4) members of Council for a term ending December 31, 2025.

Legal Review:

Law Director reviewed the legislation and approved as to form.

Financial Review:

None Required.

Recommendation:

Staff recommends approval of Resolution 2024-01 at the January 2, 2024 meeting.



RESOLUTION 2024-01

A RESOLUTION TO ELECT _____ AS MAYOR OF THE CITY OF POWELL FOR A TERM ENDING DECEMBER 31, 2025.

WHEREAS, Section 3.01 of the Charter for the City of Powell requires the duly elected members of council, at their first regular meeting in the year 2024, to elect a Mayor from its membership by the concurrence of at least four (4) members of Council for a term ending December 31, 2025; and

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

Section 1: That Council hereby elects _____ as Mayor of the City of Powell for the term ending December 31, 2025, pursuant to Section 3.01 of the Charter of the City of Powell.

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.

Mayor Date

Elaine McCloskey Date
City Clerk

EFFECTIVE DATE: January 2, 2024

This legislation has been posted in accordance with
the City Charter on this date _____

City Clerk



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager

To: City Council

Initiated By: Elaine McCloskey, City Clerk

Re: Resolution 2024-02, A RESOLUTION TO ELECT
AS VICE MAYOR OF THE CITY OF
POWELL FOR A TERM ENDING DECEMBER 31, 2025.

Date: January 2, 2024

Summary: Section 3.01 of the Charter for the City of Powell requires the duly elected members of Council, at their first regular meeting in even numbered years, to elect a Vice Mayor from its membership by the concurrence of at least four (4) members of Council for a term ending December 31, 2025.

Legal Review:

Law Director reviewed the legislation and approved as to form.

Financial Review:

None Required.

Recommendation:

Staff recommends approval of Resolution 2024-02 at the January 2, 2024 meeting.



RESOLUTION 2024-02

A RESOLUTION TO ELECT _____ AS VICE MAYOR OF THE CITY OF POWELL FOR A TERM ENDING DECEMBER 31, 2025.

WHEREAS, Section 3.01 of the Charter for the City of Powell requires the duly elected members of council, at their first regular meeting in the year 2024, to elect a Vice-Mayor from its membership by the concurrence of at least four (4) members of Council for a term ending December 31, 2025; and

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

Section 1: That Council hereby elects _____ as Vice Mayor of the City of Powell for the term ending December 31, 2025, pursuant to Section 3.01 of the Charter of the City of Powell.

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.

Mayor Date

Elaine McCloskey Date
City Clerk

EFFECTIVE DATE: January 2, 2024

This legislation has been posted in accordance with
the City Charter on this date _____

City Clerk



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager
To: City Council
Initiated By: Elaine McCloskey, City Clerk
Re: Resolution 2024-03, A RESOLUTION RATIFYING THE APPOINTMENT OF ELAINE MCCLOSKEY AS THE FULL-TIME CLERK OF COUNCIL OF THE CITY OF POWELL.
Date: January 2, 2024

Summary: Section 4.11 of the Charter for the City of Powell requires the duly elected members of Council to appoint the Clerk of Council. Section B (4)(I) of the Rules of City Council, established in Resolution 2022-22, requires at the organizational meeting, Council shall, by an affirmative vote of at least four members, appoint a Clerk of Council.

Legal Review:

Law Director reviewed the legislation and approved as to form.

Financial Review:

None Required.

Recommendation:

Staff recommends approval of Resolution 2024-03 at the January 2, 2024 meeting.



RESOLUTION 2024-03

A RESOLUTION RATIFYING THE APPOINTMENT OF ELAINE MCCLOSKEY AS THE FULL-TIME CLERK OF COUNCIL OF THE CITY OF POWELL.

WHEREAS, The Charter for the City of Powell requires the duly elected members of Council to appoint the Clerk of Council; and

WHEREAS, the Council of the City of Powell at its first regular meeting had on January 2, 2024, by the concurrence of at least four (4) duly elected members of the City Council appointed Elaine McCloskey to serve as the full-time Clerk of Council for the City of Powell.

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

Section 1: That Council ratifies the appointment of Elaine McCloskey as the full-time Clerk of Council for the City of Powell, pursuant to the provisions of The Charter of the City of Powell and the Council-Manager form of government set forth therein.

Section 2: That 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 the Council and that all deliberations of the 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: That this Resolution shall take effect immediately upon its adoption.

Date
Mayor

Elaine McCloskey
City Clerk

Date

EFFECTIVE DATE: January 2, 2024

This legislation has been posted in accordance with the City Charter on this date _____

City Clerk

City Council

Tyler Herrmann Ferzan Ahmed Christina Drummond Tom Counts Heather Karr David Lester Leif Carlson



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager

To: City Council

Re: RESOLUTION 2024-04, A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT WITH TRACY OWENS TO PROVIDE STRATEGY AND SERVICES FOR THE CITY COUNCIL GOAL SETTING AND TEAM-BUILDING MEETING.

Date: January 2, 2024

Summary: The City Manager has worked with Tracy Owens and received a proposal to conduct a Council Goal Setting and Team-Building session to take place in January 2024. Based on Council's availability there is an opportunity that this meeting can occur as early as January 6.

Mr. Owens will facilitate a working session with City Council members and City leadership that will incorporate team-building activities and focus on creating themes, actions, and planning to set City Council goals for the next two years.

Tracy Owens is a business transformation leader through his company 3 Point Consulting LTD, who has driven his employers and client organizations to achieve near-term objectives and better long-term results through innovation and quality management.

As an ASQ Certified Quality Engineer and Certified Manager of Quality and Organizational Excellence, he has strengthened operational capability and process improvement expertise among all the teams he has supported since 1998. His book *Six Sigma Green Belt, Round 2* was published by Quality Press in 2011 and serves as a guide for successful improvement project execution.

As a founding member of ASQ's Innovation Division, Tracy has promoted a growing body of knowledge on innovation management and brought his audiences a strong message about innovation as a process and not just a creative spark. He is co-author of *The Executive Guide to Innovation*, which was published in 2013.

Tracy holds a master's degree in international business from Seattle University, and he was elected to the 2016 class of ASQ Fellows. He also teaches in the MBA and MBOE programs in the Fisher College of Business

Legal Review:

Legal counsel has reviewed the proposal from Tracy Owens and approves as to form.

Financial Review:

The cost of this project is estimated at \$2,400 and the Finance Department has reviewed the proposal and will allocate the resources for the 2024 budget.

Recommendation:

Staff recommends approval of Resolution 2024-04 at the January 2, 2024, meeting.



RESOLUTION 2024-04

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER AN AGREEMENT WITH TRACY OWENS TO PROVIDE STRATEGY AND SERVICES FOR THE CITY COUNCIL GOAL SETTING AND TEAM-BUILDING MEETING.

WHEREAS, the City desires to contract with Tracy Owens to conduct a strategic planning meeting with a focus on goal setting and team-building.

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

Section 1: The City Manager is hereby authorized to enter into an agreement with Tracy Owens, in a form substantially similar to the agreement attached hereto as Exhibit A and incorporated herein by reference, for purpose of providing strategy and services for the City Council goal setting and team-building meeting.

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.

Date
Mayor

Elaine McCloskey
City Clerk

EFFECTIVE DATE: January 2, 2024

This legislation has been posted in accordance with
the City Charter on this date _____

City Clerk

EXHIBIT A

3 Point Consulting Ltd
6008 Trafalgar Ln
Dublin, OH 43016
(614) 602-7511

City of Powell
47 Hall St.
Powell, OH 43065
Attn: Andrew D. White, City Manager

Subject: Proposal for Strategic Planning Facilitation

Situation

Every two years, Powell City Council selects a new Mayor and Vice Mayor and at the same time sets new goals for the City. The next goal setting and team building session could be scheduled in January 2024.

Approach

3 Point Consulting will conduct a strategic planning workshop with a joint focus on goal setting and team building. A rough agenda for the single-day workshop is shown here:

1. Introductions and ice breaker
2. Building the initial list of goals with supporting data and commentary
3. Prioritization exercise (3 Point exclusive)
4. Efficiency in Council operations
5. Construct Action Register
6. Council roles and responsibilities (as deep as time permits)
7. Closing exercise (3 Point exclusive)

In order to make the most of this time together, a bit of prework will be needed. 3 Point Consulting will meet with Powell's HR Manager and City Manager at least two weeks prior to the event to outline prework requirements and to plan the logistics for the day.

Timing

This event can be scheduled on any Saturday in January 2024.

Workshop timing is recommended from 8:30am to at least 4pm at an agreed location that provides sufficient physical distance for participants as well as facilitation space.

Powell providing lunch would be helpful to keep the group on-site for the full time.

Fees

Total investment for this workshop: \$2,400.

Any questions about this proposal, please contact:

Tracy Owens, 3-point@att.net, 614-602-7511

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this 2nd day of January, 2024 ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Ohio Municipal Corporation, with offices located at located at 47 Hall Street, Powell, Ohio 43065 and 3 Point Consulting Ltd. ("Service Provider"), with an office and principal place of business located at 6008 Trafalgar Lane, Dublin, OH 43016 ("Address").

Recitals

WHEREAS, Powell desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A under "Project Methodology and Process" (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 2nd day of January 2024, and shall terminate on the on 31st day of December 2024. 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 agreement. Total payments to Service Provide shall not exceed \$2,400 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 \$ _____ 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 \$ _____ 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 \$ _____.

- 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".

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:
_____.
- 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 _____, _____.

CITY OF POWELL, OHIO

BY: _____ Date _____
Andrew White, City Manager

COMPANY

BY: _____ Date _____
Tracy Owens – 3 Point Consulting Ltd.

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: _____
Rosa Ocheltree, Finance Director

Date _____



**CITY COUNCIL
MEETING MINUTES
DECEMBER 5, 2023**

I. CALL TO ORDER/ROLL CALL

Mayor Swartwout called the December 5, 2023 meeting of City Council to order at 7:30 p.m. Councilmembers present included Council Representative Jon Bennehoof, Council Representative Heather Karr, Council Representative Christina Drummond, Council Representative Ferzan Ahmed, Council Representative David Lester, Vice-Mayor Tom Counts, and Mayor Daniel Swartwout. Staff present included: Sean Hughes, Economic Development Administrator; Jason Nahvi, Human Resource Manager; Grant Crawford, Public Service Director; Rosa Ocheltree, Finance Director; Jeffrey Tyler, Assistant City Manager/Community Development Director; Yazan Ashrawi, Law Director; Andrew White, City Manager.

II. PLEDGE OF ALLEGIANCE presented by Boy Scout Troop 843

III. PROCLAMATION AND RECOGNITION

- a. Proclamation for Councilmember Jon C. Bennehoof

Council recognized and thanked Councilmember Jon Bennehoof for his service to the City

- b. Recognition of Mayor Daniel Swartwout

Council recognized and thanked Mayor Daniel Swartwout for his service to the City.

IV. CITIZEN PARTICIPATION

Mayor Swartwout opened citizen participation for public comment. The following individuals provided public comment:

The Honorable Brian Lorenz
Ohio House of Representatives, District 60
4111 Village Club Drive
Powell, Ohio 43065

Representative Lorenz recognized Councilmember Jon Bennehoof and Mayor Daniel Swartwout for their service to the community.

Pam Miller
Powell Chamber of Commerce
36 Grace Drive
Powell, Ohio

Pam Miller requested that Councilmembers provide a video holiday message to the Chamber for marketing and social media use.

Megan Dowdell, Trustee
130 South Liberty Street
Powell, Ohio

Megan discussed concerns related to the Strategic Land Inventory on the City's website and voiced opposition that privately-owned land is included.

Janet Wartman
130 South Liberty Street
Powell, Ohio

Janet Wartman discussed that her property is not to be considered vacant land.

Brian Newell
Liberty Township Trustee
7802 Liberty Road N.
Powell, Ohio

Trustee Newell spoke on behalf of Liberty Township to thank Councilmember Jon Bennehoof and Mayor Daniel Swartwout for their service to the community.

Vince Margello
1900 W. Powell Road
Powell, Ohio

Vince Margello thanked Council for keeping the community safe.

Hearing no further public comment, Mayor Swartwout closed citizen participation.

V. APPROVAL OF MINUTES

- a. Approval of the Minutes from the City Council meeting held on November 21, 2023.

MOTION: Jon Bennehoof moved to approve the Minutes from the City Council meeting held on November 21, 2023. Christina Drummond seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

VI. RESOLUTIONS

- a. **RESOLUTION NO. 2023-37**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EASYIT TO PROVIDE IT PROFESSIONAL SERVICES.

Mayor Swartwout read Resolution No. 2023-37 into the record for the first time. City Manager White addressed that this was a priority identified by Council. Finance Director Ocheltree reviewed the process to identify the best service. Information was provided on who was on the review committee and

that the policy is to review contracts every 5 years. This service agreement is for one year and includes a termination clause. The contract can be renewed annually for five years before needing another RFP. Councilmember Drummond voiced questions regarding the past police experience for data management with EasyIT and if the RFP was distributed to other municipalities for input.

Mayor Swartwout opened Resolution No. 2023-37 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to approve Resolution No. 2023-37. Tom Counts seconded. Motion passed with a vote of 6-1 (No: Christina Drummond).

VOTE: Y-6 N-1 AB-0

b. **RESOLUTION NO. 2023-38**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SHYFT COLLECTIVE. FOR THE PURPOSE OF PERFORMING PROFESSIONAL DESIGN SERVICES FOR THE LECHLER BUILDING RE-DESIGN PROJECT.

Mayor Swartwout read Resolution No. 2023-38 into the record for the first time. City Manager White discussed that this is a longstanding item, and the first part of the process is the design process and the resources are provided in the CIP. Assistant City Manager Tyler reviewed the RFQ process in which advertisements started on September 4 and received four responses. He reviewed the makeup of the selection committee of the RFQ. As part of the RFQ it was clarified that the building will be continued to be used as a public service facility and the use would not change. He discussed wanting to enhance the building to make a better gateway for the community. Councilmember Drummond discussed past improvements to the building and area and stressed the importance of the design process to help look at the footprint and allows for strategic planning. Vice-Mayor Counts commented that the Administrative Facilities Master Plan has not been completed at this time and it may determine a different use for the building. He would like them to contemplate that this could be a possibility so that the building is not designed only like a service building that it could not be used for a different purpose. Councilmember Heather Karr noted that this has been discussed at the Development Committee multiple times and that this building is a gateway to the City. Councilmember Ferzan Ahmed questioned the estimated construction cost. There is an estimated \$800,000 in the CIP.

Mayor Swartwout opened Resolution No. 2023-38 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to approve Resolution No. 2023-38. David Lester seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

c. **RESOLUTION NO. 2023-39**

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF POWELL WILL PROVIDE 6.357+/-ACRES OF LAND, LOCATED IN LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, IF SAID PROPERTY IS HEREAFTER ANNEXED TO THE CITY OF POWELL, OHIO AND TO PROVIDE FOR BUFFER REQUIREMENTS.

Mayor Swartwout read Resolution No. 2023-39 into the record for the first time. City Attorney Yazan Ashrawi reviewed that this is part of the statutory requirements for the State of Ohio and that the resolution provides what services the City will provide to the property. This annexation will come back before the Council at a later date for legislative approval or denial of the property. Future discussions will occur on potential development and review to determine any buffer needs and specific questions relating to the property. Councilmember Bennehoof noted that the developer was present for the meeting.

Mayor Swartwout opened Resolution No. 2023-39 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to approve Resolution No. 2023-39. Tom Counts seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

d. **RESOLUTION NO. 2023-40**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A NETWORK ACCESS AGREEMENT WITH THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD FOR IT NETWORK ACCESS TO THE CENTRAL TRAFFIC SIGNAL SYSTEM (CTSS).

Mayor Swartwout read Resolution No. 2023-40 into the record for the first time. Public Service Director Grant Crawford discussed that this is a companion agreement to an agreement entered in 2021 with Delaware County to coordinate signals on Sawmill Parkway. This agreement will allow for access to the network and access the management software and manage signals on Sawmill Parkway. Councilmember David Lester discussed this was a request from former Councilmember Brian Lorenz.

Mayor Swartwout opened Resolution No. 2023-40 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to approve Resolution No. 2023-40. Heather Karr seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

VII. ORDINANCES: SECOND READING(S)

a. ORDINANCE NO. 2023-32

AN ORDINANCE AUTHORIZING THE CITY OF POWELL TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH CSD POWELL, LLC, AND DECLARING AN EMERGENCY.

Mayor Swartwout read Ordinance No. 2023-32 into the record for the second time. It was clarified that the previous modification to the CRA for a 15 year, 75% real property tax exemption was made at the school's request.

Mayor Swartwout opened Ordinance No. 2023-32 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Tom Counts moved to approve Ordinance No. 2023-32. Jon Bennehoof seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

b. ORDINANCE NO. 2023-33

AN ORDINANCE ADOPTING THE UPDATED PERSONNEL MANUAL FOR EMPLOYEES OF THE CITY OF POWELL.

Mayor Swartwout read Ordinance No. 2023-33 into the record for the second time. It was clarified there was a clerical error in the legislation in which the ordinance number was listed as Ordinance No. 2023-23. Human Resource Manager reviewed additional changes that were made to the manual based on feedback received from City Council during the first reading. These recommended changes were reviewed by the City's Labor Attorney and presented to City Council. Section 1 had changes to include the word "Unclassified" to clarify who is an at-will employee. Section 6 policy was updated to reflect the established Rules of City Council that were amended on April 19, 2022, in Resolution 2022-22. Changes to Section 10 included language changes that employees are expected to give a two weeks' notice when they resign or retire from the City and also covers how the employee can resign in good standing.

Mayor Swartwout opened Ordinance No. 2023-33 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to approve Ordinance No. 2023-33. Tom Counts seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

VIII. ORDINANCES: FIRST READING(S)

a. **ORDINANCE NO. 2023-35**

AN ORDINANCE TO AMEND CHAPTER 182 OF THE CITY'S CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

Mayor Swartwout read Ordinance No. 2023-35 into the record for the first time. City Attorney Yazan Ashrawi discussed that in 2018 the State of Ohio took control of municipal income tax and dictated the code. These are required changes by the State. Some of the changes are related to the net process collections and remote type work for employees with multiple locations. These changes are required to be in effect by January 1, 2024 and is requested to pass with a suspension of rules and emergency clause.

Mayor Swartwout opened Ordinance No. 2023-35 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to suspend the rules for Ordinance No. 2023-35. Christina Drummond seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

MOTION: Jon Bennehoof moved to approve Ordinance No. 2023-35. Heather Karr seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

b. **ORDINANCE NO. 2023-36**

AN ORDINANCE MODIFYING APPROPRIATIONS FOR THE CALENDAR YEAR 2023 AND DECLARING AN EMERGENCY.

Mayor Swartwout read Ordinance No. 2023-36 into the record for the first time. Finance Director Ocheltree reviewed this is related to the Seldom Seen TIF and Seldom Seen TIF Debt Fund. The Seldom Seen TIF collected less revenue then expected and was not sufficient to cover the debt fund and the payment to Liberty Township. This is a readjustment of accounts. This was not presented before the Finance Committee. It was requested that this ordinance have a suspension of the rules and passed with an emergency clause.

Mayor Swartwout opened Ordinance No. 2023-36 for public participation. Hearing none, Mayor Swartwout closed public participation.

MOTION: Jon Bennehoof moved to suspend the rules for Ordinance No. 2023-36. Ferzan Ahmed seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

MOTION: Tom Counts moved to approve Ordinance No. 2023-36. Jon Bennehoof seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

IX. COMMITTEE REPORTS

- **Development Committee:** Next Meeting: February 6, 2024 @ 6:30 p.m.

Heather Karr discussed that Development Committee met tonight to have a year end review.

- **Finance Committee:** Next Meeting: February 13, 2024 @ 7:00 p.m.

Vice-Mayor Counts discussed that the December meeting will be cancelled and the Finance Committee is expected to meet in January.

- **Operations Committee:** Next Meeting: January 16, 2024 @ 6:30 p.m.

Jon Bennehoof discussed that the December Operations Committee meeting was cancelled.

- **Community Diversity Advisory Committee:** Next Meeting: January 17, 2024 @ 6:00 p.m.
- **Planning & Zoning Commission:** Next Meeting: December 13, 2024 @ 6:30 p.m.
- **Powell Development Corporation:** Next Meeting: January 23, 2024 @ 7:00 p.m.

Mayor Swartwout discussed that Sean Hughes was introduced at the November PDC meeting.

X. CITY MANAGER'S REPORT/CITY CALENDAR

City Manager White introduced Sean Hughes, Economic Development Administrator. Sean Hughes discussed his excitement working with staff and the residents.

City Manager White provided additional comments relating to:

- Successful Holidays in Powell event
- Invitation to December 13 Holiday luncheon
- Preparing for a Council Work Session
- Onboarding Process for Council Elect and all of Council that would like to participate
- Addressed the public comment regarding public land and clarified that this is a map document and acknowledge the property owners' rights to enjoy their property

XI. OTHER COUNCIL MATTERS

XII. EXECUTIVE SESSION

- * Ohio Revised Code Section 121.22 (G) (1) To consider the employment or compensation of a public employee.
- * Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action.
- * Ohio Revised Code Section 121.22 (G) (8) To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

MOTION: Jon Bennehoof moved for Council to enter executive session pursuant to Ohio Revised Code Section 121.22 (G) (1) To consider the employment or compensation of a public employee; Ohio Revised Code Section 121.22 (G) (3) pending or imminent court action; and Ohio Revised Code Section 121.22 (G) (8) To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance. David Lester seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

Council entered executive session at 9:31 p.m. Councilmembers present for executive session included Council Representative Jon Bennehoof, Council Representative Heather Karr, Council Representative Christina Drummond, Council Representative Ferzan Ahmed, Council Representative David Lester, Vice-Mayor Tom Counts, and Mayor Daniel Swartwout. Staff present included: Yazan Ashrawi, Law Director and Andrew White, City Manager. Also present was Councilmember-Elect Leif Carlson.

MOTION: Jon Bennehoof moved to exit executive session at 10:30 p.m. Heather Karr seconded. Motion passed. Council reentered open session at 10:30 p.m.

VOTE: Y-7 N-0 AB-0

MOTION: Tom Counts moved to approve City Manager's salary with a 3.5% raise. Jon Bennehoof seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

XIII. **ADJOURNMENT**

MOTION: Jon Bennehoof moved to adjourn the meeting adjourned at 10:31 p.m. Heather Karr seconded. Motion passed.

VOTE: Y - 7 N - 0 AB-0

	Date	Elaine McCloskey,	Date
Mayor		Clerk	



Upcoming City Meetings & Events JANUARY 2024



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1  City Offices Closed	2 7:30 pm—City Council	3	4 6:30 pm—Board of Zoning Appeals – CANCELLED	5	6
7	8	9	10 6:30 pm—Planning & Zoning Commission – CANCELLED	11	12	13
14	15  City Offices Closed	16 6:30 pm –Operations Committee 7:30 pm - City Council	17 6 pm—Community Diversity Advisory Committee	18 6 pm—Historic Downtown Advisory Commission – CANCELLED	19	20
21	22	23 7 pm—Powell Development Corp	24	25	26	27
28	29	30 7 pm—Finance Committee -Note Date Change	31			 27



Upcoming City Meetings & Events February 2024



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 pm—Board of Zoning Appeals	2 	3
4	5	6 6:30 pm—Development 7:30 pm—City Council	7	8	9	10
11	12	13 7 pm—Finance Committee	14 	15 6:30 pm—Planning & Zoning Commission – Note Date Change	16	17
18	19 	20 6:30 pm –Operations Committee 7:30 pm - City Council	21 6 pm—Community Diversity Advisory Committee	22 6 pm—Historic Downtown Advisory Commission – Note Date Change	23	24
25	26	27 7 pm—Powell Development Corp	28			