



RESOLUTION 2024-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHAMPLIN ARCHITECTURE FOR THE PURPOSE OF DEVELOPING THE FACILITIES MASTER PLAN.

WHEREAS, the City of Powell Council hereby determines it is in the best interest of the City to develop a comprehensive Facility Master Plan; and

WHEREAS, the City has recognized the pressing need for the renovation and expansion of its municipal facilities, including City Hall, the Police Department, and the Public Services Facility; and

WHEREAS, these critical structures, which have served the community for decades, are now facing issues of age-related deterioration and are increasingly inadequate to support the growing services the City aspires to provide the community; and

WHEREAS, the city issued a Request for Qualifications (RFQ) to seek the most qualified consultant to develop the Facilities Master Plan; and

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

WHEREAS, Council desires to authorize the City Manager to enter into such an agreement with Champlin Architecture beginning in January 2025, pending council approval of the 2025 budget request.

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


Section 1: That the City Manager is hereby authorized and directed to enter into a professional services agreement with Champlin Architecture, in a form acceptable to the Director of Law and in a contract amount of approximately \$211,500.00 plus a \$28,500 contingency for the development of a Facility Master Plan.

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.

City Council
Tom Counts, Mayor

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

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



Tom Counts
Mayor

11/6/24

Date

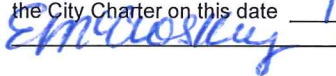


Elaine McCloskey
City Clerk

11/6/24

Date

EFFECTIVE DATE: November 6, 2024

This legislation has been posted in accordance with the City Charter on this date 11/7/2024


City Clerk



September 4, 2024
Revised September 13, 2024
Revised October 1, 2024

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

Re: Powell Facilities Master Plan

Dear Grant,

Champlin Architecture appreciates the opportunity to continue our relationship with the City of Powell. This proposal, as requested, is for professional services related to development of a Facilities Master Plan. Our A/E fee proposal includes the professional fees with assumptions, and a target schedule based on our discussions known about the project.

SCOPE OF WORK

The project is based on a scope of services as laid out in a Request for Qualifications (RFQ) issued May 31, 2024. The RFQ included requirements for the following objectives for the master plan:

- Facility condition assessment
- Facility needs assessment
- Facility master plan and strategy
- Public and City Council engagement

The City of Powell intends to focus the assessments on three of its existing buildings: City Hall, the Police Department, and the Public Service/Parks complex.

Previous master plan studies and assessments have been conducted or are ongoing. It is the City of Powell's intent that these other efforts be used a foundation and/or taken into account as part of the development of the master plan that is expected as a result of this effort.

Several planning efforts have been undertaken in the recent past and are to form a foundation for this effort. Master planning efforts that are ongoing or recently completed are particularly important to analyze and understand as many of the values and priorities are likely still valid and can be applied to this effort. Older master planning exercises provide context and data points allowing for the entire team to understand the trends that the City of Powell has seen and whether those trends align with previously made assumptions. The analysis of previous planning efforts will include reading previous master planning reports and distilling the major

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themes and moves suggested by them in order to compare those moves with the projects that were actually undertaken. A deeper dive into the deviations, if any, from the previous plans can be explored for a deeper understanding. Previous and ongoing studies as we understand them include:

- 2005 Facilities Needs Assessment
- 2015 Comprehensive Plan Update
- 2021 Conceptual Studies Update for City Hall, the Lechler Building, and the Service Center
- 2024 Parks and Recreation Masterplan
- 2024 Village Green Redevelopment Plan
- 2024 Lechler Building Renovation Project

Many of these ongoing planning efforts overlap with potential efforts to be undertaken as part of this facilities master plan. The Design Team will need to understand decisions previously made and how to integrate those decisions, if applicable, or refer to other planning efforts, if appropriate. Some questions we will need to resolve as part of this project include (note that this is not intended to be an exhaustive list):

- What is the planned scope of renovation to the Lechler Building? Our understanding is renovations to this building will be completed. But, the master plan is to include an understanding of the function contained within the Lechler Building and is to include tactics for the future combination of that function with others that can offer synergies/efficiencies as well as ideas for the use of the property.
- City Hall and the Police Department are within the Village Green. What are the planned modifications to the Village Green? Do those suggested development ideas take into account expansion and/or relocation of the City Hall/Police Department building?
- The Service Center renovation or relocation is a point of discussion within the Parks & Recreation Master Plan. Coordination between these two efforts will be required.

SCOPE OF SERVICES

Champlin Architecture will provide the following services and documentation:

1. Consultant design & planning services will be required for this project. Champlin has solicited proposals for services from the team assembled to provide master and concept planning. Expected disciplines required are:
 - a. Structural – Korda/Nemeth Engineering, Inc.
 - b. Mechanical – Korda/Nemeth Engineering, Inc.
 - c. Electrical – Korda/Nemeth Engineering, Inc.
 - d. Plumbing – Korda/Nemeth Engineering, Inc.
 - e. Fire Protection – Korda/Nemeth Engineering, Inc.
 - f. Civil – The Kleingers Group
 - g. Landscape – MKSK



2. Facility Condition Assessment (+/- 8 weeks)

- a. The intent of this phase is to gather data as will be necessary to develop a master planning report in a future phase. To accomplish this, we will start with a review of the goals and objectives as envisioned by Powell's core steering committee for the plan. This will occur at a kick-off meeting that will end with a tour of a selected set of facilities by all consultants as a way to orient the team to the goals for the project.
- b. We will review documentation of the existing buildings provided by you to Champlin. This documentation is expected to include original building drawings, some drawings from various additions and renovations, and CAD files of buildings where available. However, if CAD files and/or original building construction drawings do not exist, we have not included the detailed field measurement work needed to create existing conditions floor plans from scratch.
- c. Mechanical, electrical, and plumbing systems will be investigated related to capacities, age, energy efficiency and a general need for improvement. An asset inventory identifying equipment type, location, function, manufacturer, model number, age, expected remaining lifespan will be created and included in the final report.
- d. Structural elements will be observed without removing any architectural elements. Existing structural drawings will be reviewed to understand the design intent of the structure and whether they were appropriately designed for current and proposed uses.
- e. The deliverable report is expected to include a rating system that is developed through discussion with the steering committee.
- f. A magnitude of cost related to expected repairs, replacements, or renovations is also to be included in the report.

3. Facility Needs Assessment (+/- 10 weeks)

- a. Develop a written survey for distribution to department heads (and others as you determine appropriate). Survey content to include questions on current needs as well as projected needs related to staffing, storage, and public interaction over a defined period of time. Based on the RFQ, we believe the stakeholders to be surveyed include City Council, the City Manager's office, all staff at City Hall, the Police Department, the Public Service Department, and the Parks and Recreation Department. For the purposes of this proposal, we have included these departments and two others (for a total of 8) to be included in the data gathering/survey process.
- b. Collect survey responses and develop follow-up questions. Conduct interviews with all department respondents.
- c. Tour facilities and departments as part of the interview process. Tours will be used to conduct a cursory review of the accuracy of the documentation and CAD files provided to Champlin. The intent is to verify accuracy to a level appropriate for master planning.



- d. The deliverable report at the completion of this phase is expected to include detailed programming for each subject facility along current and projected space needs.
4. Facility Master Plan and Strategy (+/- 16 weeks)
- a. Provide recommendations for architectural facility improvements. These recommendations may appear on drawings, in narrative form, or a combination of both. We expect that buildings may have a list of improvements that can be described in narrative form. As requested in the RFQ, we have included programming and space planning for City Hall, the Police Department and the Parks & Recreation Service complex.
 - b. There are some special considerations that will be important to ask and answer during the Master Plan & Strategy process. We do not know the answers at this point, but we are interested in asking questions and learning more. These considerations include:
 - i. Service Building – The interiors of this building were recently renovated. The combined effort of Champlin & MKSK through the Parks Master Plan has begun to show that the location of this building in Adventure Park may not be ideal. In addition, the exterior envelope of the building will require investment in the near future. Coordinated exploration of the location, size, and function of this building and its impacts on the growth of uses for Adventure Park will be critical. Evaluations that will have impact on whether relocation or renovation is suggested include will also include review of existing mechanical and electrical equipment to determine age, capacity for proposed use, code compliance, and whether or not the system is essentially obsolete (for example use of outdated refrigerants or incandescent lighting).
 - ii. Lechler Building – Our understanding is that a minimum investment is currently underway to address some basic issues related to water infiltration. The building/site sits at a gateway to Powell. Questions related to what the actual function needs to be on this site (whether or not the current function is appropriate) will need to be explored. Additionally, there may be some efficiencies gained by combining current storage and function with another facility (for example the Service Building) elsewhere within the city limits.
 - c. It is anticipated that alternate locations may be considered as part of the master planning process and the recommendations are to include schematic level site and building layouts, if appropriate. We anticipate including schematic level floor plans that show the functional layout of rooms and spaces as well as a rendering of the potential facility from a key public view as part of the master planning process. The intent of the concept plan will be to demonstrate, through the use of diagramming, the purpose of the suggested renovation or new facility and how that plan supports the growth of the City's personnel and/or services. A rendering would drive public engagement as recommendations move from strategic planning towards implementation. These graphic representations typically supplement narratives that discuss why building planning or appearance choices



are made. For the purposes of this proposal, we have assumed that potential alternative locations to be planned at a concept level will be limited no more than three (3).

- d. Concept level cost estimating for suggested renovations or new facilities will also be included as part of the final deliverable report.

5. Other Services

- a. We anticipate presentations to city staff, city council, and the overall community at appropriate stages of the process. For the purposes of this proposal, it is assumed that results of each stage will be presented to City Council and that two (2) community presentations will be required.

SCHEDULE

Our understanding from the RFQ is that services are expected to begin in January 2025 and be completed by December 2025. Below is a schedule based on durations in weeks along with milestones related to deliverables and projected meetings:

Kick Off Meeting

Facility Condition Assessment (8 weeks)

Base Plan Development – Weeks 1 and 2

Rating System Meeting

Condition Assessment Site Visits – Weeks 3, 4, and 5

Facilities Maintenance Staff Meeting (MEP systems)

Condition Database Creation – Week 6

Condition Assessment Deliverable Report – Weeks 7 and 8

Report Presentation Meeting

Facility Needs Assessment (10 weeks)

Develop Survey Tool – Week 1

Survey Discussion Meeting

Survey Distribution & Response – Weeks 2 and 3

Survey Review – Week 4

Follow-up Interviews and Site Tours – Weeks 5 and 6

Program Development – Week 7

Departmental Progress Meetings – Week 8

Program Revision – Week 9

Program Needs Deliverable Report – Week 10

Report Presentation Meeting to City Council

Facility Master Plan & Strategy (16 weeks)

Master Planning Kick-off Meeting

Review Previous Master Planning Work – Week 1



Preliminary Recommendations Development – Weeks 2 and 3
 Presentation to Staff
 Recommendation Revisions – Week 3
 Presentation to Staff
 Draft Presentation to City Council
 Recommendation Revisions – Week 4 and 5
 Presentation to Staff
 Community Engagement Preparation and Meeting – Week 6
 Recommendation Revisions – Week 7 and 8
 Presentation to Staff
 Concept Floor Plan Design – Week 9, 10 and 11
 Presentation to Staff
 Revisions to Concept Planning – Week 12
 Presentation to Staff
 Renderings Preparation – Weeks 13 and 14
 Development of Final Report – Weeks 15 and 16
 Final Presentation to Staff
 Final Presentation to City Council

A/E FEE PROPOSAL

Facility Condition Assessment	\$37,400
Facility Needs Assessment	\$80,020
Facility Master Plan and Strategy.....	\$92,080
Total Base Services	\$209,500
 Expense allowance (Billed only as needed).....	 \$ 2,000

ASSUMPTIONS

1. Expense allowances to include, but not limited to; review printing, misc., mileage, drawing mounting, etc. and will be invoiced at 1.10.
2. Any additional services requested or outlined outside the scope of services here-in to be completed on an hourly basis at time of services. Consultants, as required, to be invoiced at 1.15 multiplier.
3. Formal reviews with approvals by Powell are to be expected at completion of each task as outlined above. Any review comments are to be provided within 10 working days while design team continues with report development.

Our design team is very excited about this project and respects the opportunity we have to continue our relationship with the City of Powell. If you have any questions please let me know.



Sincerely,
Champlin Architecture

Michael K. Murphy
Principal



Approval to Proceed

Date



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this ___ day of ___, 202_ ("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 Champlin /Haupt Architects, Inc. dba Champlin Architecture| EOP Architects ("Service Provider"), with an office and principal place of business located at 720 East Pete Rose Way, Suite 140, Cincinnati, OH 45202.

Recitals

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

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

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

Provisions

I. Performance of the Services. Service Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form.
- C. Give prompt notice to Powell should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Powell after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Powell. Powell shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.

D. Give prompt notice to the Service Provider should Powell observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the 1st day of January, 2025, and shall terminate on the 31 day of December, 2026. Powell may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Powell prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

A. Service Provider shall be compensated 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. 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/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, Professional Liability 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".

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: 31-0945295.
- 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 D. White, City Manager

Vendor

BY: _____ Date _____
Michael K. Murphy, Principal

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