



AGENDA
POWELL REGULAR COUNCIL MEETING
47 HALL STREET, POWELL, OH 43065
COUNCIL CHAMBERS
TUESDAY, FEBRUARY 20, 2024
7:30 PM

I. CALL TO ORDER/ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. CITIZEN PARTICIPATION

Comment Received

[Written Testimony of Councilwoman Christina Drummond.pdf](#)

IV. APPROVAL OF MINUTES

- a. Approval of the Minutes from the City Council Meeting held on February 6, 2024.
[city-council_minutes_summary 02.06.2024.pdf](#)

V. CONSENT AGENDA

- a. **RESOLUTION 2024-09**
A RESOLUTION APPOINTING BOARD, COMMITTEE, AND COMMISSION MEMBERS AND SPECIFYING THE TERMS OF THE APPOINTMENT.
 - 1. [Memo Res 2024-09 boards and commission appointments.pdf](#)
 - 2. [Res 2024-09, boards commissions.pdf](#)
- b. Monthly Department Reports
 - 1. [Police Monthly Report.pdf](#)
 - 2. [Building Monthly Report.pdf](#)
 - 3. [Communications Monthly Report.pdf](#)
 - 4. [Parks and Recreation Monthly Report.pdf](#)
 - 5. [Public Service and Engineering Monthly Report.pdf](#)
 - 6. [Community Development Monthly Report.pdf](#)
 - 7. [Human Resources Monthly Report.pdf](#)
 - 8. [Economic Developmen Monthly Report.pdf](#)

VI. RESOLUTIONS

- a. **RESOLUTION 2024-10**
A RESOLUTION AUTHORIZING THE POWELL POLICE DEPARTMENT TO ENTER INTO A SUBSCRIPTION SERVICE CONTRACT AND MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, INC.
 - 1. [Memo Res 2024-10, Flock Safety Subscription and MOU \(2024\).pdf](#)

2. [Res 2024-10, Flock Safety\(2024\).pdf](#)
3. [Flock Contract \(2024\).pdf](#)
4. [Flock Safety MOU \(2024\).pdf](#)
5. [Flock Safety Quote \(2024\).pdf](#)
6. [Flock - Powell Ohio Council Presentation \(2024\).pdf](#)

b. **RESOLUTION 2024-11**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EMH&T FOR THE PURPOSE OF PERFORMING CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE ADVENTURE PARK PICKLEBALL COURT CONSTRUCTION.

1. [Memo Res 2024-11, Pickleball Construction Admin and Inspection EMHT.pdf](#)
2. [Res 2024-11, Pickleball Construction Administration and Inspection.pdf](#)
3. [Professional Services Agreement - Adventure Park Pickleball.pdf](#)

c. **RESOLUTION 2024-12**

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DMC CONSULTING LLC FOR IT SERVICES.

1. [Memo Res. 2024-12 DMC Contract.pdf](#)
2. [Res. 2024-12_Resolution_DMC.pdf](#)
3. [Doug McCollough - City of Powell Service Contract .pdf](#)

d. **RESOLUTION 2024-13**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARQUEE ARTS AND ENTERTAINMENT LLC TO PROVIDE EVENT STRATEGY AND MANAGEMENT SERVICES.

1. [Memo Res. 2024-13.pdf](#)
2. [Res. 2024-13, Marquee.pdf](#)
3. [Res 2024-13 -PSA - Event Management.pdf](#)

VII. GOAL SETTING DISCUSSION

a. 2024-2025 City Council Goals Review and Discussion

1. [Memo - 02.20.2024 Council Goal Setting 2024 - 2025.pdf](#)
2. [REVISED 2024 City Goals Related to Community Attitude Survey.pdf](#)

VIII. COMMITTEE REPORTS

Development Committee: Next Meeting: March 5, 2024 @ 6:30 pm

Finance Committee: Next Meeting: March 12, 2024 @ 7:00 pm

Operations Committee: Next Meeting: February 26, 2024 @ 5:30 pm or 6:00 pm

Planning & Zoning Commission: Next Meeting: March 13, 2024 @ 6:30 pm

Powell Development Corporation: Next Meeting: February 27, 2024 @ 6:30 pm

IX. CITY MANAGER'S REPORT/CITY CALENDAR

[City Calendar February 2024.pdf](#)

[City Calendar March 2024.pdf](#)

X. OTHER COUNCIL MATTERS

XI. EXECUTIVE SESSION

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

XII. ADJOURNMENT

Written Testimony of Councilwoman Christina Drummond

Submitted February 19, 2024

Re: City Council Meeting Agenda and Packet for February 20, 2024

Fellow Members of Council and City Staff:

While Ohio's Revised Code does not currently allow remote participation in public meetings by elected officials, I humbly submit the following comments for consideration as a part of the record since I am unable to join the February 20, 2024 Council meeting in person due to professional travel.

RE : Consent Agenda V.a. | RE Resolution 2024-09:

- As noted in the memo, the Community Diversity Advisory Committee is being absorbed into Powell's standing Operations Committee. Hence, I wonder if it is appropriate to recognize Dee Miller and Taylor Brown's continued service as "Reappointments" since they served on CDAC last year.

RE : Consent Agenda V.b.4. | Parks and Recreation Department February 2024 Monthly Report

- Please note that the free compilation of data for analysis is one of the many perks that Powell's MORPC membership provides, as MORPC's Data and Mapping team can support a limited number of data requests for members each year. For the **Master Parks Plan**, as well as all of our analysis projects, I hope Powell leverages such resources to not duplicate effort and relieve the burden on staff. As Chair of the MORPC's Regional Data Advisory Committee, I have heard of consultants charging municipalities for data that is available for free via MORPC and would like Powell to avoid this scenario. Dave Dixon, MORPC's Director of Data and Mapping can provide more information to staff.
- A steering committee for the **Master Parks Plan** is mentioned. Who is serving on this committee? I have previously requested to participate, have yet to receive information, and look forward to additional information. I would welcome this discussion in the Operations Committee in March.
- I find it concerning that only 1/3 of our winter programming registrations are from Powell residents. This is not a strong indicator of the City's offerings meeting the needs of our residents. I look forward to seeing if Powell's new mailed quarterly newsletter and website change this trend for summer program registration and encourage staff to bring the last two years of registration data trends to Operations for discussion in March or April. Similarly, program registration data for the School's Out and Early Education programs should be made available so that we can understand how these programs are serving residents and non-residents.
- I am incredibly disappointed by the lengthy closing of the Murphy Park playground slide. If as noted, playground equipment takes 6 months to order and repair, Powell must plan ahead and order parts in advance of having to close playgrounds for months at a time. How many other items will be safety concerns in 2024 and have we already ordered the parts? The excellence expected of Powell demands us to assess and order before failure,

bringing financial requests to the Finance Committee as necessary. While a week closure to replace a safety issue is acceptable, multiple weeks and months of closure is not to our many families. I hope the Master Parks Plan will provide a proactive way to address maintenance, repair, and capital improvements over a 5-7 year schedule similar to our road and paths planning.

RE: VI.a | Resolution 2024-10

- I strongly urge Council to table this agenda item and/or refer it to the Operations Committee for consideration alongside policy to protect the civil liberties of Powell's residents. Our next Operations Committee meeting agenda has time allocated to discuss policy solutions to address privacy concerns related to city use of technologies that generate data about our residents.
- Resolution 2024-10 would enact a five-year contract provided by the Flock corporation that is not without controversy nationwide and that multiple organizations, including the International Association of Chiefs of Police, note must be managed carefully through policy. I personally have concerns over the contractual confidentiality clauses related to this use of technology in the public interest, and am very concerned over the private retention and use by Flock or members of its network of any data derived from the video feeds and other installed sensors related to individual Powell resident vehicle "fingerprints", associated location data, and data derived from both the camera video or images and audio sensors. As the cameras capture and store data on all travelers, not just vehicles of interest, it is upon us policymakers to proceed with caution especially since the Powell Police Department previously elected to stop using ALPR in 2017.
 - The International Association of Chiefs of Police (IACP) notes, "*ALPR technology must be properly deployed and carefully managed to ensure effective operations that recognize and respect the privacy interests and the civil rights and civil liberties of citizens*"¹ and that "*Recording driving habits could implicate First Amendment concerns. Specifically, LPR systems have the ability to record vehicles' attendance at locations or events that, although lawful and public, may be considered private. For example, mobile LPR units could read and collect the license plate numbers of vehicles parked at addiction counseling meetings, doctors' offices, health clinics, or even staging areas for political protests.*"² In its Privacy Impact Assessment Report of ALPRs, the IACP notes the importance of policy to address privacy risks related to the purpose of data collection, the storage of active and historical data captured by the ALPRs, broad access and dissemination of such data that has been captured by the ALPRs, data retention policies, data quality audits, and records management and accountability.³
 - Municipal use of ALPRs is opposed by the Electronic Frontier Foundation (EFF)⁴ and the American Civil Liberties Union (ACLU) which conducted an extensive

¹ International Association of Chiefs of Police. Automated License Plate Recognition. Webpage. <https://www.theiacp.org/projects/automated-license-plate-recognition>

² https://www.theiacp.org/sites/default/files/all/k-m/LPR_Privacy_Impact_Assessment.pdf, pg. 2

³ https://www.theiacp.org/sites/default/files/all/k-m/LPR_Privacy_Impact_Assessment.pdf pgs. 2-3

⁴ Lynch, Jennifer. Automated License Plate Readers Threaten Our Privacy. Electronic Frontier Foundation. Webpage. May 6, 2013. <https://www.eff.org/deeplinks/2013/05/alpr>

review of Flock in particular, noting concerns over the private company's centralization of data, accuracy problems, use of AI and audio sensors.⁵

- In tracking state legislation of ALPRs, the National Council of State Legislatures notes, *"The data collected can enhance law enforcement's ability to investigate and enforce the law, but also raise concerns that the information collected may be inaccurate, placed into databases and shared without restrictions on use, retained longer than necessary, and used or abused in ways that could infringe on individuals' privacy. At least 16 states have statutes that expressly address the use of ALPRs or the retention of data collected by ALPRs."*⁶ While the Flock presentation states that video recordings are deleted after 30 days, I would like contractual assurance that all records including data that may be generated by Flock from any feeds provided by installed Flock cameras or sensors under our contract would be deleted as soon as possible and not shared for third party copying or retention beyond our legislative reach.
- I firmly believe that this City should do all it can to protect the civil rights and liberties of its residents while looking after the public's safety. The Operations Committee had a chance to review the presentation from the Flock corporation and recognizing that Powell's Police Department found value in using the tool to assist in investigations, I strongly recommend Council pause to implement contractual adjustments and/or legislative action to ensure that Powell's residents privacy is protected prior to such technology being adopted.
- Should Council or staff wish to pass this legislation, I strongly urge consideration of three amendments:
 - 1) amend the legislation and contract so that all **non-hit license plate data** is automatically deleted within three minutes without copies being made, thereby keeping Powell drivers' data out of the Flock surveillance network. Potential language could be, "Notwithstanding any provision to the contrary, **ALPR photos, sensor data or other data** captured by the customer's Flock camera, or otherwise provided to or shared with Flock by the customer, **or any data generated therefrom**, shall be deleted and destroyed by Flock no more than three minutes after such photos or data are first captured by, provided to, or shared with Flock, unless otherwise required by applicable law."
 - 2) amend the Flock contract or put in the legislation language to eliminate unregulated third party data sharing, i.e. "Notwithstanding any provision to the contrary, ALPR photos or data captured by the customer's Flock camera, or otherwise sent to or shared with Flock by the customer, or data produced therefrom, shall not be sent to, shared with, or used by or for any other person or entity."
 - 3) amend the Flock contract language to remove the confidentiality clauses to fully allow informed oversight.

⁵ Stanley, Jay. Fast-Growing Company Flock is Building a New AI-Driven Mass-Surveillance System. March 1, 2022. <https://www.aclu.org/publications/fast-growing-company-flock-building-new-ai-driven-mass-surveillance-system>

⁶ National Council of State Legislatures Automated License Plate Readers: State Statutes. Webpage. Last updated February 3, 2022. <https://www.ncsl.org/technology-and-communication/automated-license-plate-readers-state-statutes>



**CITY COUNCIL
MEETING MINUTES
FEBRUARY 6, 2024**

I. CALL TO ORDER/ROLL CALL

Mayor Tom Counts called the meeting to order at 7:30 p.m. Councilmembers present included Councilmember Christina Drummond, Councilmember Ferzan Ahmed, Councilmember David Lester, Councilmember Tyler Herrmann, Councilmember Leif Carlson, Vice-Mayor Heather Karr and Mayor Tom Counts. Staff present included Mallory Sribanditmongkol, Strategic Communications Officer; Yazan Ashrawi, City Attorney; Aaron Stanford, City Engineer; Grant Crawford, Public Service Director; Ron Sallows, Police Chief; Jason Nahvi, Human Resource Manager; Sean Hughes, Economic Development Administrator; Rosa Ocheltree, Finance Director; Jeffrey Tyler, Assistant City Manager/Community Development Director; and Andrew White, City Manager.

II. PLEDGE OF ALLEGIANCE

III. CITIZEN PARTICIPATION

Mayor Tom Counts opened citizen participation. The following individuals provided public comment:

Brittany Zoeklin
Delaware Public Health District
470 South Sandusky Street
Delaware, Ohio

Brittany Zoeklin provided information on events and grants through the Delaware Public Health District. The 2024 Healthy Communities grant application is due in March. There is a low risk drinking course being offered for adults on March 20. The annual meeting of the District Advisory Council will be on March 21, 2024, at 7:00 p.m. The Delaware Public Health District offers recycling containers for public events and information was also provided on a meeting to discuss health improvement efforts in Delaware County.

Brandon Cook
7700 Steitz Road
Powell, Ohio

Mr. Cook voiced concerns regarding the upcoming Planning and Zoning Commission notification regarding Horsepower Farms.

The Clerk submitted to the record an email received from David Dirr, Grandshire HOA Board of Trustees, regarding path maintenance in Grandshire.

IV. APPROVAL OF MINUTES

- a. Approval of the Minutes from the Special Meeting of City Council held on January 6, 2024.

Councilmember Christina Drummond requested that consistent titles be used throughout the minutes and on page 4 to look at the wording for the exercise that Council participated in. Councilmember Christina Drummond requested for the word immediate to be inserted into the minutes to reflect that they were immediate priorities.

MOTION: Councilmember Ferzan Ahmed moved to approve the Minutes from the Special Meeting of City Council held on January 6, 2024, as amended. Councilmember Heather Karr seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

- b. Approval of the Minutes for the City Council Meeting held on January 16, 2024.

MOTION: Councilmember Heather Karr moved to approve the City Council Meeting held on January 16, 2024. Councilmember Ferzan Ahmed seconded. Motion passed. Councilmember Christina Drummond abstained.

VOTE: Y-6 N-0 AB-1 (Abstain: Christina Drummond)

V. RESOLUTIONS

- a. **RESOLUTION NO. 2024-08**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE IMPROVEMENT OF THE AT-GRADE CROSSING ON SR750.

Mayor Tom Counts read Resolution No. 2024-08 into the record for the first time. Public Service Director Grant Crawford discussed that staff has worked with CSX over the past year to generate the plan and agreement to improve the crossing. The enhanced crossing would utilize a full-depth rubber surface, creating a long-lasting and smooth transition. This will last better compared to typical wood replacement. The work is expected to take place in the second or third quarter of the year and should last approximately 7 days. Councilmember Leif Carlson questioned if the repairs are for the road or if will extend out towards the sidewalk. Public Service Director Grant Crawford confirmed that the project is just for the road. Councilmember Christina Drummond questioned the timing of the project and if the City has input regarding the scheduling as this could occur during some planned events. Public Service Director Grant Crawford responded that the City will work with CSX to find a time that will be the least impactful. Councilmember Tyler Herrmann questioned the cost of the standard replacement compared to the rubber replacement. Public Service Director Grant Crawford answered that CSX did not provide that information to staff. City Manager Andrew White discussed that SR750 is a heavy traffic area, and the goal is to use materials which can withstand the use and will be looking at this improvement towards other crossings in the City. Mayor Tom Counts opened Resolution No. 2024-08 to public comment. The following provided public comment:

Les Wibberley
5005 Bayhill Drive
Powell, Ohio

Les Wibberley discussed that the upgrade is only for the road and noted that there is a trail crossing in the area and wanted to confirm that this will be maintained. Public Service Director Grant Crawford confirmed that this will be maintained.

Hearing no further public participation, Mayor Tom Counts closed public participation for Resolution No. 2024-08.

MOTION: Councilmember Heather Karr moved to approve Resolution No. 2024-08. Councilmember Christina Drummond seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

VI. PRESENTATION

- a. Street and Path Maintenance Program Update, presented by Grant Crawford, Public Service Director and Aaron Stanford, City Engineer.

Public Service Director Grant Crawford and City Engineer Aaron Stanford presented to Council roadway condition updates, Pavement Management Group (PMG) Data and Pavement Condition Ratings, current roadway network statistics, and Street and Path Maintenance Program. City Engineer Aaron Stanford reviewed the current pavement ratings and discussed that PMG drove all streets and paths to give video data and pavement conditions.

City Engineer Aaron Stanford discussed that the pavement ratings were last updated by PMG in 2022. The goal is to have this rating completed every two years and updates will be performed in 2024. PCI range is an overall rating of the street. Ratings are broken into PCI ranges with Excellent (PCI Range 100-92), Good (PCI Range 91-75), Fair (PCI Range 74-56), Poor (PCI Range 55-20), Failing (PCI Range 19-0). The average PCI for all roadways in the City is 73, but the goal is to not be less than 75. He also discussed that with the work completed in 2023 this PCI has increased to 74. For residential streets, staff would like a minimum rating of 65 or above. The database allows video of street segments and able to see the conditions of a specific area of a street from 2022. Staff can use this to determine how the road has deteriorated and assist with budget planning.

City Engineer Aaron Stanford clarified that the stated goal for the street network is an overall rating of 75, with a rating of 65 or more for residential streets. Approximately 74% of all residential streets are currently rated with a PCI rating of 65 or greater. Excellent rated streets accounted for 20.02% of all streets by total pavement area, which is up from 15.96% in 2022. Streets rated "Good" accounted for 41.75% of all streets by total pavement area. Four street segments moved from "Good" to Excellent". Streets rated "Fair" accounted for 34.20% of all streets by total pavement area, down from 34.93% in 2022. The City moved an additional .56 lane miles from the "Fair" to the "Excellent" rating through improvements made in 2023. Three street segments moved from "Fair" to "Excellent". Streets rated "Poor" accounted for 4.49% of all streets by total pavement area, down from 6.73% in 2022. Streets rated "failed" accounted for 0%, as the road conditions on Fox Run were repaired in 2023.

Public Service Director Grant Crawford discussed the Street and Path Maintenance Program. The 2024 Program Construction Budget is \$2.2M, which is the biggest program the City has seen to date. There is a yearly increase in funding planned out in the 2024-2028 CIP. This program looks at future maintenance and the need to spread out the work so that the streets do not fail in the future all at the same time. Staff utilized the GIS data from PMG to filter the streets based on a certain PCI. He reviewed that the goal is to have an average PCI of 70 for arterial streets, 65 for residential and overall average for both at 75. Staff reviewed the geographical locations and clustering for phasing and repaired the lowest-rated streets first. Staff reviewed the area based on the location of schools and special events. For path maintenance, all the paths have been rated. Priorities include the lowest rated path as well as context sensitive program relating to the area. This would relate to areas near or in parks, areas of higher-than-average pedestrian and bicycle traffic.

Councilmember Heather Karr requested clarification that the City will be repairing residential roads with a PCI of 65 or below and arterial roads at PCI of 70 and this is best practice. Public Service Director Grant Crawford clarified that this is best practice and standard ratings.

Councilmember Ferzan Ahmed questioned if staff believes that by 2028 minimal standards will be met and if there will be an Asset Management Plan for trails. The Public Service Director Grant Crawford feels that they will meet minimal standards and trails are included in the CIP. The first step is to gather the data to distinguish the private vs. public paths and review the maintenance responsibility. The adding of paths to the maintenance plan will increase cost and many of the private path maintenance responsibilities are described in the legal plats. There will need to be an effort to work with legal and the HOA's.

Councilmember Christina Drummond noted that much of the data is for five-years, but the 7-year data could show a leveling out and what it will look like once the plan enters the maintenance schedule. She questioned if the dashboard could be shareable through the website so residents can see the condition of their roads. For policy, she discussed the standard minimum of 65, and questioned if this meets the expectations of the residents and addresses the concerns presented in the Community Attitude Survey. She believes the residents expect more than a "Fair" rating and questioned what the score is for residential streets when the cracks open. Public Service Director Grant Crawford answered that cracks start forming at a PCI rating of 92-93 and around five years due to the freeze and thaw process. The City plans to complete crack sealing around a PCI of 90 range to help with road maintenance. Councilmember Christina Drummond questioned the different ratings for residential vs. arterial. City Engineer Aaron Stanford explained that arterial traffic has a higher volume of traffic. Pavement strength and durability is based on the use of heavy vehicle use, which arterial streets have heavier vehicle traffic. These streets have a higher pavement volume as they are usually multiple lanes, and the cost of repairs is usually more expensive due to the impact on traffic. Expenses can also increase if maintenance is deferred to a later time. Councilmember Christina Drummond noted the positive for path improvements which are utilized by children. She also wanted to see if staff could present a 7-year arc if the minimum ratings were increased from 65-70 to 70-

75. City Engineer Aaron Stanford discussed that when the 2024 ratings are received, staff can run different scenarios.

Councilmember David Lester questioned if there are comparisons between other communities. City Engineer Aaron Stanford addressed that this information was not received, but they could request.

Councilmember Leif Carlson questioned if there were any measurements by a third party in 2023. Public Service Director Grant Crawford answered they did not update PCI on their own, but they did review all streets based on the PCI to see if it was still accurate to be able to compare with the 2024 data. There were a few streets that were found to be rated a little higher than they should be. He noted that these streets would have had a slurry seal treatment. The pavement ratings for 2024 will be captured later in the year to have the most up to date dashboard.

Mayor Tom Counts recommended not changing the standards until staff are able to assess the data and trends. He discussed in 2022 his residential street was repaved and the following year there was a sealer placed on the road. Public Service Director Grant Crawford explained there was an asphalt rejuvenator placed on the street, which helps to add to the lifespan of the asphalt. This is usually placed on within a year of the initial resurfacing.

Councilmember Christina Drummond had a discussion relating to trails and paths which have sections in which the City has repaired. Her own neighborhood, Grandshire, has had questions regarding the private vs. public and who maintains. She questioned if private maintenance would be at City standards. She also questioned if there are minimal standards in the Complete Streets Policy. City Engineer Aaron Stanford discussed looking at opportunities to improve paths with a Master Trail Plan.

Mayor Tom Counts invited public comment. The following individual spoke:

Les Wibberley
5005 Bayhill Drive
Powell, Ohio

Les Wibberley discussed paths are shared facilities for both pedestrians and bicyclists and the condition of the heavily used path along Liberty Road north of Powell Road is in poor condition. He discussed main corridors for trails that may need more attention and for staff to consider the use for both pedestrians and bicycles.

VII. GOAL SETTING DISCUSSION

a. 2024-2025 City Council Goals Review and Discussion

City Manager Andrew White discussed efforts by staff to create a document called the 2024-25 Strategic Plan which incorporates the goal statements from 2021 and carries them forward and is part of the budgetary software. This tool allows for staff reporting and promotion to the community and can show performance metrics and budget authorization. Mayor Tom Counts developed themes and high-level goals that reflect both the discussion

at the Goal Session and the Community Attitude Survey. He recommended prioritizing the goals down to three with a subset of three.

Councilmember Leif Carlson recommended assigning some of the work to committees.

Councilmember David Lester voiced his agreement with Councilmember Leif Carlson on utilizing committees.

Councilmember Christina Drummond also agreed with the suggestion to utilize committees and discussed possibly having another work session. She discussed seeing a gap between high level objectives and things we want to see happen in two years. Looking at the Strategic Plan there were a lot of references to maintaining and with Powell 2.0 there are high expectations. She discussed the need to be strategic.

Vice-Mayor Heather Karr provided comment on the Draft Strategic Plan and liked the set up with the action items, progress and status.

Councilmember Ferzan Ahmed was in agreement with tying goals to the Community Attitude Survey which will allow the City to not have conflicting interests. He discussed looking at several of the goals that include the Community Attitude Survey and divide them into categories such as breakthrough goals, one off goals, maintenance goals. Several of the items could be combined.

Councilmember Tyler Herrmann thanked staff and Mayor Tom Counts for their efforts. He liked the Strategic Action Plan action item listing and recommended highlighting some of the smaller items that can be completed quickly.

Councilmember Christina Drummond also discussed liking the connection of the Community Attitude Survey, but questioned if it captured the highest priorities in the survey. Mayor Tom Counts addressed that everything was not captured but did capture the highest priorities.

City Manager Andrew White appreciated the comments received. He discussed the report will be essential to staff to monitor and report. Councilmember Tyler Herrmann questioned if the Strategic Plan will be updated monthly. City Manager Andrew White discussed that this is tied to the financial software and can produce a report routinely. Finance Director Rosa Ocheltree discussed that the system will be available similar to the budget book, but staff can provide official updates as requested by Council.

VIII. COMMITTEE REPORTS

Development Committee: Next Meeting: March 5, 2024 @ 6:30 p.m.

Councilmember Ferzan Ahmed provided an update on the Development Committee and ongoing economic development projects.

Finance Committee: Next Meeting: March 12, 2024 @ 7:00 p.m.

Councilmember Heather Karr reviewed that there was a 2023 review at the January Finance Committee meeting. The next meeting will be March 12, 2024.

Operations Committee: Next Meeting: February 20, 2024 @ 6:30 p.m.

Councilmember Christina Drummond discussed the Operations Committee met in January and had an update on the website and changes to come. There was also an update provided

on Flock Pilot Program. She noted the date for the upcoming State of the City on April 8. The next meeting is expected to be rescheduled due to schedule conflicts.

Planning & Zoning Commission: Next Meeting: February 15, 2024 @ 6:30 p.m.
Councilmember David Lester discussed the Planning and Zoning Commission will be swearing in two new members at the upcoming meeting.

Powell Development Corporation: Next Meeting: February 27, 2024 @ 6:30 p.m.
Mayor Tom Counts provided information on the Powell Development Corporation meeting. City Manager White discussed that the meeting reported on meeting with three different CIC and how the structure could be upgraded. Assistant City Manager Jeffrey Tyler discussed a contract to scan the downtown to do some high-level planning of the downtown. City Manager Andrew White discussed that PDC agreed to invest in a partnership with COHatch in a scan in the northeast quadrant and the downtown over time.

IX. CITY MANAGER'S REPORT/CITY CALENDAR

a. Consideration of Legislative Training Budget Appropriation.

City Manager White discussed in the 2024 Budget, training resources were allocated mostly to staff, but this budget allocated approximately \$500 per council member. There is an ODEA Seminar coming up which Councilmember Christina Drummond is interested in attending. Early registration ends March 29 and there was conversation on training for not just Council but also boards and commissions. Councilmember Christina Drummond discussed she had planned on attending this event and feels it is important to consider volunteer appointees having a financial barrier which may prevent them from attending an event. Mayor Tom Counts discussed staff previously provided a basic educational seminar for Planning and Zoning Commission and Economic Development Administrator Sean Hughes could provide similar training. The recommendation from City Manager Andrew White, Councilmember Christina Drummond, Vice-Mayor Heather Karr and Mayor Tom Counts is for this topic to be discussed at the Finance Committee level for a recommendation to Council.

b. February Calendar

City Manager Andrew White provided the following updates to City Council:

- The staff is monitoring communications related to water quality and has reached out to Delco Water and concerns received regarding contaminants in the water.
- Petition circulating with the public prohibiting truck traffic on SR315. The City does have a small component on this roadway and could require sponsorship legislation in coordination with Delaware County, Liberty Township and City of Delaware.
- CSX Adventure Park Tunnel continues to be shut down. There is no timeline for reopening it yet.
- Communications received from Delaware County relating to the solar eclipse event.
- Meeting with the Columbus Zoo relating to traffic patterns during their holiday events for safety measures and traffic control.
- Continuing to work with Columbus Zoo on the upcoming State of the City event in April.
- Continuing to work on the organizational structure of the City related to personnel.
- Recognized Gina Kilp and Melissa Hindman for receiving OPRA Leadership Award for their Caught Being Cool program.

- Liberty Township discussions regarding pathways and conversations with the YMCA relating to a wellness facility discussion and how there can be further partnership.

X. OTHER COUNCIL MATTERS

XI. EXECUTIVE SESSION

- * Ohio Revised Code Section 121.22 (G)(1) Personnel - to consider the appointment for boards and commissions.
- * Ohio Revised Code Section 121.22 (G) (8) To consider confidential information related to negotiations with other political subdivisions regarding economic development.

MOTION: Councilmember Heather Karr moved to enter executive session pursuant to Ohio Revised Code Section 121.22 (G)(1) Personnel - to consider the appointment for boards and commissions and Ohio Revised Code Section 121.22 (G) (8) To consider confidential information related to negotiations with other political subdivisions regarding economic development. Councilmember Christina Drummond seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

The Council entered executive session at 9:23 p.m. Councilmembers present in the executive session included Councilmember Christina Drummond, Councilmember Ferzan Ahmed, Councilmember David Lester, Councilmember Tyler Herrmann, Councilmember Leif Carlson, Vice-Mayor Heather Karr and Mayor Tom Counts. Staff present Yazan Ashrawi, City Attorney; Jason Nahvi, Human Resource Manager; Sean Hughes, Economic Development Administrator; Jeffrey Tyler, Assistant City Manager/Community Development Director; and Andrew White, City Manager.

MOTION: Councilmember Christina Drummond moved to exit executive session. Councilmember Heather Karr seconded. Motion passed.

VOTE: Y-7 N-0 AB-0

The Council exited executive session and returned to open session at 10:38 p.m.

XII. ADJOURNMENT

MOTION: Councilmember Tyler Herrmann moved to adjourn the meeting. Councilmember Heather Karr seconded. Motion passed. The meeting was adjourned at 10:38 p.m.

VOTE: Y - 7 N - 0 AB-0

Tom Counts, Date
Mayor

Elaine McCloskey, Date
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: Members of City Council
Re: Resolution No. 2024-09 – appointing board, committee and commission members and specifying the terms of the appointment
Date: February 20, 2024

Summary:

Boards and Commission members have been newly appointed, and reappointed, by City Council members to serve on City of Powell boards, committees and commissions with updated term dates for each member on the board. This resolution includes Council's recommendation for the Community Diversity Advisory Committee to be absorbed under the direction of the Operations Committee.

Legal Review:

The Law Director's office reviewed and approved the resolution.

Financial Review:

No financial review is required.

Recommendation:

Staff recommends the approval of Resolution 2024-09.



RESOLUTION 2024-09

A RESOLUTION APPOINTING BOARD, COMMITTEE, AND COMMISSION MEMBERS AND SPECIFYING THE TERMS OF THE APPOINTMENT.

WHEREAS, Boards and Commission members have been identified and Council desires to appoint or reappoint them to the various City committees, boards and commissions; and

WHEREAS, City Council has directed the role of the Community Diversity Advisory Committee under the Operations Committee to involve more coordination with staff and City Council; and

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

Section 1: The role of Community Diversity Advisory Committee, established in Resolution 2020-23 will be under the direction of Operations Committee and will no longer be its own standing committee.

Section 2: That the following people will be sworn in to Committees, as listed below, with terms expiring as follows:

Finance Committee:

- Brad Coomes, Reappointment
- Jennifer Bonifas, Reappointment

Development Committee:

- Shaun Simpson, Reappointment

Operation Committee:

- Dee Miller, New Appointment
- Taylor Brown, New Appointment

Planning and Zoning:

- Ryan Griffin, Reappointment, (term expiring December 31, 2027)
- Kurt Ramsey, New Appointment (term expiring December 31, 2025)
- Elizabeth Bailik, Reappointment (term expiring December 31, 2027)
- Ted Klecker, New Appointment for unexpired term (term expiring December 31, 2025)
- Stephen MacGuidwin, Reappointment (term expiring December 31, 2026)
- Shaun Simpson, Reappointment (term expiring December 31, 2025)

Board of Tax Appeals:

- Rich Cline, City Manager Representative, (term expiring December 31, 2025)
- Peter Splawnyk, Citizen Representative (term expiring December 31, 2025)
- Chris Connelly, Citizen Representative (term expiring December 21, 2024)

Board of Zoning Appeals:

- Jim Hrivnak, Reappointment (term expiring December 31, 2026)
- Ryan Brickner, Reappointment (term expiring December 31, 2024)
- Donald DePalma, Reappointment (term expiring December 31, 2026)
- Randy Duncan, Reappointment (term expiring December 31, 2024)
- Jonathan Freeman, New Appointment (term expiring December 31, 2027)

Historical Downton Advisory Commission:

- Tom Coffey, Reappointment (term expiring December 31, 2025)
- Larry Coolidge, Reappointment (term expiring December 31, 2025)
- Shaun Simpson, New Appointment (term expiring December 31, 2026)
- Andrew Lorenz, New Appointment (term expiring December 31, 2026)
- James Strunck, Reappointment (term expiring December 31, 2025)

Personnel Board of Review:

- Diane Schelb, Reappointment (term expiring December 31, 2026)
- John Robinson, Reappointment (term expiring December 31, 2024)
- Brandon Fine, Reappointment (term expiring December 31, 2026)

Tax Incentive Review Council:

- Zachary Hardinson, Citizen Representative, Reappointment (term expiring December 31, 2027)
- Andi Moore, Citizen Representative, New Appointment (term expiring December 31, 2027)
- Shari Lewis, County Auditor or Designee
- Ryan Jenkins, Olentangy School District Board of Education Appointment
- Chris Bell, Delaware Area Career Center Board of Education Appointment

Section 3: 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 4: This Resolution shall be in full force and effect immediately upon adoption.

Tom Counts	Date
Mayor	

Elaine McCloskey
City Clerk

EFFECTIVE DATE: February 20, 2024

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

City Council
Tom Counts, Mayor
Leif Carlson David Lester Christina Drummond Heather Karr Ferzan Ahmed Tyler Herrmann

Statistics

- Calls for Service, 1,532
- Dispatched Calls, 266
- Police Reports, 42
- Adult Arrests, 1
- Juvenile Arrests, 1
- Traffic Stops, 79
- Traffic Citations (including crashes), 13
- Traffic Crashes, 18
- False Alarms, 43
- House Watches, 43
- Preventative Patrols, 68
- Stacked Calls, 7

Response Time

- Response time from dispatch to arrival on scene was 4.40 minutes.

Training

The department completed 27 hours of training:

- Responding to and Investigating Hoax Bomb Threats and Swatting Incidents
- Red Dot Pistol Training
- LEADS certifications

Use of Force

- There were no uses of force.

Crisis Intervention Team

- There were four calls for the Crisis Intervention Team.

Community Engagement

- Two visits to Wyandot Run Elementary; Daisies and Cub Scouts.
- Women's self-defense class at New Hope Church.
- Presentation at Ivybrook Academy.
- Cub Scouts toured the police department.
- Seven child safety seats installed.
- Meeting of the Powell Citizens Police Academy Alumni Association (PCPAAA).

Building Department

February 2024 Monthly



EXECUTIVE SUMMARY

Issued Permits by Permit Type

01/01/2024 - 01/31/2024

Commercial Alteration	Permits Issued	Valuation	Fees Paid
Commercial Alteration	3		\$5,389.69
Fire Alarm	1		\$1,035.15
Subtotals:	4		\$6,424.84
Commercial New	Permits Issued	Valuation	Fees Paid
Commercial Building	1		\$64,677.95
Commercial Shell Only	1	\$1,500.00	\$3,430.00
Construction/Sales Trailer Permit	1		\$100.00
Subtotals:	3	\$1,500.00	\$68,207.95

Commercial One Stop	Permits Issued	Valuation	Fees Paid
A/C Furnace Permit - Commercial	1	\$1,500.00	\$101.00
Change of Use/Occupancy	2	\$10,000.00	\$306.00
Subtotals:	3	\$11,500.00	\$407.00

Residential Alteration	Permits Issued	Valuation	Fees Paid
Deck Permit	1		\$236.95
Patio Permit	1		\$40.00
Residential Alteration	2		\$1,491.17

Subtotals:	4		\$1,768.12
Residential New	Permits Issued	Valuation	Fees Paid
1, 2, & 3 Family Dwelling	1		\$2,590.00
Accessory Structure - Residential	1		\$527.43
Subtotals:	2		\$3,117.43
Residential One Stop	Permits Issued	Valuation	Fees Paid
A/C Furnace Permit - Residential	13	\$134,843.00	\$1,919.00
Roof Alteration/Repair Permit - Residential	5	\$60,539.48	\$378.75

Subtotals:	18	\$195,382.48	\$2,297.75
Zoning	Permits Issued	Valuation	Fees Paid
Sign	2		\$278.00
Utility - Work in ROW Permit	3		\$750.00
Subtotals:	5		\$1,028.00
Totals:	39	\$208,382.48	\$83,251.09

Jurisdiction Building Performance Report

POW - Powell

Date Range: 01/01/2024 - 01/31/2024

Inspection Activity	Residential				Commercial				One Stop	Other	Zoning	Total
	Residential New	Residential Alteration	Residential Miscellaneous	Residential One Stop	Commercial New	Commercial Alteration	Commercial Miscellaneous	Commercial One Stop				
	73	46	0	5	1	24	0	2	0	0	0	152

Conditional Occupancy Log				
Contractor Name	Address	Permit #	Date Sent	Expiration
PULTE	4560 COYOTE CROSSING	22POW-RB00066	12/27/2022	6/27/2023
PULTE	4654 FOX TAIL CIRCLE	22POW-RB00072	2/1/2023	8/1/2023
PULTE	4656 COYOTE CROSSING	22POW-RB00099	3/30/2023	9/30/2023
PULTE	8125 WOLF PATH DRIVE	22POW-RB00107	4/17/2023	10/17/2023
R&H	9268 ADVOCET DRIVE	22POW-RB00068	4/20/2023	10/20/2023
PULTE	8193 SMITHS CIRCLE	22POW-RB00119	5/11/2023	11/11/2023
PULTE	4538 RUPPERT TRAIL	22POW-RB00083	5/22/2023	11/22/2023
PULTE	8112 JOSHUA WAY	22POW-RB00118	6/15/2023	12/15/2023
PULTE	4518 COYOTE CROSSING	22POW-RB00126	6/26/2023	12/26/2023
PULTE	8138 JOSHUA WAY	22POW-RB00129	6/26/2023	12/26/2023
PULTE	8195 SMITHS CIRCLE	22POW-RB00130	7/13/2023	1/13/2024
PULTE	8184 SMITHS CIRCLE	22POW-RB00131	7/13/2023	1/13/2024
PULTE	8146 JOSHUA WAY	23POW-RB00025	9/1/2023	3/1/2024
PULTE	4620 COYOTE CROSSING	23POW-RB00021	9/19/2023	3/16/2023
PULTE	8197 SMITHS CIRCLE	23POW-RB00033	9/28/2023	3/28/2024
PULTE	4532 COYOTE CROSSING	23POW-RB00041	10/20/2023	4/19/2024
PULTE	8203 JOSHUA WAY	23POW-RB00040	10/20/2023	4/19/2023
PULTE	8164 JERRY DRIVE	23POW-RB00049	11/17/2023	5/17/2024
PULTE	8123 JOSHUA WAY	23POW-RB00045	11/21/2023	5/21/2024
PULTE	8145 SMITHS CIRCLE	23POW-RB00059	1/29/2024	7/29/2024

Executive Summary

Council goals for 2024

1. Assist Council and city departments with communicating different initiatives and programs to the community.
2. Maintain frequent interaction with senior leadership.
3. Continue outreach programs.
4. Position city public information as a trusted resource and community asset with predictable and expedient communications.

Ongoing projects

1. Plan, promote and host inaugural State of the City event.
2. Continue 2024 website redesign project.
 - a. Approve wireframe
 - b. Provide feedback on first design iteration
 - c. Complete website navigation and sitemap
 - d. Establish e-communication sign-up fields and lists
3. Develop quarterly newsletter template and first issue content.
4. Finalize digital events guide, in partnership with 614 Media.
5. Compile content for 2023 annual report.

Department updates

- We have completed the discovery phase of the website redesign. The wireframe was approved, and we are now in the design and development phase and evaluating our first design iteration.
- We have distributed the first round of invitations to Powell's first State of the City event. We hope you will join us Wed., April 3 at the Columbus Zoo and Aquarium's Africa Event Center. Staff continues to plan an interesting and robust event program.
- A 2024 digital events guide will be available in March to promote City of Powell events from April - December.
- We are evaluating new seasonal street banner options for springtime and Powell Festival.

Parks and Recreation Department

February 2024 Monthly Report



EXECUTIVE SUMMARY

The Parks and Recreation Department had an exciting start to the New Year with the following projects and accomplishments:

- Parks Master Plan and Facility Assessment
 - Kickoff – The project officially kicked off in January.
 - Data Request – Our consultant MKSK has provided the City with a request for data and records. Staff has been working on the arduous task over the past few weeks of searching and gathering hundreds of records to be analyzed and used in the development of the master plan.
 - Steering Committee Development – Staff has also worked with MKSK to develop a steering committee and associated engagement brief. The Master Planning process will include multiple different ways to connect with the community and stakeholder including Focus Groups, Public Meetings, Working Group, a Webpage, surveys, etc.
- Winter program registration opened with new programs including puzzle events, meditation, STEAM programming, adult art, golf and karate.
of registrations: 115
37 households were residents
78 households were non-residents
- Announcement of Lolli-Pops! Entertainment Series performance schedule:
Monday, June 3rd: Columbus Symphony Orchestra Brass Quintet
Monday, June 17th: Paulette's Princess Parties
Monday, July 1st: The Musical Magic Duel
Monday, July 15th: The Shazbots
Monday, July 29th: Bring the Farm to You
Saturday, August 10th: Paulette's Princess Parties
- Held a winter break school's out Powell Camp program for ages 7 – 14.
- Partnered with Preservation Parks for their Winter 100 program. The Winter 100 encourages the community to utilize local parks and trails and walk 100 miles between January 1st – March 31st.
- Held an open house for our early education programs so potential families could meet the instructors and view the program curriculum.
- The slide on the smaller playground at Murphy Park was taken out of service last August due to severe cracking. The slide was ordered at that time and just arrived this month. Public Service and Parks maintenance crews will have the slide reopened by the end of the month. Playground equipment typically takes 6 months source.

Public Service and Engineering Department

February 2024 Monthly Report

EXECUTIVE SUMMARY

PROJECT AND ACTIVITY LISTING

- North Depot Street Reconstruction Project

Design underway with survey work and pavement coring completed.

Next Milestone: Design to continue to 30% submission.

- OSU Wexner Medical Center

The plan review is completed, and City signatories have signed mylars. The plan is currently with the Delaware County Sanitary Engineer for signature.

Next Milestone: Construction to start soon.

- Redwood Development

The plan review is completed and the mylars are proceeding through the signature process. The first phase of work will be tree clearing and mass grading which should occur in late February.

Next Milestone: Construction to start soon, first phase will be tree clearing.

- North Depot Street Extension / Encore Development

Plan review completed on sanitary sewer and tree clearing plan. Completing the reviews of the public street plan and private improvement plan.

Next Milestone: Construction to start soon, first phase will be tree clearing.

- Engineering Inspections and Plan Reviews

- 18 Inspections completed in January 2024
- 28 Plan reviews completed in January 2024

- MORPC Activities

- Money Mondays
 - AARP Community Challenge Grants (1-29-2024)
- Active Transportation Academy – Multimodal Design Guide Training
- 1-18-2024 - Complete Streets Policy Update Working Group
 - Revised Complete Streets Policy now posted for review comments.

- *OSA Pool Evaluation and Feasibility Study*

The building condition assessment and the pool condition assessment have been completed. A survey has been developed and shared with OSA Board members for review.

Next Milestone: The consultant is working through the financial costs associated with correcting any deficiencies noted in the assessment. Send out the survey to OSA Pool members.

- *Fleet Management Services (Compass Direct)*

We entered into an agreement with Compass Direct, the company that completed the fleet assessment, to provide the city with Fleet Management consulting services for 2024. The primary tasks will be supporting and implementing the Fleet Management Software and assisting in specing specialized vehicle/equipment purchases such as the reach mower.

- *Fleet Software (FleetIO)*

We have begun the implementation process of the city's first Fleet Management Software. Compass Direct is assisting the City with data entry as well as the creation of maintenance intervals.

- *Adventure Park Pedestrian Tunnel Update*

The city's consultant completed structural façade inspections of the CSX tunnel in late 2023. Hydraulic analysis and review of the drainage and FEMA floodplain are still being analyzed. A draft report has been completed and will require additional input on the stormwater component in 2024

Staff met with CSX's governmental liaison in January to review active and pending CSX projects. We have since scheduled a meeting with CSX Engineer on February 15th to review the analysis and receive direction on the next steps.

- *Adventure Park Pickleball Courts*

Bid advertisements began on Friday, 2/8/24, and will run for 2 weeks. We timed the bid to coincide with the Street and Path Maintenance program to obtain the most competitive bids with similar efforts.

Next Milestone: Tentatively planning to bring construction contract to Council at the March 5th meeting.

- *Multi-Year Service Agreements*

We have converted 7 of our standard service agreements to multi-year agreements. The multi-year agreements provide competitive pricing while also maintaining consistent and reliable services over the life of the agreements. It also saves a significant amount of administrative time each year.

- City Hall Office Build

Late last year, our building department staff provided a rough drawing to add 2 additional offices to the common area behind the front desk office. The additional offices will help generate much-needed office space for our staff. We have begun aligning contractors from multiple different trades to complete the build.

Next Milestone: Construction is tentatively planned to start in mid-March.

- Snow and Ice Event Review

Crews responded to 4 winter weather events in January on 1/5/24 - 1/7/24, 1/12/24, 1/16/24, and 1/19/24.

The event on January 16th included extremely cold temperatures in the low teens and single digits. When temperatures drop to a consistent 15 degrees or less, salt's effectiveness is drastically reduced. As temperatures continue to drop into the single digits, salt effectiveness continues to decline. Crews watch the temperatures and automatically adjust the salt application to account for weather conditions. With consistent single-digit and low teen temperatures, the deicing process will take significantly longer to work.

Thanks to the improvements resulting from our Fleet Assessment in 2023, including a new vendor and updated maintenance practices, we maintained 100% fleet readiness during these storms. During the 2022-2023 winter season, 4 out of our 6 trucks were down for maintenance days before a measurable event

- Splash Pad Flooring Warranty Replacement

The splash pad flooring was replaced in early 2023. Towards the end of the season, crews found that the flooring was starting to heave. Upon further investigation with the contractor, it was determined that the flooring needed to be replaced under warranty. The contractor is tentatively scheduled to do the removal in March/April, with replacement to be completed before the Memorial Day opening.

COMMUNITY DEVELOPMENT DEPARTMENT

February 2024 Monthly Report



EXECUTIVE SUMMARY

BOARD OF ZONING APPEALS

1/4/2024

Cancelled

2/1/2024

Cancelled

PLANNING AND ZONING COMMISSION

1/10/2024

Cancelled

2/15/2024

PRELIMINARY DEVELOPMENT PLAN (Case 2024-01PDP)

Applicant: Matt Davis, c/o John Fleming, Tim Lai Architect

Location: 50 East Olentangy Street, Parcels 21942513055000 and 3194251305600

Zoning: DB - Downtown Business District

Request: A request for review and approval of a preliminary development of a new building and site improvements for a .64-acre site on the north side of East Olentangy Street, east of Liberty Street to construct a co-working facility with a rooftop bar.

SKETCH PLAN (Case 2024-02SP)

Applicant: Burkhold RE, LLC, Rebecca Burkholder, c/o Sands Decker, Scott Sands P.E.

Location: 419 West Olentangy Street

Zoning: PC – Planned Commercial District

Request: A request for review and feedback for a ± 2,7000 SF expansion to a daycare facility at 419 West Olentangy Street, on the south side of West Olentangy Street, east of Sawmill Parkway.

ZONING MAP AMENDMENT

PRELIMINARY/FINAL DEVELOPMENT PLAN (2024-03Z/PDP/FDP)

Applicant: Chip Vance, Horsepower Farms, LLC c/o Craig Moncrief, Esq. Plank Law Firm

Location: 4301 Home Road

Zoning: FR- Farm Residence District (Liberty Township)

Request: A request for review and recommendation of approval to City Council of a zoning map amendment with a combined Preliminary and Final Development Plan from the Liberty Township Farm Residence District to the City of Powell Planned Residence District for a development for the storage of boats,

recreational vehicles and cars as a permitted use on ±15.8 acres at 4301 Home Road, on the south side of Home Road, west of Steitz Road.

HISTORIC DISTRICT ADVISORY COMMISSION

1/18/2024

Cancelled

2/22/2024

Cancelled

CODE ENFORCEMENT REPORT

174 Timber Oak Drive – parked car
Coordinated with police on citation

NOTEWORTHY

- New Planning Commissioners were on-boarded.
- Staff has been working with the Redwood and Encore sites regarding the first phase of tree clearing activities. The permit for Encore Park was approved and the permit for Redwood is very close to completion and the work should commence in the next few weeks, weather-dependent.

Human Resources Department

February 2024 Monthly Report



Council Goal – Quality Customer Service: Improve access to services, functions and operations

Recruitment Update

Police – Tyler McGraw is starting on Monday, November 19th. Tyler has 10 years in law enforcement and has been working for the Lawrence County Drug and Major Crime Task force as a Special Investigator since January 2021. Prior to that he worked for the Ironton Police Department and the Lawrence County Sheriff's Office. Tyler's swearing in ceremony will be conducted on Tuesday, February 20th at 9:00 am in Council Chambers.

The City is currently conducting another recruitment process to fill the last two Police Officer openings.

Planning Department – Elise Schelling accepted a promotion as a Planning Manager with the City of Westerville. Her last day was January 12th. It was decided to post a Planning Director to work with the current staff in the Planning Department. The position has been posted externally and we have started to receive a strong response. Internal candidates are also encouraged to apply.

Seasonal Positions for Parks and Service Department – The City is looking for seasonal help again this summer to assist with the summer camps and maintain our parks. We have several seasonal employees returning from last year to work with Gina Kolp in the summer camps. That is a testament to her leadership and creating a fun atmosphere where the seasonals want to return. We have confirmed one applicant for the seasonal Service Worker and have two interviews scheduled for the week of January 15th. We should be fully staffed for the summer.

Executive Summary

The Economic Development Team is currently working on 47 projects as of 2/16/24.

Projects are broken down as follows:

- Business Retention and Expansion (BRE) – 15 projects
 - Expansion – 4 projects
 - Retention – 11 projects
- Business Attraction – 19 projects
- New Development
 - Infill Development – 6
 - Redevelopment – 2
 - Greenfield Development – 0
- Organizational – 3 projects
 - PDC Restructuring
 - Downtown Organization Formation
- Intergovernmental Economic Development – 2 projects
 - Liberty Township Partnership
 - Delaware Library/Liberty Park



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: Chief Ron Sallows
Re: Resolution 2024-10– A RESOLUTION AUTHORIZING THE POWELL POLICE DEPARTMENT TO ENTER INTO A SUBSCRIPTION SERVICE AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, INC.
Date: February 20, 2024

Summary:

The Powell Police Department wants to enter into a Subscription Service agreement and Memorandum of Understanding (MOU) with Flock Safety, Inc. Flock provides Automated License Plate Readers (ALPR) that capture computer-readable images of license plates and vehicles, allowing police officers to compare plate numbers against those of stolen cars or wanted individuals. ALPR devices assist law enforcement in solving crime by providing real-time alerts when a vehicle that is stolen or associated with a known suspect is detected or as an investigative tool to help determine if the vehicle was at the scene of a crime.

In December 2023, the Powell Police Department participated in a “Demo” of the Flock system and found compelling justification to support the value and use of this product.

The annual subscription service costs \$3,000 per camera with a one-time \$650 installation fee for ten (10) cameras, totaling \$36,500. This expenditure was planned and budgeted in the City of Powell 2024 budget.

The Flock Agreement and MOU may be terminated by the City of Powell or Flock Safety, Inc. by providing a (30) day written notice of termination.

The Administration respectfully requests a resolution authorizing the Chief of Police to enter into a contract and memorandum of understanding to utilize the Flock Safety system.

Legal Review:

The Law Director’s office has reviewed and approved the legislation and the MOU as to form.

Financial Review:

The Finance Director has reviewed the resolution and supports the recommendation.

Recommendation:

Staff recommends the approval of resolution 2024-10.



RESOLUTION 2024-10

A RESOLUTION AUTHORIZING THE POWELL POLICE DEPARTMENT TO ENTER INTO A SUBSCRIPTION SERVICE CONTRACT AND MEMORANDUM OF UNDERSTANDING WITH FLOCK GROUP, INC.

WHEREAS, The City of Powell Police Department desires to utilize Flock's technology platform and Flock Safety's dashboard (together, the "Flock Service") for investigative purposes, in order to view and search photos and videos recorded by Flock ("Recordings") which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection; and

WHEREAS, Flock Group, Inc. and City of Powell Police Department are signatories to this subscription service agreement and find it to be in their best interest to enter into a memorandum of understanding; and

WHEREAS, Council has similarly determined that it is beneficial for the City of Powell to participate in such an agreement.

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

Section 1: The Council of the City of Powell hereby authorizes the Chief of Police to execute an agreement and memorandum of understanding, which shall be in substantially similar form to the agreements attached hereto as Exhibits "A" and "B" and incorporated herein by reference.

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

Date

Elaine McCloskey
City Clerk

Date

EFFECTIVE DATE: February 20, 2024

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

City Clerk

City Council
Tom Counts, Mayor
Leif Carlson David Lester Christina Drummond Heather Karr Ferzan Ahmed Tyler Herrmann

Flock Safety + OH - Powell PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Rick Lombardo
rick.lombardo@flocksafety.com
4402128813



EXHIBIT A
ORDER FORM

Customer:	OH - Powell PD	Initial Term:	24 Months
Legal Entity Name:	OH - Powell PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	47 Hall St Powell, Ohio 43065	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	10	\$6,500.00

Subtotal Year 1:	\$36,500.00
Annual Recurring Subtotal:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$66,500.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$36,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$66,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
One-Time Fees	Service Description	
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.	
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.	

FlockOS Features & Description

FlockOS Features	Description
------------------	-------------

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Powell PD

By: _____
Name: Mark Smith
Title: _____
Date: _____

By: _____
Name: Ron Sallows
Title: _____
Date: _____
PO Number: _____

MEMORANDUM OF UNDERSTANDING

This Data Sharing Memorandum of Understanding (hereinafter “**MOU**”) is entered into by and between Flock Group, Inc., with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the City of Powell, Ohio, with a place of business at 47 Hall St, Powell, Ohio 43065 (“**Agency**”) (each a “**Party**”, and together, the “**Parties**”).

Whereas, Agency desires to access Flock’s technology platform and Flock Safety dashboard (together, the “**Flock Service**”) for investigative purposes, in order to view and search photos and videos recorded by Flock (“**Recordings**”) which are stored for no longer than thirty (30) days, utilizing its software for automatic license plate detection;

Whereas, Flock desires to share such Recordings and supplemental data with Agency pursuant to the following terms and conditions:

1. **Purpose.** To allow the Agency to utilize the Flock Services for the following purpose: to gain awareness with respect to the communities for which they serve to protect and facilitate investigations (the “Purpose”).

2. **Access Rights to Flock Services.** Subject to the terms and conditions contained in this MOU, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Service during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions herein, and only through Agency’s official email account. For purposes of this MOU, “Authorized Users” will mean employees, agents, or officers of Agency accessing or using the Flock Services for the Purpose. Agency acknowledges and agrees that, as between Agency and Flock, Agency shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which would constitute a breach of this MOU, shall be deemed a breach of this MOU by Agency. Agency shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this MOU as applicable to such Authorized User’s use of the Flock Service, and shall cause Authorized Users to comply with such provisions.

3. **Restrictions on Use.** Agency will not, and will not permit any Authorized Users or any third party to, (i) copy or duplicate any of the Flock Service; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock Service is compiled or interpreted; (iii) modify, alter, or tamper with any of the Flock Service, or create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock Service; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Flock Service; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2; or (vii) access Flock Service through any unofficial (i.e., personal, or non-Agency authorized) email account. Agency may only access Recordings and Flock Service to perform the Purpose, as described in Section 1. Agency shall not use the Flock Service in any manner not permitted by appropriate governing Federal and State regulations or laws; Agency represents and warrants that, in receiving access to Flock Services, such Recordings and supplemental data shall be used solely for purposes authorized by law and described in this MOU.

4. **Suspension of Service.** Flock may immediately suspend and/or revoke Agency’s and any Authorized End User’s access to any portion or all of the Flock Service if Flock determines that (a) there is a threat or attack on any of the Flock Service by Agency; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any

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other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock Service for fraudulent or illegal activities; (d) any unauthorized user has accessed to Flock Services through Agency's account; or (e) Agency has violated any term of this MOU, including, but not limited to, utilizing the Flock Services for anything other than the Purpose.

5. Ownership. As between the Parties, subject to the rights granted in this MOU, Flock and its licensors retain all right, title and interest in and to the Flock Service, and its components and any Recordings or data provided by Flock through the Flock Service, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this MOU. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

6. Warranty. Flock and its licensors make no express or implied warranty as to the conditions of the Recordings, or fitness for a particular research, data, investigative purpose or resulting actions or omissions resulting from Recordings and supplemental data obtained by Agency through the use of Flock Services.

7. Financial Implications to Agency. No financial commitment by Agency is required to access the Flock Services or Recordings.

8. Term; Termination.

A. Term. This MOU will commence once executed by both parties and shall continue for a period of five (5) years.

B. Termination. Prior to expiration of the Term, Flock may terminate this MOU for its convenience, and in its sole discretion, by providing Agency thirty (30) days prior written notice of termination. Agency may terminate this MOU for its convenience, and in its sole discretion, by providing Flock thirty (30) days prior written notice of termination. Either party may terminate this MOU upon written notice if the other party has breached a material term of this MOU and has not cured such breach within thirty (30) days of receipt of notice from the non-breaching party specifying the breach. Upon termination of this MOU, Agency will immediately cease all use of Flock Services. This MOU is subject to termination without written notice after expiration of the Term.

9. Indemnification. Each Party to this MOU shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this MOU. Parties shall hold harmless each other against any suits, claims, actions, complaints, or liability of any kind, which relate to the use of or reliance on Flock Service. For tort liability purposes, no participating Party shall be considered the agent of the other participating Party. Each Party to this MOU shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Under no circumstances shall this MOU be interpreted to create a partnership or agency relationship between the Parties.

10. Limitation of Liability.

A. Limitation on Direct Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FLOCK, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY AMOUNT GREATER THAN THE FEES PAID TO FLOCK UNDER THIS MOU, OR \$100 IN UNITED STATES CURRENCY, WHICHEVER IS GREATER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY OR OTHERWISE.



B. Waiver of Consequential Damages. IN NO EVENT SHALL FLOCK OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidentiality.

A. Obligations. During the performance of services and Agency's use of the Flock Service under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. The disclosure of such confidential information shall be subject to the following terms and conditions.

i. The term "Agency Confidential Information" shall mean any material, data, systems, procedures and other information of or with respect to Agency that is not be accessible or known to the general public, including information concerning its hardware, software, business plans or opportunities, business strategies, finances, employees, and third-party proprietary or other information that Agency treats as confidential. Flock shall not use, publish or divulge any Agency Confidential Information except (i) in connection with Flock's provision of Software and services pursuant to this Agreement, (ii) to Flock's officers, directors, employees, agents and contractors who need to know such information to enable Flock to provide Software and services pursuant to this Agreement, or (iii) with the prior written consent of Agency, which consent Agency may withhold in its sole discretion.

ii. The term "Flock Confidential Information" means any material, data, systems, procedures and other information of or with respect to Flock that is not accessible to or known to the general public, including, without limitation, the software, object code, source code, formulae, algorithms, financial data, clients, employees, software development plans, software support third-party proprietary or other information that Flock treats as confidential. Agency shall not use, publish or divulge any Flock Confidential Information except (i) to its employees, agents and officers who need to know such information to enable Agency to use the Flock Services, (ii) with the prior written consent of Flock, which consent Flock may withhold in its sole discretion, or (iii) if Agency is required under Ohio's public records laws or as required by a Court of law through a proper subpoena.

iii. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a reasonably prudent business person would use to protect such information. The obligations of each party to protect confidential information received from the other party shall not apply to information that is publicly known or becomes publicly known through no act or failure to act on the part of the recipient. All provisions of this MOU concerning the Confidentiality section herein, shall survive any termination of this MOU.

B. Exclusions. Confidential Information shall not include any information that is (i) already known to the receiving party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (iii) subsequently disclosed to the receiving party on a non-confidential basis by a third-party not having a confidential relationship with the other party hereto that rightfully acquired such information; or (iv) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process or the Freedom of Information Act shall not be considered a breach of this

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MOU; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure.

12. **Entire Agreement.** This MOU is complete and contains the entire understanding between the Parties relating to the sharing of Recordings and Confidential Data by and between Flock and Agency. This MOU supersedes any and all other agreements between the Parties. This Agreement is non-assignable by both Parties.

13. **Severability.** Nothing in this MOU is intended to conflict with or violate State or Federal laws, regulations, policies, etc. If a term or provision of this MOU is inconsistent with a law or authority, then that term or provision shall be invalid, but the remaining terms and provisions shall remain in full force and effect. If any provision of this MOU is found to be unenforceable, unlawful, or void, the provision shall be deemed severable from the MOU and shall not affect the validity of the remaining provisions.

14. **Miscellaneous.** All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission To the facsimile number below and indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. This MOU shall be governed by the laws of the state in which the Agency is located, excluding its conflict of laws rules. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this MOU.

IN WITNESS WHEREOF, Flock and the Agency have caused this MOU to be signed on the date set forth below and be effective on the last date specified below.

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FLOCK GROUP, INC.

City of Powell, Ohio

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Prepared For	Powell Police Department	Prepared By	Rick Lombardo
Created Date	February 13th, 2023	Phone	440-212-8813
Expiration Date	March 13th, 2023	Email	rick.Lombardo@flocksafety.com

Product	Description	Unit Cost	Quantity	Total Price
Falcon Camera	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.	\$3,000.00	10	\$30,000.00
Flock Pole Installation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	\$650.00	10	\$6,500.00

First Year Price \$36,500.00

Second Year Price \$30,000.00

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Powell, Ohio



CITY OF POWELL COUNCIL GOALS

Community Safety

Quality of Services

- Provide Residents with Reliable, Efficient, and Responsive Services that Prioritize Their Safety and Security.

Technology Resources

- Implement Cutting Edge Technological Solutions that Aid in Crime Prevention, Rapid Response, and Overall Community Well -Being.

10 Cameras Included in 2024 Budget

\$36,500

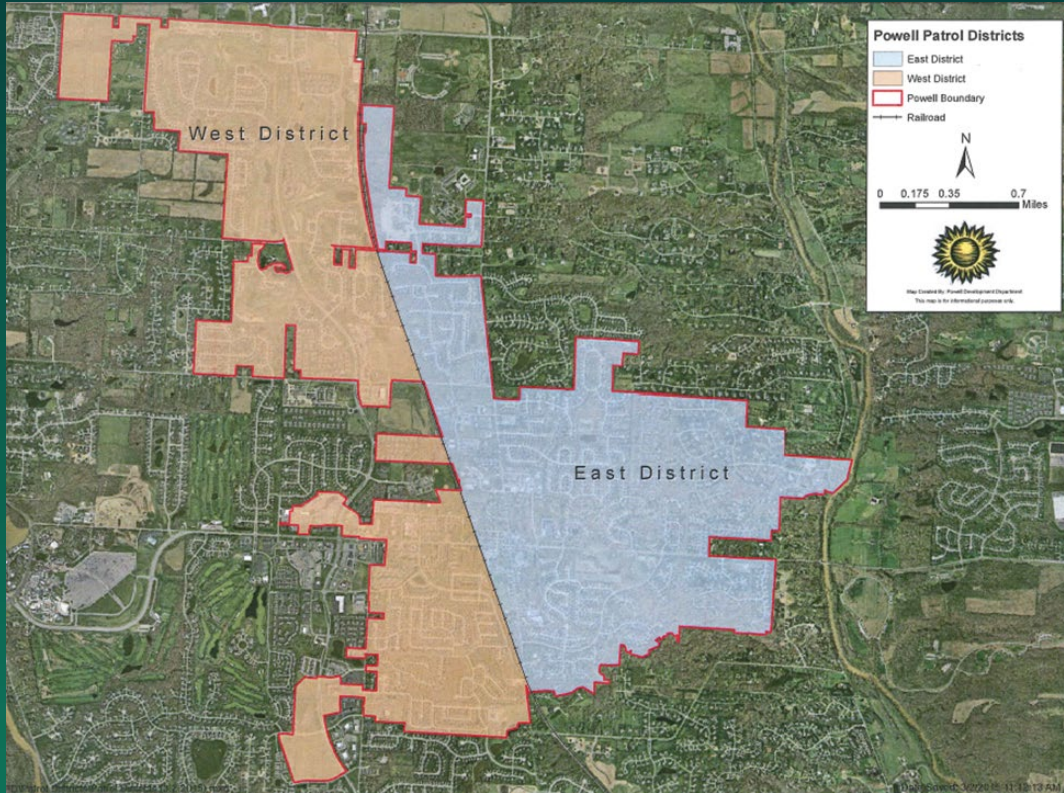
Why Flock Safety?



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Eliminate crime and shape
a safer future, together .

Jurisdiction



The population of Powell was 14,390 as of the 2022 US Census population estimate. This represents an increase of 25 percent over ten years ago

PATROL DISTRICT	SQUARE MILES	POPULATION
WEST	3.22	9,167
EAST	2.59	5,556
TOTAL	5.81	14,723

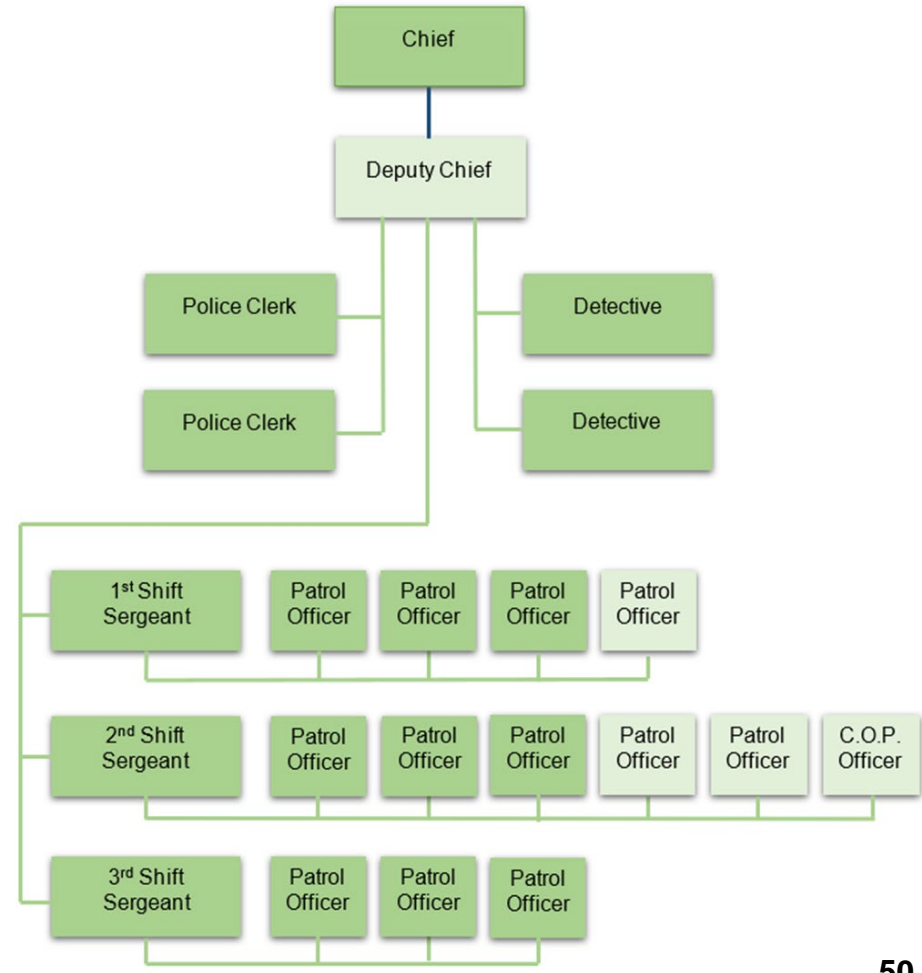
Estimates by Delaware County GIS Department based on households.

What Happens in Powell?

Description	2023	2022	2021	2020	2019
Murder	1	0	0	0	0
Forcible Rape	1	2	2	0	2
Robbery	0	1	1	0	0
Aggravated Assault	2	5	6	0	0
Total Violent Crime	4	8	9	0	2
Burglary/B&E	13	5	7	18	8
Larceny Theft	85	89	87	67	80
Motor Vehicle Theft	10	3	6	6	2
Total Property Crime	108	97	96	92	90

Organization

Light shaded positions are open



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What we observe

The current reality

- Limited Police Resources
- Crime is on the rise
- Trust is needed more than ever

What we believe

The opportunity

- Technology multiplies the force
- Capture and distribute objective evidence to the right user
- Engage community to support and grow

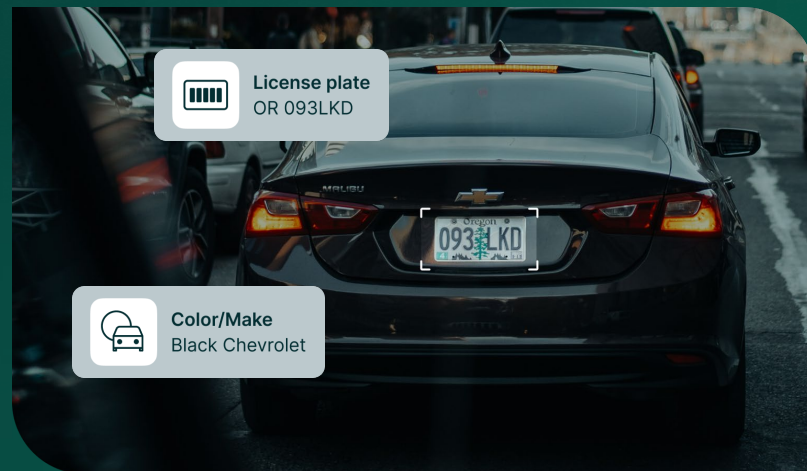
How does the technology work?

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With Flock Safety, you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



Ethically Made

- No people
- No facial recognition
- No traffic enforcement
- Indiscriminate evidence

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What this is:

- License Plate Recognition (LPR)
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

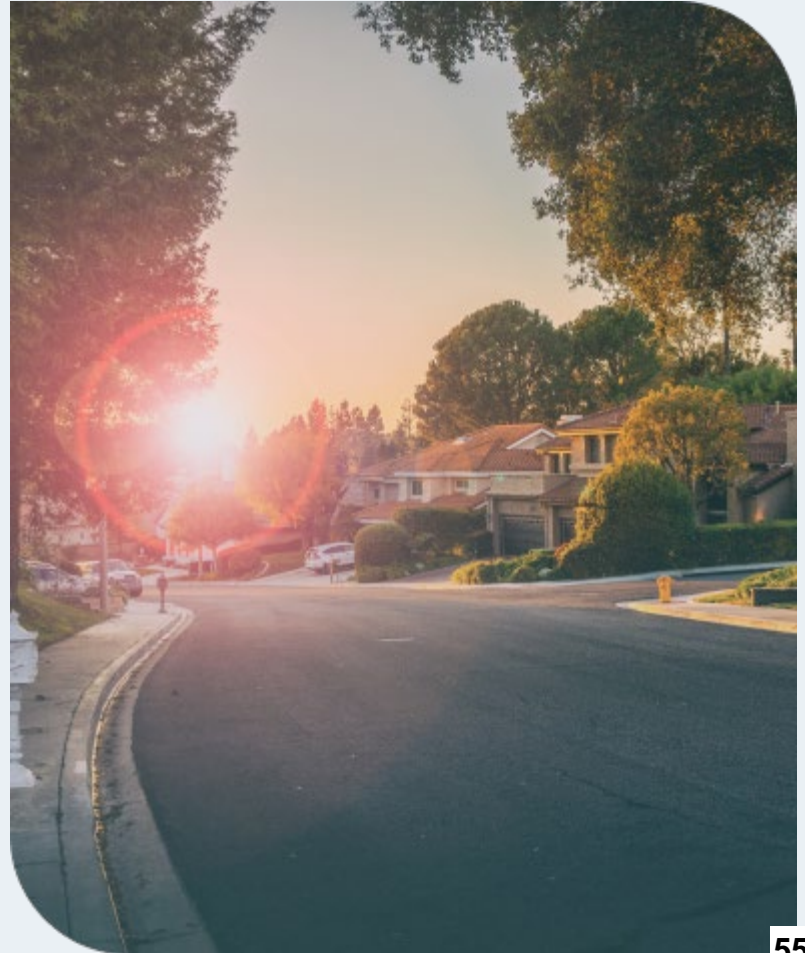
What this is not:

- Not facial recognition
- **Not tied to Personally Identifiable Information**
- Not used for traffic enforcement
- **Data not stored beyond 30 days**
→ *automatically deletes every 30 days*

How does this technology deter and eliminate crime?

- **Proactive:** Real time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance Rates increase, crime rates decrease
- Flock cameras serve as a **deterrent**

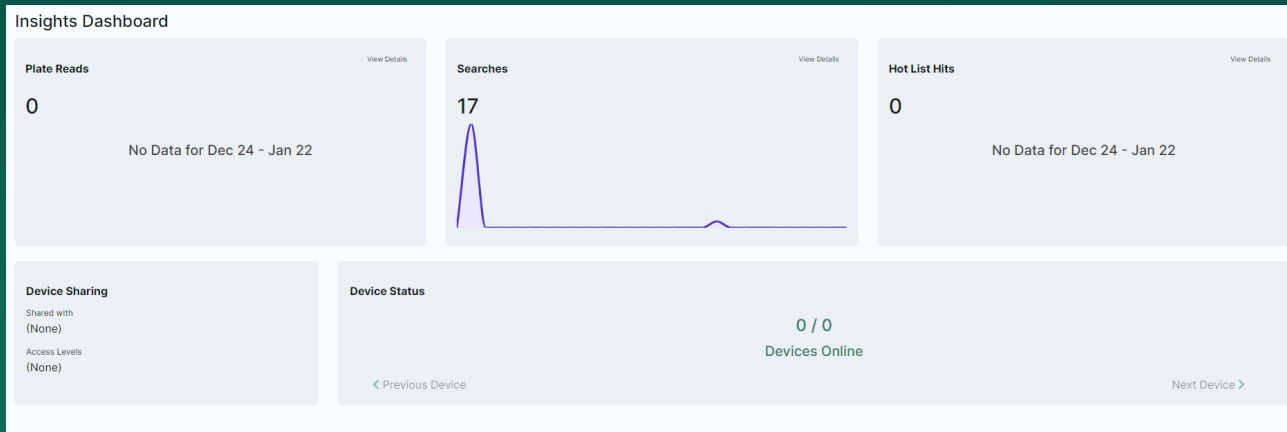
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Flock Demo

Powell PD participated in a demo period using Flock cameras. We used the program from Mid-December 2023 to January 1, 2024.

During that time, Investigators were the only users to whom the program was made available and 17 searches were completed.



Without our own local cameras in place, we were only able to search surrounding areas with camera

Search Features

Officers must provide a report number

The screenshot shows the 'Search | Search Lookup Tool' interface. On the left is a sidebar with filter categories: **IMAGES** (Private Cameras, All Images, Images with plates, Images without plates), **LICENSE PLATE** (Override Confidence Thresholds, License Plate, Partial Plate Search, All Tags, Regular Tags, Temporary Tags), and expandable sections for **STATE (0/53)**, **BODY (0/16)**, **MAKE (0/45)**, **COLOR (0/8)**, and **IDENTIFIERS (0/4)**. The main area has a date range filter set to '01/22/2024 1:00 PM' to '01/22/2024 3:00 PM'. To the right are time-based filters: 'Last 12 hrs', 'Last 24 hrs' (highlighted with a blue arrow), 'Last 36 hrs', and 'Last 48 hrs'. Below these is a 'Search Reason' input field and a 'SEARCH NOW' button. The central content area is labeled 'Search Results'.

Searches can be conducted based on license plates, other identifying features like: make model, color, etc. You can also limit searches surrounding dates and times.

Previous LPR Use

- Powell PD previously used LPR technology from 2011-2017
- The system was attached to one cruiser
- The officer driving that cruiser was alerted when they passed a vehicle whose plate was associated with a wanted person, a vehicle owner who was driving under suspension, AMBER and SILVER alerts, etc.
- That technology was similar to FLOCK, but limited to use by one officer and one cruiser. Flock's stationary capabilities allow more officers and agencies to be alerted.



Mitigating Risk

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Protecting Privacy

- **Footage owned by Agency/City and will never be sold or shared by Flock**
- 30 day data retention, then deleted
- Short retention period ensures that all data not associated with a crime is automatically deleted & unrecoverable
- Takes human bias out of crime-solving by detecting objective data, and detecting events that are objectively illegal (ex. Stolen vehicles)
- All data is stored securely in AWS Cloud with end to end encryption of all data
- **Search reason is required for audit trail**
- NOT facial recognition software
- NOT predictive policing
- **NO Personally Identifiable Information is contained in Flock**
- NOT used for traffic enforcement
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (optional)

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Transparency & Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

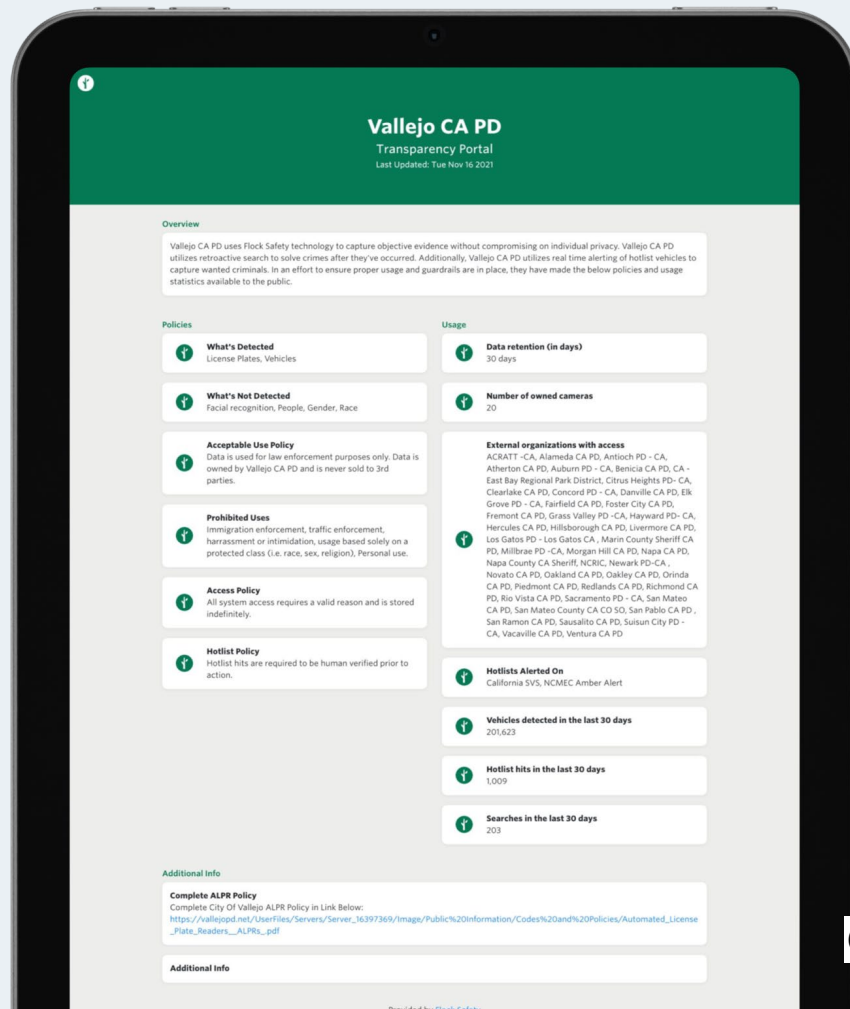
- Customizable for each agency
- Display technology policies
- Publish usage metrics
- Share downloadable Search audits

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Click here for [Morgan Hill PD](#)
- Click here for [Vallejo PD](#)



Accountability

Training resources are available through Flock, so officers are aware of how to use the program and what searches are acceptable and available.

Audit trails are provided to track what information officers are searching within Flock.

Organization Audit

12/23/2023

To...

01/22/2024

Select a date range up to 31 days

Select a user

▼

Sort

Search Time Newest-Oldest ▾

Search

Download CSV

Name	Networks	Time Frame	Filters	Reason	Search Time
Audrey Wilt	98 Networks	January 11, 2024 10:00 PM to January 12, 2024 1:00 AM	Black, Ohio, Colorado, JYA9332,	24-0584	January 12, 2024 8:47 AM
Audrey Wilt	2 Networks	December 26, 2023 8:00 AM to December 26, 2023 3:48 PM	Ford, Blue, Pickup Truck, All Images,	23-19180	December 26, 2023 3:50 PM
Audrey Wilt	94 Networks	November 25, 2023 5:00 AM to November 26, 2023 10:00 PM	Trailer, All Images,	23-19707	December 26, 2023 2:35 PM
Audrey Wilt	94 Networks	November 25, 2023 5:00 AM to December 26, 2023 10:00 PM	Trailer, All Images,	23-19707	December 26, 2023 2:35 PM
Audrey Wilt	10 Networks	November 28, 2023 6:00 PM to November 28, 2023 8:00 PM	Chrysler, White, Suv, All Images,	23-19796	December 26, 2023 10:34 AM
Audrey Wilt	9 Networks	November 28, 2023 6:00 PM to November 28, 2023 8:00 PM	Chrysler, White, Suv, All Images,	23-19796	December 26, 2023 9:58 AM
Audrey Wilt	88 Networks	November 28, 2023 6:00 PM to November 28, 2023 8:00 PM	Chrysler, White, Suv, All Images,	23-19796	December 26, 2023 9:53 AM

Already solving and preventing crime

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Flock Safety In Ohio

Plus, many more
commercial and
private customers

Akron PD

Toledo PD

Cleveland Division of PD

**The Ohio State University
PD**

Licking County SO

Mansfield PD

Lakewood PD

Fairfield PD

Montgomery County SO

City of Lorain

Springfield PD

Green Township PD

Dayton PD

Marion County SO

Blue Ash PD

Springfield Township PD

West Chester PD

Muskingum County

Prosecutor's Office

Maple Heights PD

Independence PD

Dublin PD

South Central Ohio Major

Crimes Unit

University of Toledo

Mentor PD

Cuyahoga Falls PD

Hunting Valley PD

Middletown PD

East Cleveland PD

Lucas County SO

Miami Township PD

Jackson Township PD

Hamilton County SO Axon

NPF LPR Study

Whitehall Division of Police

Hamilton Township PD

Garfield Heights PD

Newark PD

Reynoldsburg PD

Niles PD

Warrensville Heights PD

Westlake PD

**Prairie Township (Franklin
County)**

Ontario PD

North Ridgeville PD

Westerville PD

South Euclid PD

Cleveland Heights PD

Euclid PD

Indian Hill PD

Mason PD

Middleburg Heights PD

Gallia County SO

Barberton PD

Brooklyn PD

Springboro PD

Delhi Twp PD

Bedford PD

Village of Evendale

Riverside PD

North Olmsted PD

Greene County SO

Trotwood PD

Marysville PD

Cuyahoga Heights PD

Canfield PD

Hilliard PD

**Licking Heights Local
Schools**

Centerville PD

Forest Park PD

Fairfield Township PD

Rocky River PD

Wadsworth PD

Groveport PD

Clinton Township PD

Lima PD

Amherst PD

Sharonville PD

South Russell PD

Ohio Attorney General's
Office

Forest Hills School District

Brecksville PD

College of Wooster

Flock ALPR Immediate ROI

Dayton PD | Dayton, OH

→ At the end of February, Lafeon Hamilton was shot and murdered by someone he knew.

→ The suspect fled in a stolen vehicle, and Dayton officers used their recently installed Flock license plate reader system to find him.

“[Flock’s ALPR] was very helpful. It needs to be highlighted — the effectiveness of the tool,” Bauer said during a Feb. 22 media briefing. “In this case, we (were) able to locate somebody who posed a very big danger to society and we were able to get him in custody very rapidly before anyone else could be harmed.”

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LOCAL

License plate reader helps police catch Dayton homicide suspect



By **WHIO Staff**

February 22, 2023 at 12:15 pm EST

Case Study - Robbery

📍 Ontario PD - Ontario, OH

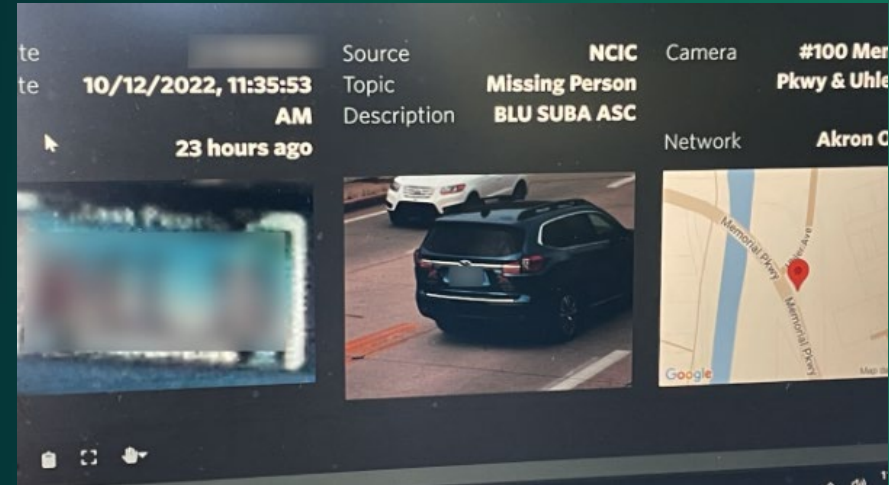
- OPD received a call from an employee at Best Buy stating that four suspects stole expensive products and fled the store after brandishing a handgun.
- A witness described the vehicle to investigators, who searched Flock Safety LPRs to identify the vehicle.
- Detectives issued a BOLO that included the vehicle's license plate number.
- Detroit Police officers spotted the vehicle, initiated a traffic stop, and arrested the driver.



Akron police use Flock license plate readers to find missing woman

📍 Akron PD - Akron, OH

- A 73-year-old woman, who was missing and considered endangered, is safe after Akron police found her nearly 500 miles away from her home.
- The Akron Police Department is **crediting the newly -installed Flock automated license plate reader system** for providing the clues that helped track down the senior citizen and reunite her with her family.
- The cameras have been popping up all over Akron. Eventually, there will be 145 cameras installed. About half of those are up right now.
- In September, Deputy Chief Mike Caprez demonstrated the license plate readers to News 5 and said the **cameras will help police spot stolen cars and vehicles used in other crimes, but he also stressed the system could be an important tool to locate missing people.**



"We're here to help people and this tool allows us to do that," Caprez said.

He stressed how grateful he was to Akron and Pennsylvania police and for the Flock system.

"Without it, we would have never found her," he said.
"Certainly, a lot of relief and gratitude."

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Case Study: Powell B&E



Havana Cigar
& Tobacco



12/09/2023

00:29 AM



Suspect vehicle enters the parking lot, the first time

00:31 AM



Suspect vehicle enters the lot a second time and parks in front of the business

00:32:03 PM



Suspects break the glass of the business front door

00:32:54 AM



Suspects exit the business

00:33:29 AM



Suspect vehicle exits the parking lot

The investigation is still open and ongoing

**Times Verified by On-site Video System*

Powell Police Response Time

Average 4.63 Minutes

Suspect Time on Scene

4 Minutes 30 Seconds



Powell PD was not alerted until 0800, 7/5 hours after the commission of the crime.

The suspect vehicle was entered as stolen at the time of the offense.

Adding Flock cameras would have decreased our response time by alerting officers to the stolen vehicle when it entered the City, prior to their breaking into the business.

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Recent Call: Powell B&E



Gerber Auto Collision



01/21/2024

An employee of Gerber Auto Collision was working late around 9 PM, when he heard someone knocking on the back door. He then heard a drilling noise at the back door.

He had a weapon with him, which he loaded and went to the door to investigate.

When he opened the door he observed a black Chevy Silverado with temporary tags leaving the parking lot. An unknown suspect had drilled the lock cylinder out of the door handle in an attempt to gain entry to the business.

With such a specific timeframe and vehicle description, a Flock search may have allowed investigators to get more information on the vehicle, including a possible temporary license number.

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Recent Call: Missing Adult



StoryPoint

! Overdue Motorist !

The Powell Police Department has received a report regarding an overdue motorist. Virginia Marie Houghton was last seen 5:20 a.m., Thurs., Jan 25, leaving StoryPoint Senior Living (North) in Powell, driving a silver 2020 Toyota Corolla. She is 4'9 and 190 pounds, wearing a gray/black jacket, black pants and black shoes. Virginia has brown hair and green eyes.

If you believe you may have seen Virginia Houghton, her vehicle, or have any information regarding her whereabouts, please contact the Powell Police Department at (614) 885-3374.



01/25/2024

Virginia Houghton left her assisted living facility in her silver 2020 Toyota Corolla at 0530 to buy cereal and milk. She was supposed to return to the facility directly after.

Several hours passed and Virginia's brother became concerned when she was not back at the time of his visit.

Virginia was entered as a missing person in LEADS and nearby agencies were alerted.

Two hours after taking the report, detectives ran Virginia's license plate through Flock's system. She had passed cameras in Marion about 4 hours after leaving her facility. Marion law enforcement was alerted.

Virginia then passed several cameras in south Columbus, seemingly having gotten turned around and lost.

Ultimately, Virginia passed Flock cameras back in Marion and was stopped there. She was assisted by the Marion County Sheriff's Office until her brother could respond and pick her up.

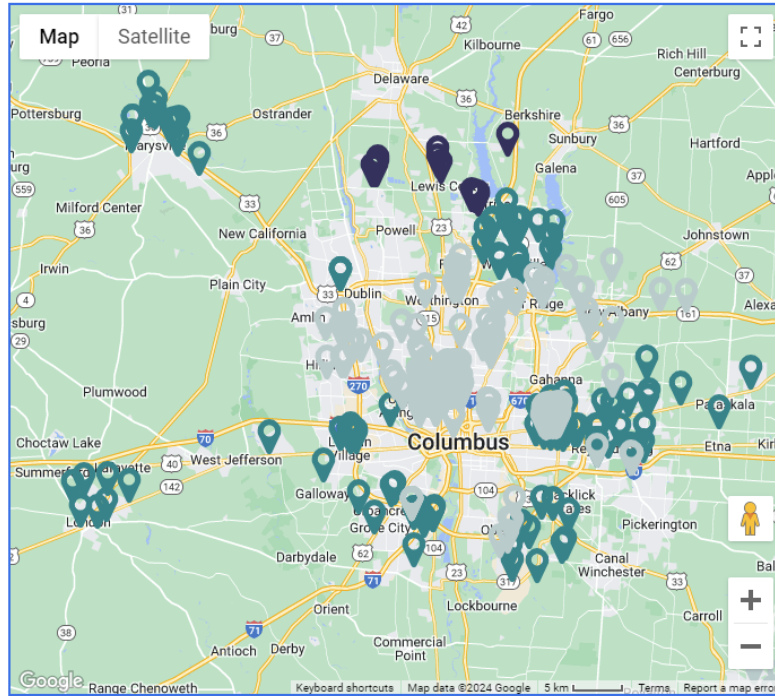
Virginia had indeed gotten lost and could not find her way back to Powell.

If Powell Officers had been able to run Virginia's license plate on patrol, it is likely she would have been located sooner.

Developing a Plan

Building a Network

Flock cameras are becoming wildly popular in Central Ohio. Between police department cameras and private cameras, a large network is rapidly emerging, covering much of the area and allowing more effective crime prevention and investigation.



Your Cameras



PD Cameras with
access



Private Cameras
with access



PD Cameras



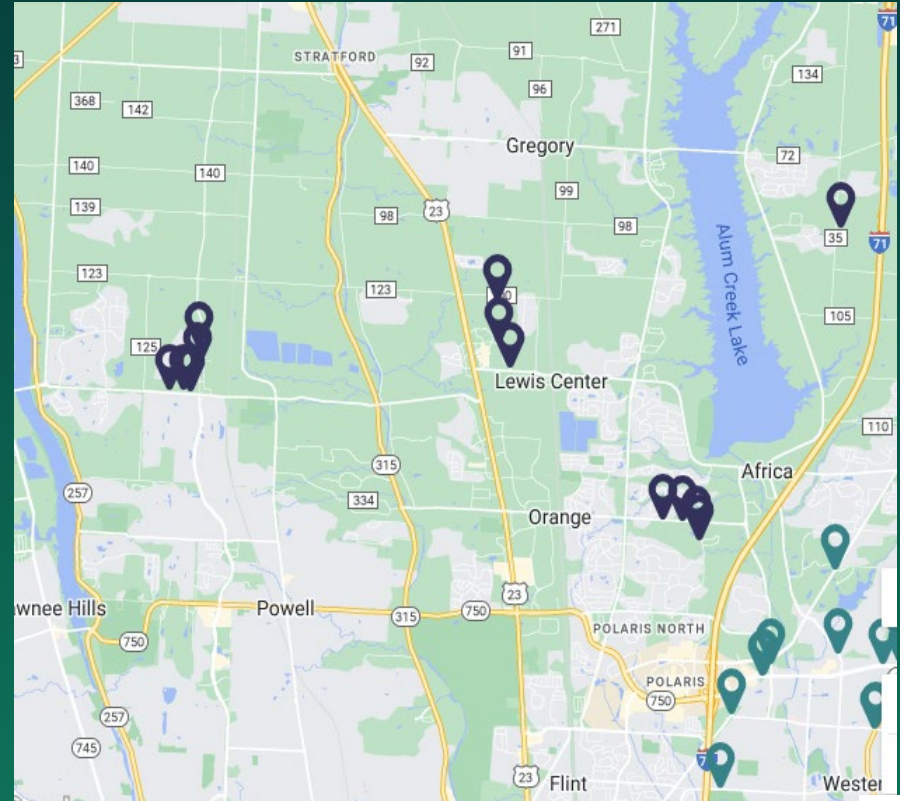
Private Cameras

Building a Network

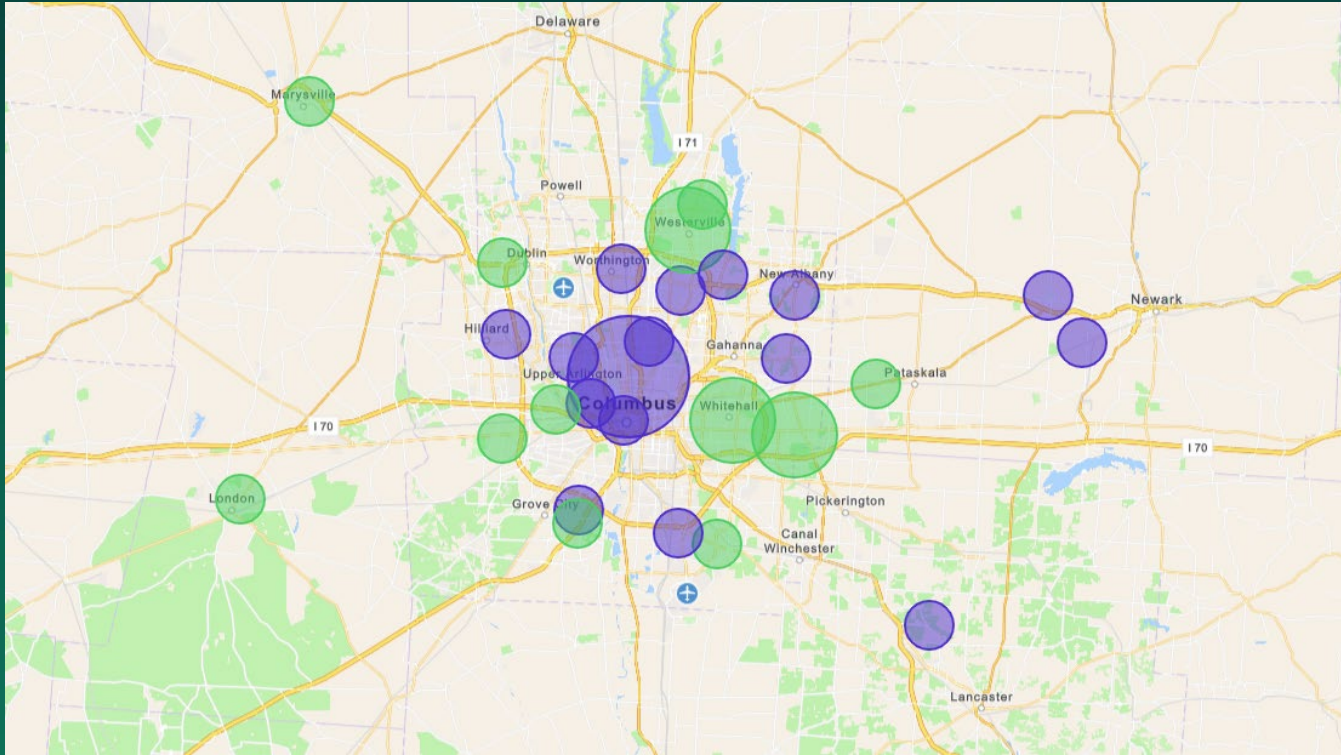
Police departments are not the only organizations with cameras- Olentangy Schools have installed several Flock cameras at some of their facilities.



OLENTANGY SCHOOLS



Network Sharing



Data from cameras can be shared by other police departments, private organizations, and HOAs.

Agreements with other camera holders allow us to search information that may have been captured in nearby areas.

Delaware County Sheriff

DCSO plans to place a total of 50 cameras throughout the county over a 3 year period.

Phase 1 will begin in 2024 with 20 cameras

Original camera placement was determined using Crime Analysis reviews of call volume.

Phases 2 and 3 will take places over 2025 and 2026 and camera placement will be determined based on crime rates and trends.

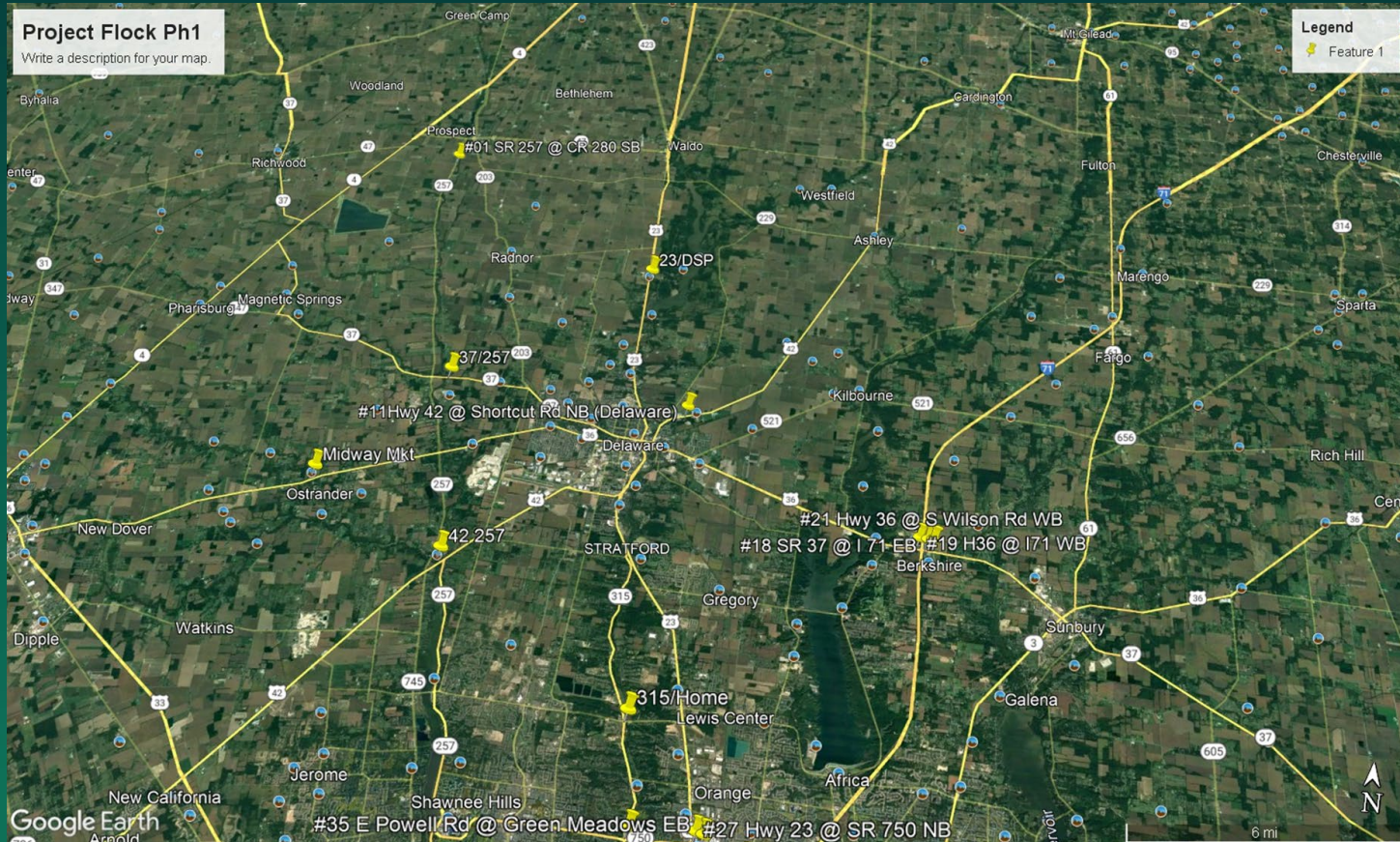


Delaware County Sheriff Phase 1 Placements

- Freeway – S.R. 37/ S.R. 71 – 4 cameras
- S.R. 315 / Powell Road – 1 (Facing Northbound)
- Columbus Pike / Powell Road – 2 cameras
- Olentangy River Road / Powell Road – 1 camera
- U.S. Highway 42 / S.R. 257 – 1 camera
- Home Road / Olentangy River Road – 1 camera
- S.R. 37 / S.R. 257 – 1 camera
- S.R. 36 / Area of Midway Market – 1 camera
- U.S. Highway 23 / Area of Delaware State Park (Campground Entrance) – 1 camera
- U.S. Highway 42 / Shortcut Road – 1 camera
- S. Old State Road / Powell Road – 1 camera
- S.R. 315 / County Line Road – 1 camera

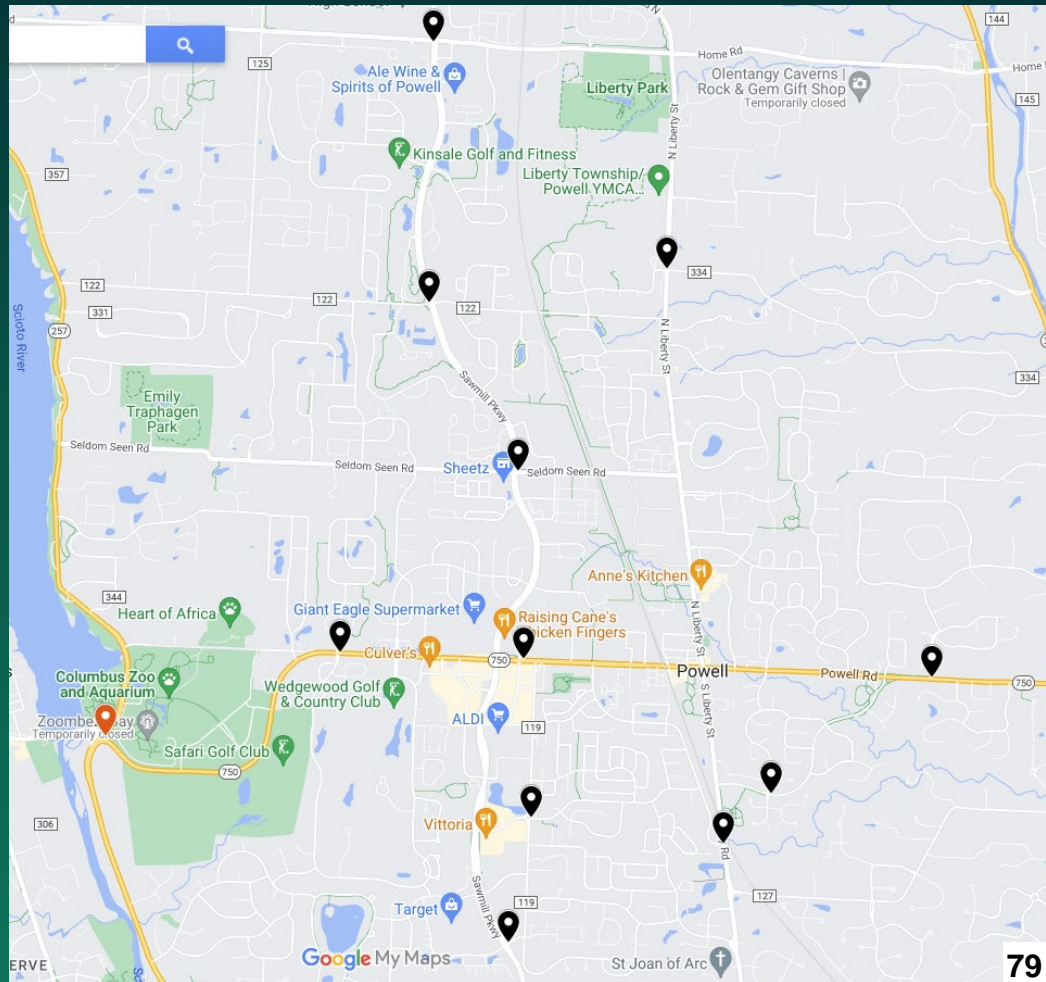


DCSO Phase 1



Powell's Plan

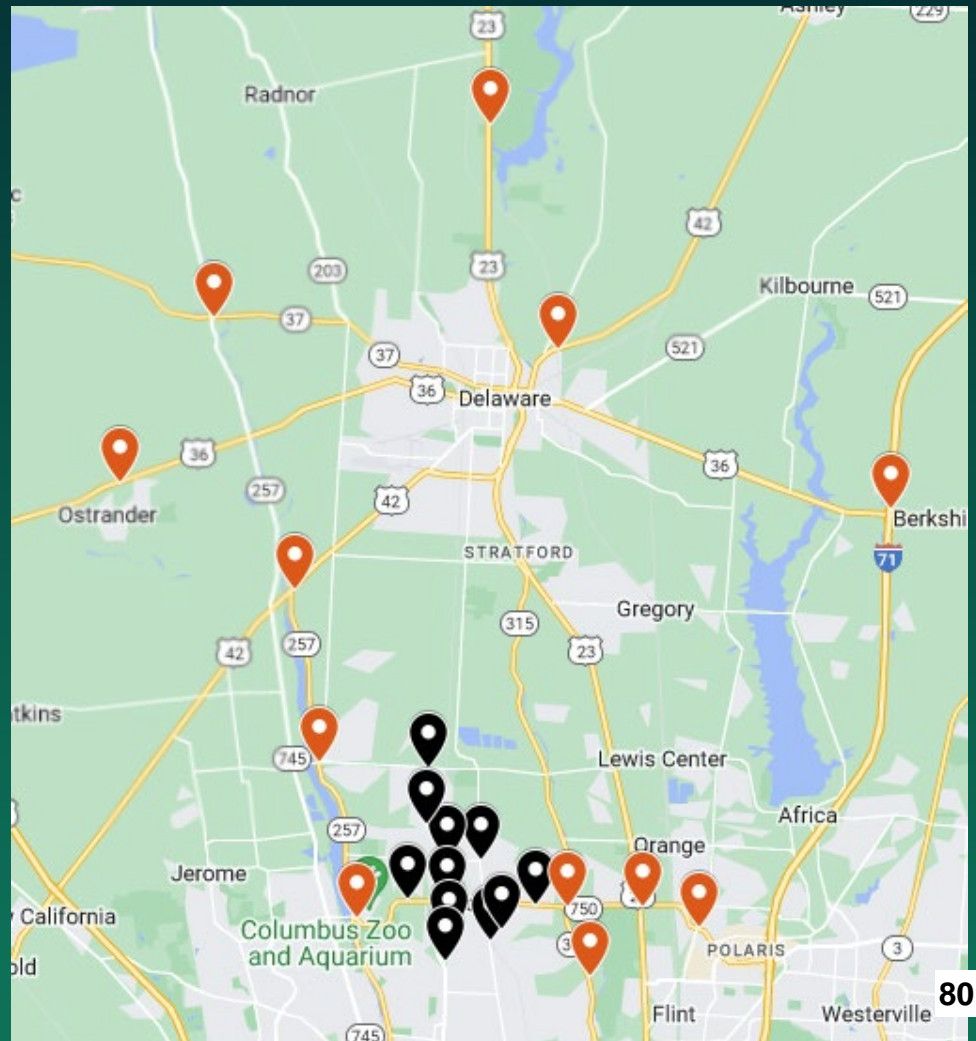
Camera 1	Liberty/Murphy NB
Camera 2	750/Thornbury WB
Camera 3	N. Liberty/ Carriage Rd. SB
Camera 4	Sawmill Pkwy/ Seldom Seen NB
Camera 5	Sawmill Pkwy/ Home Rd. SB
Camera 6	750/ Liberty Crossing EB
Camera 7	750/Verona EB
Camera 8	Presidential/ Sawmill Rd. EB
Camera 9	Sawmill/ Rutherford WB
Camera 10	Sawmill Pkwy/ Bradford NB



DCSO/Powell Integrated Camera Map

Phase 1-2024

https://www.google.com/maps/d/edit?mid=1NfQdh_-v-ZUSawi3mg09zubHA8Ft4Ws&usp=sharing



Working alongside DCSO during their 2nd and 3rd phases, it is possible we could expand our camera network as well.

Our current plan only includes cameras capturing vehicles entering the City of Powell. If we, as a City, see a benefit of more cameras in the future, we could add additional cameras to capture vehicles leaving the City.



Future Plans

What Still Needs To Be Done?

- Receive City Council/City Administration Approval
- Inform and Educate Community
- Update Powell PD ALPR Policy
- Provide Training to Employees
- Implement Citizen Transparency Portal to City Website

Questions?

flock safety



From: Andy White, City Manager

To: Members of City Council

Initiated By: D. Grant Crawford, Director of Public Service

Re: Resolution 2024-11: Authorizing the City Manager to enter into an agreement with EMH&T to provide Construction Administration and Inspection Services for the Adventure Park Pickleball Court Construction

Date: February 20, 2024

Summary:

Pickleball is the fastest-growing sport in the US, with a large and passionate player base. Pickleball offers accessible exercise options for people of all ages and abilities. We have heard from the community about the need for additional Pickleball courts in Powell. As part of Powell 2.0, we were able to program funding within the CIP for the construction of 8 new Pickleball Courts at Adventure Park. Adventure Park was identified as a great location to add the new courts. As we work to develop the City's very first Parks Master Plan, we have confirmed with the Parks Master Plan Consultant, MKSK, that the construction of these courts within Adventure Park is still the best path moving forward.

In 2023, the City entered into an agreement with EMH&T to provide design services for the construction of the Adventure Park Pickleball courts. During the design process, it was determined that the project would be more in-depth than initially anticipated. The additional effort needed to construct the courts to meet numerous rules and regulations, including stormwater management, national Pickleball Standards, and illumination requirements, requires the additional support of Construction Management and Inspection Services.

EMH&T, as the design engineer for the project, would be best positioned and suited to provide these services. EMH&T has experts on staff who are familiar with all the requirements and can ensure the courts are being constructed as they have designed them. In addition, EMH&T's qualifications in performing construction management and inspection were also recently evaluated as part of the 2024 Street and Path Maintenance Program and were deemed most qualified to perform these services.

EMH&T has provided a proposal to complete these services for \$78,000. The administration recommends entering into an agreement with EMH&T for these services as they are well positioned and qualified to perform the services.

The Administration respectfully requests a resolution authorizing the City Manager to enter into an agreement with EMH&T for the purpose of performing Construction Administration and Inspection Services for the Adventure Park Pickleball Court construction project.

Legal Review:

The Law Director's office reviewed and approved the agreement and legislation as to form.

Finance Review:

The Finance Director has reviewed the resolution and supports the recommendation.

Recommendation:

Staff recommends approval of resolution 2024-11.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this ___ day of _____, 2023 ("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 Evans, Mechwart, Hambleton, & Tilton, Inc.(dba EMH&T, Inc.) ("Service Provider"), with an office and principal place of business located at 5500 New Albany Rd., Columbus, OH 43054.

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 ___ day of ___, and shall terminate on the ___ day of ___. 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 for its service consistent with the Exhibit A. Total compensation for those services shall not exceed \$78,000 without prior authorization from the city.
- 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 and 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.
- C. Invoices and required supporting documentation should be submitted to Powellfinance@cityofpowell.us.

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/her 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 Contract 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". The insurance certificate should be submitted to the Finance Department at Powellfinance@cityofpowell.us.

VIII. Employee Documentation

- A. 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.
- B. 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:
31-0685594.
- 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.

[signatures appear on following page]

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 White, City Manager

EMH&T

BY: _____ Date _____
Douglas E. Romer, PE, EVP/Chief Operating Officer

Approved as to Form:

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

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free of obligation or certification now outstanding.

BY: _____
Rosa Ocheltree, Director of Finance

Date: _____

EXHIBIT A

Scope of Services



Engineers, Surveyors, Planners, Scientists

July 21, 2023

Mr. D. Grant Crawford
Director of Public Service
City of Powell
47 Hall Street
Powell, Ohio 43065

**Subject: Powell – Adventure Park Pickleball Courts Project
Proposal for Construction Phase Engineering Services**

Dear Mr. Crawford,

Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T) is pleased to submit this proposal for Construction Phase Engineering Services for the City's upcoming Adventure Park Pickleball Courts Project. We understand the scope includes: approximately 2,220 SY of asphalt pickleball courts, 280 LF 12" storm sewer with 9 structures, Court lighting consisting of 7 light poles with multiple luminaires with associated items, and 2,180 SF of concrete walk including miscellaneous surface restoration items. The project has a probable construction cost of \$800,873.00 at this time.

SCOPE OF SERVICES

EMH&T will provide engineering and project representation services for the above referenced improvements to include the following tasks, as facilitated through the EMH&T CSDOC software program:

1. Construction Representation/Contract Administration:

- a. Conduct a preconstruction coordination meeting with the City, Contractor, Subconsultants, utilities, Police, Fire, and any other stakeholders, as requested by the City.
 - i. EMH&T will provide the following for the meeting:
 - Meeting agenda
 - Sign-in sheet
 - Meeting minutes for the City and attendees
- b. Prepare shop drawing submittal log, review and track shop drawings and other submittals.
 - i. Along with the City and Design Engineer, EMH&T will review and coordinate submittals and shop drawings for conformance with the plans and specifications, and provide recommendations.
 - ii. EMH&T will prepare a Submittal Log to coordinate, track, and document submittals throughout the duration of the construction contract.
 - iii. Provide to the City/other vested parties, submittals requiring specific comments. EMH&T will coordinate comments and approval as necessary.
 - iv. Upon request, reviewed submittals and shop drawings will be logged and provided to all interested project parties.

- v. Submittals requiring specific comments from the City such as; MOT plans and resident/business notifications, will be provided to the City.
- c. Conduct periodic Progress Meetings (or as otherwise directed by the City) with the City, Design Engineer, Contractor, Subconsultant, and other project stakeholders. EMH&T will provide the following for the meeting:
 - i. Meeting agenda, which will include;
 - Recap of current project status, current revised contract amount, project elapsed time and percent complete,
 - Updated list of current project management personnel,
 - Review project safety concerns,
 - Review of previous meeting minutes,
 - Coordinate with the Prime Contractor to provide updated list of Subcontractors currently working on site,
 - Detailed analysis of current schedule and work completed to date,
 - Discuss potential ongoing project delays,
 - Update delivery schedule for long lead items,
 - Updated submittal log and discuss outstanding submittals for review,
 - Status of all change orders, change requests and requests for information,
 - Status of all pay requests,
 - Follow-up on outstanding items and issues along with new items and issues to be reviewed,
 - Review drawings with updates provided by Contractor.
 - ii. Sign-in sheet
 - iii. Meeting minutes for the City, Engineer, and attendees
- d. Review initial and monthly schedule updates with respect to general project parameters and provide a copy of the schedules and EMH&T's comments to the City for review and comment.
 - i. EMH&T will review order of construction and work progress schedules submitted by the Contractor, determine acceptability in accordance with the Contract Documents and monitor that all milestones and dates are shown as being met; and confirm acceptance or non-acceptance in writing to the Contractor.
 - ii. Make recommendation to the City for time extension requests from the Contractor.
 - iii. If required, ask the Contractor to submit revised schedules when the proposed work is not anticipated to be performed in accordance with the project requirements.
 - iv. Provide guidance to help minimize delays and regain time lost due to delays.
- e. Review Requests for Information and Facilitate Change Orders
 - i. EMH&T will review requests for information and coordinate clarification to the Contractor.
 - ii. Change orders will be reviewed by EMH&T and all parties, as required, to determine conformance with contract plans and specifications prior to City's approval.
- f. EMH&T will maintain logs of quantities and prepare/generate pay documentation for the City and Contractor.

- i. Maintain daily logs of quantities for payment.
 - ii. Generate/Review monthly and final pay estimates.
 - iii. Generate change orders and process the change orders for Contractor and City.
 - iv. Maintain a record of the work performed to include correspondence and daily project representation reports.
- g. EMH&T will conduct periodic (typically bi-weekly) project walk-throughs with the City (optional) and generate and maintain an active punch list. EMH&T will coordinate this punch list at progress meetings.
- h. EMH&T will conduct final project walk through with the City and generate a final punch list.
 - i. Prepare punch list for work performed not in accordance with the contract documents.
 - ii. Re-inspect punch list work until completed in accordance with the contract documents
 - iii. Submit a recommendation for acceptance of the project.
- i. EMH&T will coordinate with the City and Contractor prior to conducting the pre-final walk-through to allow the City and Contractor to provide input and participate in the field walk-through and documented deficiencies.
- j. EMH&T will coordinate with the City prior to conducting the 1-Year punch list to allow the City to provide input and participate in the warranty walk. EMH&T will prepare a 1-Year warranty punch list and coordinate with the Contractor to address required warranty work.
- k. Maintain a set of red-line record drawings of the completed work to be used in preparation of final record drawings. EMH&T will prepare and provide record drawings of the completed work.
- l. Copies of the correspondence, change orders and pay estimates will be retained at EMH&T until completion of the project through the 1-Year warranty period, at which time the project documents will be delivered to the City for future retention.

2. Resident/Standby Project Representation

- a. Resident Project Representatives, (RPR) provide full and part-time observation. Full time observation is defined as approximately 8 hours per day. Provide on-site project representation during the contract duration, as required, and as coordinated with the Owner to support the Administration and oversight of the improvements.
- b. EMH&T will observe construction activities performed by the Contractor and their Subcontractors and document the activities in respect to the plans, specifications, and contract conformance. The RPR will measure and track project quantities for payment.
- c. Assist in coordination of material testing, as needed. Material testing will be completed under a subconsultant contract with a third party provider.
- d. The RPR will record their observations and provide an ongoing progress log with photographs in a daily observation report. The RPR will record the quantity of items performed and completed in conformance with the contract on a daily basis in a quantity log.
- e. EMH&T's RPR will identify and document non-conforming work if encountered. The RPR will notify the City immediately of non-conforming work. The City will be responsible for providing notices for work stoppage to the Contractor.

- f. EMH&T's RPR will bring to the immediate attention of the City instances:
 - i. Where the Contractor fails to be in compliance with the terms of the Contract documents.
 - ii. When the Contractor acts in a manner which is not in the best interest of the City.
 - iii. When the Contractor's proposed schedule of work is in conflict with the project related submittal review process.
- g. The RPR will prepare a punch list(s) for work performed, noting deficiencies which require corrective measures by the Contractor or their assigns, for the purpose of observing and accepting the corrected conforming work. This list will be shared with City and Contractor at a minimum of bi-weekly and during the Progress Meetings to ensure deficiencies can be addressed in a timely, appropriate manner without negative impact to subsequent work. Final Project walk-through and 1-year warranty punch list to be conducted as defined above.
- h. Punch list items will be coordinated with the Contractor and the RPR will observe the work until it is completed in accordance with Contract documents, or as accepted by the City.
- i. RPR will observe completed work and provide the City a recommendation for acceptance. Copies of the daily observation reports will be made available for the City's review upon request, or periodically as required.

3. Subconsultants: Material Testing

- a. EMH&T will subcontract a third-party provider to provide material testing for this project. This testing may include the following:
 - i. Nuclear density testing of the courts aggregate base.
 - ii. Temperature, thickness and placement observations of asphalt placement along with appropriate nuclear density testing.
 - iii. Prepare and test concrete compressive strength cylinders for various placements.
 - iv. Copies of the material testing reports will be made available for review in a manner to be determined by the City.

4. Construction Layout/Staking

- a. One time construction staking for appropriate items as needed to include, but not limited to:
 - i. Storm Sewer
 - ii. Pickleball court Pads
 - iii. Sidewalk\Bike Path (Final Grade Only)
 - iv. Street Lights
 - v. Basin (Top Contour Only)
 - vi. Fence

5. Project Closeout

- a. EMH&T will provide:
 - i. Record Drawings to the City in a digital format.
 - ii. 1 Year Warranty Review.
 - iii. Project Closeout - Electronic CA/CM backup information.

EXCLUSIONS

EMH&T shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, Subcontractors, any of their agents or Subcontractor's employees, or any other person performing any of the work, or for the failure of such persons to carry out the work in accordance with the contract documents.

The Scope of Services does not include the following:

- a. Safety Compliance/Monitoring outside of EMH&T's safety procedures

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Authorization to Proceed from the City of Powell. This scope of services is expected to support construction activities performed for period of 120 days beginning as early as August 2023.

FEE

We have evaluated the level of effort associated with completing the construction phase engineering services. These services will be provided as per the conditions of our Professional Services Agreement and the associated Time Rates for the City. Fees for the work described within the Scope of Services shall not exceed Seventy-Eight Thousand Dollars and Zero Cents (\$78,000.00) without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY

Description of Service/Task	Fee
1. Construction Engineering Services	\$6,140.00
2. Contract Administration Services	\$19,300.00
3. On-site Construction Observation Services	\$41,500.00
4. Construction Layout/Staking	\$6,060.00
SUBTOTAL	\$73,000.00
Reimbursable Expenses (printing, mileage, etc.)	\$2,000.00
Subconsultant – Material Testing Allowance	\$3,000.00
TOTAL FEE	\$78,000.00

Should the scope of our services change, the project duration increase, or the construction contract cost increase, additional fees may be necessary to cover the cost of the additional professional services. EMH&T will request these additional fees concurrent with the Contractor's modification/change order (if needed.)

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me at (614) 775-4548.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON, & TILTON, INC.



Chad Joice
Senior Construction Representative

Enclosures: EMH&T Construction Services Project Labor & Cost Summary – 1 page

Copies:

Acceptance and Authorization to Proceed:

Authorized Signature/Date

PO Number/Date

Print Name

Duration: 120 Calendar Days
4 Months
18 Weeks
81 Work Days

Start - XXX -> Finish - XXXX

	Labor Rates												Reimbursable Expenses						
Detail	Principal	Senior Engineer/Project Manager - Jim Nolen	Engineer II	Engineer I	Field Service Manager - Jacob	Construction Project Administrator - Amber	Senior Construction Representative - Ken/Jarrold/Mark	Senior Resident Project Representative	Resident Project Representative	Construction Representative - Chad/Jen	Administrative/Clerical	Total Task Hours	Task Labor Cost	Stakes, prints, postal, special deliver, Special Equipment (Mule/Field Truck) and miscellaneous items	Mileage	Per Diem (\$35.00/dy) - Lodging (\$150/night)	Filing fees, subconsultant services, permitting fees, etc.	Total Reimbursable Expenses	Fee Per Task
TASK 1 - Construction Engineering Services	0	0	0	0	0	0	0	0	0	42	10	52	\$ 6,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Review shop drawings and product submittals										14	10		\$ 2,780.00						\$ 2,780.00
Review initial and monthly schedule updates										14			\$ 1,680.00						\$ 1,680.00
Review and Respond to Requests for Information										14			\$ 1,680.00						\$ 1,680.00
													\$ -						\$ -
																			\$ 6,140.00
TASK 2 - Contract Administration Services	0	0	0	0	16	0	0	8	0	102	38.5	164.5	\$ 19,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Owner Representation								4		24			\$ 3,320.00						\$ 3,320.00
Conduct Preconstruction and Progress Meetings								2		12	4		\$ 2,100.00						\$ 2,100.00
Maintain a log of quantities for payment										14	10		\$ 2,780.00						\$ 2,780.00
Generate monthly and final pay estimates										16	10		\$ 3,020.00						\$ 3,020.00
Maintain records and correspondence					16					24	14.5		\$ 6,395.00						\$ 6,395.00
Change Management								2		12			\$ 1,660.00						\$ 1,660.00
																			\$ 19,275.00
TASK 3 - On-site Construction Observation Services	0	0	0	0	8	0	0	0	376	40	0	424	\$ 41,480.00	\$ -	\$ 2,016.09	\$ -	\$ 3,000.00	\$ 5,016.09	
Construction Observation					8				376	40			\$ 41,480.00		\$ 2,016.09				\$ 43,496.09
Subconsultant Material Testing													\$ -				\$ 3,000.00		\$ 3,000.00
																			\$ 46,496.09
TASK 4 - 4. Construction Layout/Staking	0	0	0	0	0	0	0	0	0	0	0	0	\$ 6,060.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Construction Layout/Staking													\$ 6,060.00						\$ 6,060.00
													\$ -						\$ -
																			\$ 6,060.00
Total Hours	0	0	0	0	24	0	0	8	376	184	48.5	640.5	\$72,955.00	\$0.00	\$2,016.09	\$0.00	\$3,000.00	\$5,016.09	

Total Labor Cost = \$72,955.00
Reimbursable Expenses = \$5,016.09

Total Fee = \$77,971.09

Principal	\$ 250.00	0	\$ -	Senior Landscape Architect/Planner	\$ 170.00	0	\$ -
Senior Engineer/Project Manager - Jim Nolen	\$ 190.00	0	\$ -	Landscape Architect/Planner	\$ 180.00	0	\$ -
Engineer II	\$ 130.00	0	\$ -	Senior Design Engineer	\$ 120.00	0	\$ -
Engineer I	\$ 120.00	0	\$ -	Field Service Manager - Jacob	\$ 120.00	24	\$ 2,880.00
Engineer Aide	\$ 110.00	0	\$ -	Construction Project Administrator - Amber	\$ 105.00	0	\$ -
Structural Engineer	\$ 140.00	0	\$ -	Senior Construction Representative - Ken/Jarrold/Mark	\$ 155.00	0	\$ -
Senior Surveyor	\$ 175.00	0	\$ -	Senior Resident Project Representative	\$ 110.00	8	\$ 880.00
Surveyor II	\$ 145.00	0	\$ -	Resident Project Representative	\$ 95.00	376	\$ 35,720.00
Surveyor I	\$ 125.00	0	\$ -	Construction Representative - Chad/Jen	\$ 120.00	184	\$ 22,080.00
Senior Environmental Scientist	\$ 155.00	0	\$ -	Administrative/Clerical	\$ 110.00	49	\$ 5,335.00
Environmental Scientist II	\$ 105.00	0	\$ -				
Environmental Scientist I	\$ 95.00	0	\$ -				

TOTAL HOURS (ENG) 640.5 \$ 66,895.00

From: Andrew D. White, City Manager

To: City Council

Initiated By: Rosa Ocheltree

Re: Resolution 2024-12

Date: February 20, 2024

Summary:

DMC Consulting LLC provides strategic advice and counsel to the City regarding identifying, soliciting, and procuring technology products and services. This past year, Doug McCollough, the firm's principal, supported staff through the RFP for IT services and the execution of the security assessment, among other things. Currently, the City is leveraging DMC expertise to ensure a smooth transition of IT services and evaluate CJIS compliance.

Staff strongly recommends an extension of this contract for the following services:

- Support the new IT Service Provider.
- Recommend best practices related to business continuity plans.
- Work with the City's IT Managers to continue to develop IT policies and provide a blueprint for the operation of IT.
- Identify available and emerging technologies and information technology opportunities, relationships, products, and capabilities that will assist the City in improving its operations and services, enhance its various technology-related initiatives, and provide innovative advantages in municipal operations.

Legal Review:

Law Director's office reviewed and approved the agreement as to form.

Financial Review:

The price for services remains unchanged from prior years. The budget for this expenditure is available and in the process of being appropriated in the General Fund – IT Department.

Recommendation:

Staff recommends approval of Resolution 2024-12.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this **XX day of February, 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 DMC Group LLC ("Service Provider"), with an office and principal place of business located at 1075 Starlight Drive, Reynoldsburg, OH 43068.

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 1st day of January, 2024, and shall terminate on the 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 not to exceed sixty thousand dollars (\$60,000)
- 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 Workers 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 Contract 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". A copy of the certificate must be sent to powellfinance@cityofpowell.us

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: 20-0010624.
- 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 White, City Manager

DMC Group LLC

BY: _____ Date _____
Doug McCollough, CEO

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

Scope of Services

Doug McCollough agrees to provide the following services to the City of Powell:

PURPOSE

The contractor will provide strategic advice and counsel to the City, regarding the identification, solicitation, and procurement of technology products and services in service to end users, customers, and stakeholders of the City.

RESPONSIBILITIES

- Serve as the City's external information technology advisor.
- Identify available and emerging technologies and information technology opportunities, relationships, products, and capabilities that will assist the City to improve on its operations and services, enhance its various technology related initiatives, and provide innovative advantage in municipal operations.
- Provide advice to staff on the City's RFP formulation and evaluation process and general pursuit of IT and GIS Services.
- Develop and pursue an RFP/RFQ for Information Technology services to commence in calendar year 2022, inclusive of:
 - Analysis of current operations and IT services performance and quality.
 - Draft of an RFP/RFQ solicitation reflective of the analysis.
 - Review of the draft solicitation with City staff, subject matter experts, and stakeholders for approval and support.
 - Publication of the solicitation to entities likely to bid and likely to respond competitively, utilizing the existing solicitation resources of the City as well as additional resources.
 - Management of the solicitation processes, communication, closure, and selection.
 - Assistance and consultation of the engagement process of placing the selected service provider under a responsive and transparent service contract on behalf of the City.
- Develop and pursue an RFP/RFQ for Geographical Information Systems (GIS) services to commence in calendar year 2022, inclusive of the same tasks and responsibilities detailed in the above RFP/RFQ responsibilities for Information Technology services.
- Other responsibilities as may be determined by the City Manager and mutually agreed upon by the Contractor with respect to the retainer payment for services or as payment for services may be adjusted by the City.

REPRESENTATION/ATTENDANCE

The Contractor is authorized to represent the City of Powell, as approved by the City or, in order to promote the City and its initiatives and to identify opportunities for collaboration, partnership and use cases.

The Contractor will attend public or private meetings, as requested by the City and mutually agreed to be the contractor, to describe, explain, or facilitate discussions around the technology services of the City, to include:

- Select City of Powell internal meetings
- Select City of Powell Council, Board, or Commission meetings
- Meetings with the City Manager and/or designated points of contact or management for the City
- Attend City Council meetings/work sessions on an as-needed basis and as approved by the City Manager.

SUPERVISION OF CONTRACT

The City Manager and Finance Director will oversee this contract.

TRAVEL AND TRAVEL REIMBURSEMENT

The Contractor will obtain prior approval for any travel for which the Contractor will seek reimbursement. The City will only reimburse travel expenses and any associated conference/event fees/costs for those conferences/events for which the City specifically identifies the Contractor to attend on behalf of or to represent the City. Mileage reimbursement is not authorized under this contract.

REPORTING REQUIREMENTS

The Contractor will provide a report to the City Manager summarizing activities and actions performed in accordance with this contract, or as otherwise by the City Manager. Said report will correspond with the billing period (monthly) for which the Consultant is invoicing.

From: Andrew D. White, City Manager
To: City Council
Initiated By: Rosa Ocheltree
Re: Resolution 2024-13
Date: February 20, 2024

Summary:

The city of Powell plans to host several events in 2024. In total, there are approximately 24 events scheduled in 2024.

In February 2022, Powell City Council authorized staff to enter into an agreement with Marquee Arts & Entertainment LLC. for professional event management services for the City. This contract expired on December 31, 2023. Resolution 2022-08 authorizes the City Manager to agree with Marquee Arts & Entertainment LLC. to provide event strategy and management services through 2024 for the following events:

- Powell Festival
- July Concert in partnership with Nocterra
- Passport to Powell.

The event management firm will provide the following services:

- Pursue sponsorship opportunities in support of city events.
- Responsible for booking of entertainers, including reviewing and negotiating agreements or contracts, and overseeing all logistical requirements for the entertainers.
- Oversee and coordinate production of events.

Per the City's purchasing policy, this is the last year the contract is available for renewal. Staff will work with City Council and the PDC to define plans for 2025 and issue a request for proposal for event management services, if needed, in the fall of 2024.

Legal Review:

Law Director's office reviewed and approved the agreement as to form.

Financial Review:

The 2024 contract reflects a \$30,000 saving compared to 2023 expenses for the provided services. The budget for this expenditure is available and in the process of being appropriated under the Programming – Special Event.

Recommendation:

Staff recommends approval of Resolution 2024-13.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this ___ day of February, 2024 ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Marquee Entertainment, ("Service Provider"), with an office and principal place of business located at _____.

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 1 day of March, 2024, and shall terminate on the 31 day of December, 2024. Powell may terminate this Agreement at any time by giving the 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 for its service consistent with the Exhibit A.
- 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 and an itemization of all reimbursable expenses, which must be documented with copies of receipts whenever possible.
- C. All invoices and supporting documentation must be sent to powellfinance@cityofpowell.us and include the contract number and 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 /her 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 Contract 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".

A copy of the above referenced certificate shall be submitted to Powellfinance@cityofpowell.us within 30 days of execution of this agreement.

VIII. Employee Documentation

- A. 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.
- B. 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.

[signatures appear on following page]

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 White, City Manager

MARQUEE ENTERTAINMENT

BY: _____ Date _____
Ryan Ault, President

Approved as to Form:

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

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or the process of collection to credit of the above funds free of obligation or certification now outstanding.

BY: _____
Rosa Ocheltree, Director of Finance

Date: _____

EXHIBIT A



Scope of Services

- Event management and consulting services for:
 - Powell Festival in June
 - Concert in July with Noctera
 - Passport to Powell in August
- Oversee sponsorships
- Oversee potential events, as assigned by the City, with the Columbus Zoo

Fee

- \$75,000 Annual (Monthly Fee of \$7,500 for ten months)
- Please see section IV of the contract for payment terms

From: Andrew D. White, City Manager
To: City Council
Re: City Council Goal Setting for 2024 through 2025
Date: February 20, 2024

Following the discussion relating to goal setting for 2024 through 2025 at the February 6th City Council meeting, staff collaborated with Mayor Counts and Vice-Mayor Karr to condense the 9 goal setting themes into 6.

The original 9 goal setting themes submitted to Council for review were the following:

1. *Maintaining The City's Infrastructure*
2. *Reducing Traffic Congestion and Increasing Downtown Parking Options*
3. *Expanding The Downtown Area's Offerings, Walkability and Amenities*
4. *Enhancing Parks and Recreational Space and Making More Bike and Walking Path Connections*
5. *Increasing Communications to Our Residents, Businesses and Visitors and Providing A Timely Response To Their Inquiries*
6. *Becoming More Efficient in City Operations*
7. *Keeping Our Residents and Businesses Safe*
8. *Retaining Existing and Encouraging New Businesses in Powell*
9. *Allowing Growth in Powell but Controlling It*

The following changes to the 9 goal setting themes are summarized below for Council's consideration:

- Combined Themes 1 and 2
 1. Maintaining the City's Infrastructure
 2. Reducing Traffic Congestion and Increasing Downtown Parking Options

New Goal: *Maintaining City Infrastructure, Reducing Traffic Congestion and Increasing Downtown Parking Options*

- Combined Themes 5 and 6
 5. Increasing Communications to Our Residents, Businesses and Visitors and Providing a Timely Response to Their Inquiries
 6. Becoming More Efficient in City Operations

New Goal: *Improving City Operations by Way of Efficiency, Prudent Financial Management and Communications*

- Removed Theme 9: Allowing Growth in Powell but Controlling It
- Keep Original Language for Themes 3, 4, 7, and 8
 3. *Expanding The Downtown Area's Offerings, Walkability and Amenities*
 4. *Enhancing Parks and Recreational Space and Making More Bike And Walking Path Connection*
 7. *Keeping Our Residents and Businesses Safe*
 8. *Retaining Existing and Encouraging New Businesses In Powell*

The 6 goals are cross-referenced with results from the 2023 Community Attitude Survey. These goals are attached in *REVISED 2024 City Goals Related to Community Attitude Survey*.

Council's recommended next steps are to prioritize the six prevalent themes for goals and into their top three group and secondary group at the February 20th City Council meeting.

Please let us know if you have any questions before next Tuesday's Council meeting.



GOAL SETTING THEMES RELATED TO 2023 COMMUNITY ATTITUDE SURVEY

MAIN OBJECTIVE: TO MAKE THE LIVES OF OUR RESIDENTS AND OUR BUSINESSES EASIER OR BETTER THROUGH

1. MAINTAINING CITY INFRASTRUCTURE, REDUCING TRAFFIC CONGESTION AND INCREASING DOWNTOWN PARKING OPTIONS

- a. CAS: Q4 – Consider as Powell’s 2 or 3 highest priorities
 - i. 18% maintaining or repairing infrastructure
- b. CAS: Q11 – See more of in Powell
 - i. 11% repair and upkeep of infrastructure
- c. CAS: Q19 – High Priority for Capital Improvements
 - i. 69% Repairing and maintaining streets and curbs
 - ii. 66% Repairing, maintaining and adding bike paths
 - iii. 40% Renovating storm sewers
- d. CAS: Q4 – Consider as Powell’s 2 or 3 highest priorities
 - i. 32% managing the flow of traffic
 - ii. 8% providing more parking
- e. CAS: Q11 – See more of in Powell
 - i. 20% Roads and traffic solutions
 - ii. 6% parking
- f. CAS: Q19 – High Priority for Capital Improvements
 - i. 60% Easing traffic flow

2. EXPANDING THE DOWNTOWN AREA’S OFFERINGS, WALKABILITY AND AMENITIES

- a. CAS: Q4 – Consider as Powell’s 2 or 3 highest priorities
 - i. 9% making the City more pedestrian friendly
- b. CAS: Q7 – Most like living in Powell
 - i. 30% Small town atmosphere
 - ii. 6% Nice downtown district
- c. CAS: Q11 – See more of in Powell
 - i. 10% restaurants (repeated in #8 below)
- d. CAS: Q13 – Make a High Priority for Downtown Powell
 - i. 70% Pedestrian-friendly features
 - ii. 58% More Parking
 - iii. 53% More opportunities for family entertainment
 - iv. 52% Continuing DORA
 - v. 51% Broader Assortment of Restaurants

3. ENHANCING PARKS AND RECREATIONAL SPACE AND MAKING MORE BIKE AND WALKING PATH CONNECTIONS

- a. CAS: Q4 – Consider as Powell's 2 or 3 highest priorities
 - i. 9% adding or maintaining recreational spaces
 - ii. 7% creating more/connecting bike paths
 - iii. 7% keeping City beautiful/green space
- b. CAS: Q7 – Most like living in Powell
 - i. 30% Small town atmosphere (repeated in #3 above)
 - ii. 11% Walking trails
 - iii. 7% Great parks
- c. CAS: Q11 – See more of in Powell
 - i. 10% Parks and recreational space
 - ii. 9% bike paths
 - iii. 9% walking paths
- d. CAS: Q19 – High Priority for Capital Improvements
 - i. 31% Developing new parks

4. IMPROVING CITY OPERATIONS BY WAY OF EFFICIENCY, PRUDENT FINANCIAL MANAGEMENT AND COMMUNICATIONS

- a. CAS: Q28 –Where do you get most of your information about Powell
 - i. 77% Digital Source
 - 1. 42% Facebook, LinkedIn, Twitter
 - 2. 27% Powell Website
 - 3. 26% Powell weekly email
 - ii. 25% Powell Mailings
- b. CAS: Q4 – Consider as Powell's 2 or 3 highest priorities
 - i. 11% lowering taxes or keeping taxes low
 - ii. 7% maintaining or improving city services
- c. CAS: Q11 – See more of in Powell
 - i. 17% public buildings (not sure of location)

5. KEEPING OUR RESIDENTS AND BUSINESSES SAFE

- a. CAS: Q4 – Consider as Powell's 2 or 3 highest priorities
 - i. 22% keeping City safe
- b. CAS: Q7 – Most like living in Powell
 - i. 30% Safe

6. RETAINING EXISTING AND ENCOURAGING NEW BUSINESSES IN POWELL

- a. CAS: Q11 – See more of in Powell
 - i. 7% commercial development
 - ii. 10% restaurants (repeated in #3 above)
- b. CAS: Q4 – Consider as Powell's 2 or 3 highest priorities
 - i. 16% allowing growth
 - ii. 15% controlling growth, residential and/or commercial
- c. CAS: Q11 – See more of in Powell
 - i. 8% residential development (not clear what type)






Upcoming City Meetings & Events February 2024



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 6:30 pm—Board of Zoning Appeals - Cancelled	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 Cancelled	14 	15 6:30 pm—Planning & Zoning Commission – Note Date Change	16 Third Friday: Chocolate Walk	17
18	19 	20 7:30 pm - City Council	21	22 6 pm—Historic Downtown Advisory Commission — Cancelled	23	24
25	26 5:30 pm – Operations Committee Note Date Change	27 6:30 pm—Powell Development Corp	28			



Upcoming City Meetings & Events MARCH 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 6:30 pm—Development 7:30 pm—City Council	6	7 6:30 pm—Board of Zoning Appeals	8	9
10	11	12 7 pm—Finance Committee	13 6:30 pm—Planning & Zoning Commission –	14	15 Third Friday: St. Patrick's Pot of Gold	16
17 	18	19  Election Day	20 5:30 or 6:00 pm – Operations Committee 7:30 pm City Council	21	22	23 Bunny Hop
24	25	26 6:30 pm—Powell Development Corp	27 6 pm—Historic Downtown Advisory Commission Meeting Date Change	28	29	30
31						