



RESOLUTION 2026-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE RETIREMENT AND REAPPOINTMENT AGREEMENT WITH THE CHIEF OF POLICE, EXTENDING THE TERM OF THE ORIGINAL AGREEMENT AND ADDING A TERMINATION AND SEVERANCE PROVISION.

WHEREAS, the City of Powell and Chief of Police, Ronald M. Sallows, previously entered into a Retirement and Reappointment Agreement dated February 5, 2024 ("Original Agreement"); and

WHEREAS, the Original Agreement provided for the continued employment of Ronald M. Sallows as Chief of Police through February 5, 2027; and

WHEREAS, the City of Powell desires to extend the term of the original Agreement for an additional three (3) years, through December 31, 2030, under substantially similar terms and conditions; and

WHEREAS, the proposed Addendum to the Retirement and Reappointment Agreement also includes the addition of a Termination and Severance section setting forth the conditions under which severance may be provided.

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

Section 1: City Council hereby authorizes the City Manager to execute the Addendum to the Retirement and Reappointment Agreement with Ronald M. Sallows, Chief of Police, extending the term of the Original Agreement dated February 5, 2024, for an additional three (3) years, with the extended term concluding on December 31, 2030.

Section 2: The Addendum shall continue the terms and conditions of the Original Agreement, except as specifically modified therein, and shall include the addition of a Termination and Severance provision outlining the circumstances under which severance compensation may be provided.

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

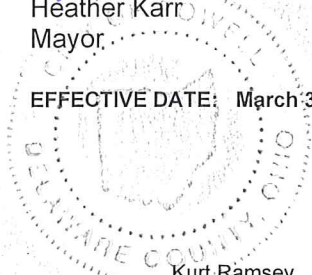
Section 4: This Resolution shall be in full force and effect immediately upon adoption.

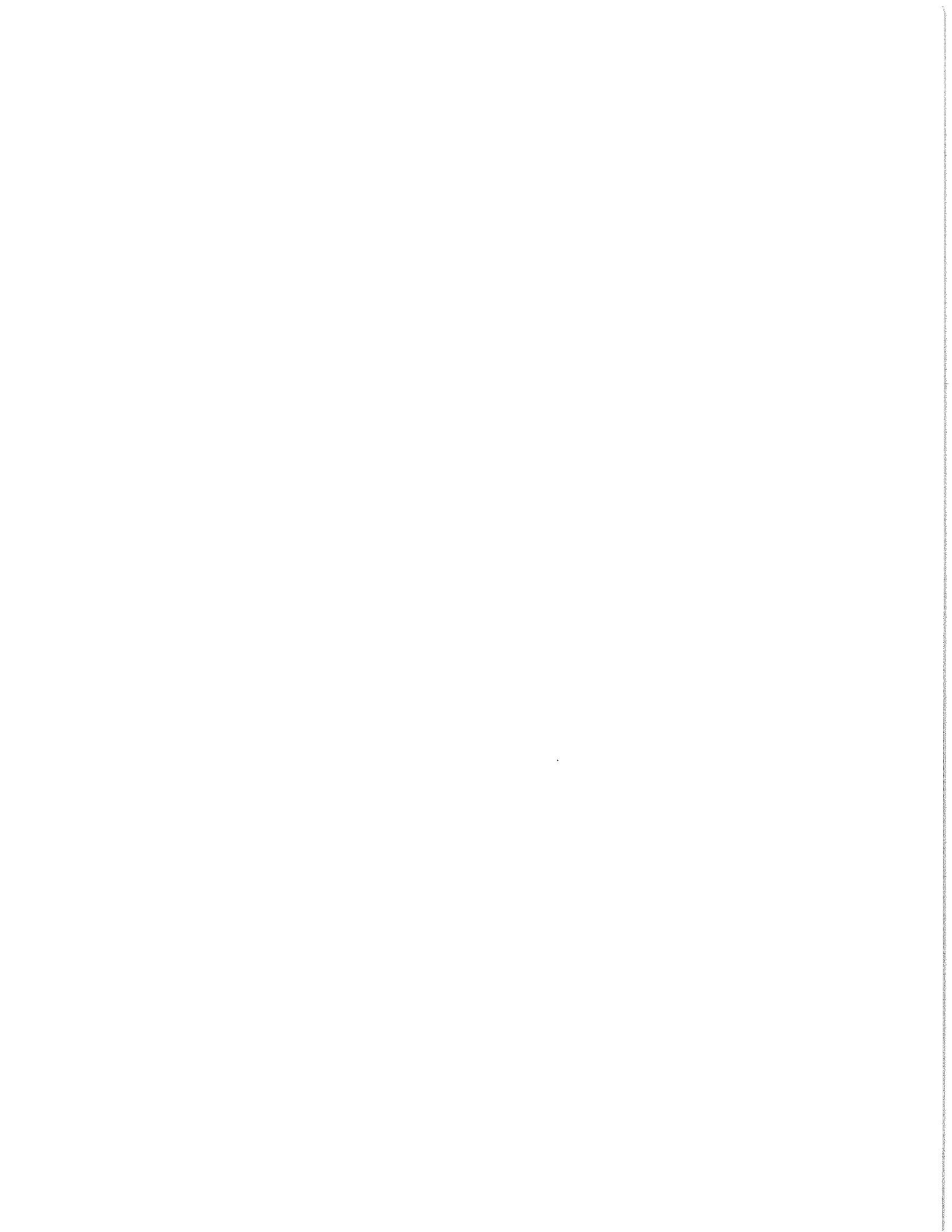
Heather K. Karr 3/13/26
Heather Karr
Mayor

Elaine McCloskey 3/13/26
Elaine McCloskey
City Clerk

EFFECTIVE DATE: March 3, 2026

This legislation has been posted in accordance with the City Charter on this date 3/14/26
Elaine McCloskey
City Clerk





RETIREMENT AND REAPPOINTMENT AGREEMENT ADDENDUM

This Addendum to the Agreement for Retirement and Immediate Reappointment ("Agreement") is made by and between **Ronald M. Sallows ("Employee")** and **the City of Powell ("Powell")**.

WHEREAS, Employee and Powell previously entered into a Retirement and Reappointment Agreement dated February 5, 2024 ("Initial Agreement"); and

WHEREAS, Powell and Employee now mutually desire to continue Employee's reappointment under substantially similar terms and conditions, with certain updates as provided herein; and

WHEREAS, this Agreement is intended to continue the terms of the Initial Agreement and does not constitute a new hire, break in service, or restart of service time

NOW THEREFORE, in consideration of their mutual promises, Employee and Powell agree as follows:

1. Definitions. Specific terms used in this Agreement have the following meanings: (a) "Employee" includes Ronald M. Sallows and anyone who has or obtains any legal right or claims through them; and (b) "Powell" means the City of Powell, a municipal corporation, and all of its past and present council members, employees, agents, related entities, affiliates, insurers, employee benefit plans (and any fiduciary of such plans) sponsored by the aforesaid entities, and each of them, and each entities' subsidiaries, related entities, predecessors, successors, and assigns, and all other entities or persons who might be claimed to be liable, none of whom admit any liability to Employee and all of whom expressly deny any such liability to Employee.
2. The Obligations of Employee
 - a. Employee previously retired from employment with the City of Powell pursuant to the Retirement and Reappointment Agreement dated February 5, 2024 ("Initial Agreement"). Employee's reappointment and employment as Chief of Police has continued without interruption since that date. Accordingly, no new retirement action will occur under this Agreement, and Employee's employment and benefits status shall continue in accordance with this Agreement and applicable City policies.
 - b. Employee shall continue to serve as Chief of Police for the City of Powell effective March 3, 2026 and shall remain in that role until December 31, 2030 ("Expiration Date") or until relieved of duty by the City Manager (in his or her sole discretion), at which time Employee will agree to cease employment with Powell. All medical, dental, vision, and other benefits shall continue in accordance with City policy for the duration of Employee's continued employment. This employment period may be extended by mutual written agreement between the City Manager and Employee.
 - c. Employee fully and completely releases Powell (as defined above) from any and all claims, liabilities, promises, agreements, lawsuits (including claims for attorneys' fees, costs, back pay, front pay, or punitive and compensatory damages), and from any claim of any nature whatsoever, including those asserting individual liability, which has been or could have been asserted by them or on their behalf in any forum for circumstances

arising prior to the date of this Agreement, and from all liability whatsoever whether now known or unknown. This release also includes without limitation any and all claims of race, color, gender, national origin, ancestry, religion, disability, age or other discrimination, retaliation, or harassment under the Ohio Civil Rights Act, Chapter 4112 of the Ohio Revised Code (“ORC”), Section 4113.52 of the ORC (the “Whistleblower” Act), any similar or related statutes of any other state, Title VII of the Civil Rights Act, 42 USC Section 2000e (and sections following), the Employee Retirement Income Security Act, 29 USC Section 1001 (and sections following), the Reconstruction Era Civil Rights Act, 42 USC Section 1981 (and sections following), the Age Discrimination in Employment Act, 29 USC Section 621 (and sections following), the Americans with Disabilities Act, 29 USC Section 12101 (and sections following), the Family and Medical Leave Act, 29 USC Section 2601 (and sections following), the Worker Adjustment and Retraining Notification Act, 29 USC Section 2100 (and sections following), any related statutes of Ohio, or any other state. This release also includes claims based on a theory of breach of contract, promissory estoppel, wrongful termination, public policy, loss of consortium, or any other tort, whether such claims are known or unknown, which Employee now has, claims to have, or could have against Powell for circumstances arising out of or connected with Employee’s employment with Powell, the separation of Employee’s employment with Powell, or any other event or circumstance between Employee and Powell occurring prior to the Effective Date for this Agreement.

In addition, Employee agrees not to institute any lawsuit, claim, administrative action or other similar process against Powell for events occurring prior to the date of this Agreement, except that nothing in this Agreement shall be construed to prevent Employee from filing or fully participating in a charge or complaint filed with the EEOC the OCRC, or any other, similar federal, state, or local agency dealing with employee rights. However, by signing this Agreement, Employee waives their right to recover any damages or other relief from Powell in any claim or suit brought by or through any federal, state or local agency, or anyone else representing or purporting to represent Employee’s interests related to incidents arising prior to the date of this Agreement.

Nothing in this Agreement affects Employee’s eligibility for any pension or retirement benefits that Employee may be entitled to as result of their retirement and reappointment with Powell.

- d. Notwithstanding the foregoing obligations and restrictions, nothing in this Agreement shall prohibit or restrict, or is intended to prohibit or restrict, Employee from making any disclosure of information to the EEOC, the OCRC, or corresponding or similar state or federal agency or as otherwise required by law, court order, or subpoena.
- e. Employee hereby acknowledges and agrees that he is not entitled to any compensation or benefits of any kind or description from Powell other than those expressly provided in this Agreement. This includes, but is not limited to, any additional salary, reimbursement, vacation payout (except as provided herein), sick pay payout (except as permitted under City policy), salary continuation, incentive bonuses, advance payments, retention incentive, or vehicle allowance payments. Employee shall, however, remain eligible for severance compensation solely in the circumstance and in the amount described in the Termination and Severance section of this Agreement.

- f. Employee agrees to continue to perform the duties assigned to the best of the Employee's ability and in a competent, efficient, and satisfactory manner. Employee shall timely perform all duties to the best of their ability and in compliance with reasonable standards of performance, and shall devote Employee's full time and best efforts to the conduct of Powell.

3. The Obligations of Powell

If Employee signs this Agreement and does not execute the right to revoke as provided in paragraph 7(e), Powell will provide Employee with the following benefits:

- a. Employee's current vacation and sick leave balances shall continue without interruption. Employee shall continue to accrue vacation and sick leave in accordance with this Agreement and applicable City policies for the duration of his continued employment. Employee shall not be eligible to earn or accrue overtime or compensatory time.
- b. Upon Employee's separation from employment at the conclusion of this Agreement or upon earlier termination of employment, Powell shall pay Employee for all accrued but unused **vacation** leave at 100% of its value in accordance with City policy.
- c. **Employee** will continue to be credited two (2) eight (8) hour days of paid floating holidays at the beginning of each payroll calendar year.
- d. **Employee** will continue to be eligible to cash out sick leave pursuant to Powell's policy in effect at the end of each calendar year. Any sick leave balance remaining at the end of the Agreement will not be paid out upon termination.
- e. Employee will be eligible for the annual retention incentive pay based upon the original hire date of May 4, 1999, through the remainder of this Agreement.
- f. Employee shall continue to serve as Chief of Police effective [Effective Date of Continuation Agreement], subject to any annual pay rate adjustments approved for non-bargaining employees and applied in accordance with City policy.
- g. Employee and any dependents currently enrolled in the City's group medical, dental, and vision insurance programs shall continue to be covered in accordance with applicable City policies for the duration of Employee's employment with the City of Powell. Coverage will end upon Employee's separation from employment, consistent with City policy and applicable law (including COBRA continuation rights, if applicable).
- h. Employee understands that the terms and benefits of this Agreement shall not become effective or enforceable until the seven-day revocation period described in **Paragraph 7(e)** has expired without revocation. If Employee does not revoke this Agreement during that seven-day period, the Agreement shall become effective on the eighth (8th) day after Employee signs it (the "Effective Date"). Employee further acknowledges that this Agreement continues the terms of Employee's existing employment, and that ongoing compensation and benefits will continue during the revocation period in accordance with

City policy.

- i. Employee will continue to be permitted the use of a City-owned vehicle, in accordance with applicable City policies, for the duration of Employee's active employment with the City of Powell. The use of the City-owned vehicle shall cease upon Employee's separation from employment.

4. Termination and Severance

- a. Employee acknowledges and agrees that employment with the City of Powell shall continue to be at-will, and may be terminated by either party, with or without cause, and with or without notice, at any time.
- b. If Powell elects to terminate Employee's employment without cause before the Expiration Date of this Agreement, Powell shall provide Employee with six (6) months of severance pay, paid at Employee's then-current base salary rate. Severance shall be paid in the same manner as Employee's regular payroll schedule and shall be subject to applicable withholdings.
- c. If Employee is terminated for cause, Powell shall have no obligation to provide severance. "Cause" shall include, but is not limited to: violation of law, willful misconduct, material breach of policy, insubordination, dishonesty, or conduct unbecoming of a Chief of Police.
- d. If Employee voluntarily resigns before the expiration date, no severance shall be owed; however, Employee will be paid for accrued but unused vacation leave in accordance with City policy.
- e. Receipt of severance is contingent upon Employee executing a standard release of claims in favor of Powell in a form substantially similar to the release in this Agreement.

5. Relationship with Powell. During the period beginning [Effective Date of Continuation Agreement] and continuing through the end of this contract or Employee's termination of employment from the City of Powell, Employee will continue to serve as Chief of Police and will continue to mentor and train appropriate members of the Police Department to ensure continuity of operations. Employee will work collaboratively with the City Manager to support succession planning and to prepare for an effective transition of duties and responsibilities to a future Chief of Police.

6. This Agreement, together with the Retirement and Reappointment Agreement dated February 5, 2024 ("Initial Agreement"), constitutes the full and complete agreement between the parties. This Agreement is intended to continue and amend the Initial Agreement, and the Initial Agreement shall remain in full force and effect except to the extent specifically modified by this Agreement. Any modifications to this Agreement must be in writing and signed by both parties.

The parties acknowledge and agree that Employee's employment with the City of Powell has continued without interruption and that Employee shall remain an employee of the City of Powell pursuant to the terms and conditions of this Agreement and the Codified Ordinances and policies of the City of Powell. Employee shall continue to enjoy the rights, responsibilities, obligations, and privileges commonly associated with employment with a municipal corporation in Ohio, subject to the terms of this Agreement.

7. Consistent with the Older Workers' Benefits Protection Act and the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, Employee also acknowledges and recites that:

- a. The release contained in paragraph 2(c), above, includes claims for age discrimination under the Age Discrimination in Employment Act, 29 U.S.C. §621.
- b. By executing this Agreement, Employee is not waiving any rights or claims that may arise after the date that this Agreement is executed.
- c. Employee acknowledges that the severance benefits described in the Termination and Severance section of this Agreement constitute consideration to which Employee is not otherwise entitled and that such consideration is being provided in exchange for Employee's agreement to the terms of this Agreement, including the release of claims.
- d. Employee acknowledges that he has been advised, in writing, to consult with an attorney prior to signing this Agreement.
- e. Employee has 21 days from **DATE** to consider this agreement.
- f. For a period of seven days following Employee's execution of this Agreement, he may revoke this Agreement by providing notice of such revocation to Powell. Such notice shall be in writing and shall be delivered to:

City Manager
47 Hall Street
Powell, Ohio 43065

g. This Agreement shall not become effective or enforceable until the expiration of the seven-day revocation period described above, without revocation by Employee. The Agreement becomes effective on the eighth (8th) day after Employee signs it (the "Effective Date").

8. Employee understands that employment with the City of Powell remains **at-will**, meaning that either Employee or the City may terminate the employment relationship at any time, with or without cause, and with or without notice. However, if the City terminates Employee's employment without cause, Employee shall be entitled to severance as described in the Termination and Severance section of this Agreement.

9. Employee remains subject to all applicable City policies, procedures, ordinances, Charter provisions, and lawful directives, except where expressly modified by this Agreement.

10. This Agreement shall be governed by the law of the State of Ohio, without giving effect to the principles of conflicts of law. It may be enforced in the courts of the State of Ohio.
11. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, Employee may not assign, delegate or subcontract his rights or obligations under this Agreement except with the prior written consent of Powell.
13. In the event that either party to this Agreement breaches any promise made in this Agreement, and the other party successfully defends or pursues any charge, suit, complaint, claim or grievance to a final non-appealed or appealable level of resolution as a result thereof, the breaching party shall be liable to the non-breaching party for all damages, attorney's fees, expenses and costs (including discovery costs) incurred by it in defending or pursuing the same. This provision does not apply to any alleged challenge to the validity of an ADEA waiver herein.
14. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, that provision shall be modified by the court to the minimum extent necessary to make it enforceable, and all remaining provisions shall continue in full force and effect. If the release of claims contained in Paragraph 2(c) is found to be invalid, illegal, or unenforceable, the City's obligation to provide severance benefits shall be void, and Employee shall return any severance benefits already received.
15. The headings, if any, in this Agreement are included for convenience of reference only and shall not affect the interpretation of this Agreement.
16. It is the intent of the parties that the provisions of this Agreement be enforced to the fullest extent permitted by law. With the exception of Paragraph 2(c), above, in case any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable as written, the parties agree that the court shall modify and reform such provision to permit enforcement to the greatest extent permitted by law. In addition, with the exception of Paragraph 2(c), above, if any provision of this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby. In case Paragraph 2(c) of this Agreement shall be declared invalid, illegal, or unenforceable, this Agreement will therefore become invalid and unenforceable against either party.
17. The parties agree that the prevailing party in any action brought to enforce this Agreement will be entitled to recover reasonable attorneys' fees, costs and expenses, in addition to any damages awarded.
18. Employee states and admits that in executing this Agreement, he does not rely, and has not relied, upon any other representation or statement made by Powell, or by any of its agents, representatives, or attorneys, with regard to this Agreement.

BY SIGNING THIS AGREEMENT, EMPLOYEE HAS WAIVED ALL CLAIMS AGAINST THE CITY OF POWELL (INCLUDING WITHOUT LIMITATION ITS ELECTED AND APPOINTED

OFFICIALS AND ITS EMPLOYEES OR OTHER AGENTS), INCLUDING ALL CLAIMS FOR LOST WAGES, BENEFITS, COMPENSATORY DAMAGES, OR PAYMENT OF ATTORNEYS' FEES. EMPLOYEE CERTIFIES THAT HE IS ENTERING INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

THE CITY OF POWELL

By: _____
Andrew D. White
City Manager
City of Powell, Ohio

Ronald M. Sallows
Chief of Police
City of Powell, Ohio

Date: _____

Date: _____

Approved as to Form:

By: _____
Yazan S. Ashrawi
Law Director
City of Powell, Ohio

Date: _____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Powell, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Date: _____

Samantha Borchers
Finance Director
City of Powell, Ohio

