



ORDINANCE 2025-34

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO A PRE-ANNEXATION AGREEMENT WITH LEHNER COMPANY, LLC.

**WHEREAS,** Lehner Company, LLC own approximately 1.082 +/- acres, commonly known and located at 3164 Rutherford Road, Powell, Ohio 43065, and desires annexation into the City of Powell; and

**WHEREAS,** Lehner Company, LLC is working with the City through the development process to develop its property within the City of Powell; and

**WHEREAS,** the parties have entered into a written Pre-Annexation Agreement dated September 3, 2024 as approved by Ordinance No. 2024-29; and


**WHEREAS,** due to changes in market conditions and rising construction costs, parties desire to enter into an Amendment to the Pre-Annexation Agreement.


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

Section 1: That Council authorizes the City Manager to enter into an Amendment to the Pre-Annexation Agreement, in a form substantially similar to the Amendment to the Pre-Annexation Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

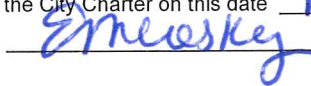
Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the City of Powell which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

Section 3: This Ordinance shall take effect on the earliest possible date permitted by law.

  
Tom Counts  
Mayor  
Date 12/2/25

  
Elaine McCloskey  
City Clerk  
Date 12/2/25

EFFECTIVE DATE: January 2, 2026

This legislation has been posted in accordance with  
the City Charter on this date 12/3/25  
  
City Clerk

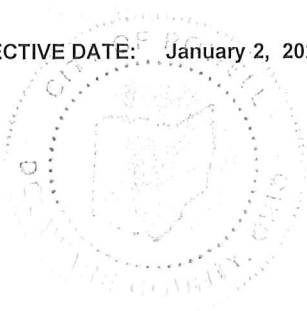


EXHIBIT A

Kurt Ramsey	Leif Carlson	David Lester	City Council Tom Counts, Mayor Heather Karr	Ferzan Ahmed	Tyler Herrmann
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FIRST AMENDMENT TO  
PRE-ANNEXATION AGREEMENT

This First Amendment to Pre-Annexation Agreement (the "Amendment") is made and entered into as of [\_\_\_\_\_, 2025], by and between Lehner Company, LLC an Ohio Limited Liability Company (hereinafter the "Landowner"), and the City of Powell, Ohio, an Ohio municipal corporation organized and existing under the Constitution and laws of the State of Ohio and its municipal charter (hereinafter the "City") (Landowner and City are together the "Parties"), under the circumstances summarized in the following recitals under Background.

**BACKGROUND:**

- A. Landowner is the record owner of approximately 1.802 acres of land on the north side of Rutherford Road immediately to the south of Woods of Powell North Subdivision, Phase 2, Part 3 and between the CSX railroad tracks to the west and Carriage Valley Drive to the east; Delaware County Auditor's parcel identification number ("PIN") 31913302015000, commonly known as 3164 Rutherford Road, Powell, OH 43065. (the "Property"); and
- B. The Parties have entered into a written Pre-Annexation Agreement dated September 3, 2024 as approved by Ordinance No. 2024-29 (the "Agreement"); and
- C. Due to changes in market conditions and rising construction costs, parties desire amend the Agreement in accordance with the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the covenants and agreements contained herein, including the Background recitals above, the Parties covenant and agree as follows:

**Section 1. Defined Terms.** All capitalized terms that are used in this Amendment but are not defined herein shall have the same meanings given to them in the Agreement.

**Section 2. Amendment.** Section 1(D)(iv) in the Agreement is hereby amended and restated in its entirety with the following:

**(iv) Development Incentive Agreement.** If the Property is successfully annexed into the City, the City agrees to reimburse the Landowner for certain costs and expenses associated with the proposed project. Specifically, the City agrees to reimburse the following costs and expenses for a total not to exceed \$135,280: (1) legal fees not to exceed \$8,000; (2) engineering and survey fees not to exceed \$15,000; (3) paving fees not to exceed \$28,900; (4) tree removal fees for sanitary sewer access not to exceed \$4,000; (5) sanitary sewer fees not to exceed \$34,950; (6) waterline preparation fees not to exceed \$1,500; (7) tap fees for Delco water and Delaware sewer, for each of the three parcels, not to exceed \$40,530; and (8) city filing fees not to exceed \$2,400.

**Section 3. Miscellaneous.**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by  
their duly authorized representatives on the dates below written

**CITY OF POWELL, OHIO**

By: \_\_\_\_\_

Printed: Andrew White

Title: City Manager

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

Approved as to Form:

\_\_\_\_\_  
Yazan Ashrawi, Law Director.

**LANDOWNER**  
LEHNER COMPANY, LLC

By: \_\_\_\_\_  
Matthew Lehner, Sole Member

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