

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2024**

**THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:**

**Present:**  
**Gary Merrell, President**  
**Barb Lewis, Vice President**  
**Jeff Benton, Commissioner**

**10:00 A.M. Hearing for Consideration of the Drainage Improvement Petition for the Felkner #302 Watershed (2024)**

**1  
RESOLUTION NO. 24-599**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 1, 2024:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on August 1, 2024; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                      Mrs. Lewis Aye                      Mr. Merrell Aye                      Mr. Benton Aye

**2  
PUBLIC COMMENT**

**3  
RESOLUTION NO. 24-600**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0802:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve Then and Now Certificates, payment of warrants in batch numbers CMAPR0802, and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			

<b>PR Number</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Account</b>	<b>Amount</b>
R2403996	BRICKER GRAYDON LLP	PREPARATION OF CONSTRUCTION MANAGER AT RISK AND	42011440 - 5410	\$ 12,000.00
R2403997	BYERS MINTON & ASSOCIATES LLC	GOVERNMENT AFFAIRS CONSULTING	10011102 - 5301	\$ 60,000.00
R2404084	GARLAND/DBS INC	OECC BUILDING PROJECT - 2024 PHASE - RESOLUTION	66211900 - 5410	\$ 46,732.00

Vote on Motion                      Mr. Merrell Aye                      Mrs. Lewis Aye                      Mr. Benton Aye

**4  
RESOLUTION NO. 24-601**

**IN THE MATTER OF DESIGNATING AUGUST, 2024 AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, all children deserve a chance to thrive in life, and the Delaware County Child Support Enforcement Agency aims to promote economic stability and positive family outcomes through the Agency’s child support program; and

WHEREAS, the Delaware County Child Support Enforcement Agency promotes parental responsibility so that children receive support from both parents even when they live in separate households, and the Agency is

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committed to helping families access community resources and programs to overcome barriers to paying child support; and

WHEREAS, the Delaware County Child Support Enforcement Agency is dedicated to working with families to establish paternity and set child support orders, and understands that emotional and financial support are key to children’s physical and mental health; and

WHEREAS, the Delaware County Child Support Enforcement Agency appreciates Agency staff for their hard work and commitment to ensuring that children receive the support they deserve; and

WHEREAS, through the leadership of Delaware County Child Support Enforcement Agency, many children’s lives are brighter because of our employees’ commitment:

- Delaware County CSEA collected \$ 22,423,263.68 in support during 2023.
- Our Agency provides services for 5,467 children on 4,036 cases.
- In 2024, our Agency’s child support collections on current support have consistently been the highest in the State, at an average of 84.75%
- Delaware County CSEA collected on 74.19% of cases with child support arrears in the month of June 2024.

WHEREAS, the Delaware County Child Support Enforcement Agency promotes Child Support Awareness Month by recognizing the dedicated parents, families, other county agencies and community partners that care about Delaware County’s children and are committed to their well-being; and

NOW, THEREFORE, WE, the Delaware County Board of Commissioners of Delaware County, Ohio, do hereby designate, in conjunction with the State of Ohio, AUGUST 2024 CHILD SUPPORT AWARENESS MONTH.

Vote on Motion            Mr. Benton Aye            Mr. Merrell Aye            Mrs. Lewis Aye

**5  
RESOLUTION NO. 24-602**

**IN THE MATTER OF A TRANSFER OF FUNDS:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

<b>Transfer of Funds</b>		
<b>From:</b>	<b>To:</b>	
10011102-5801	42011438-4601	833,702.42
Commissioners General/Cash Transfer	Capital Improvements Reserve/Interfund Revenues	
10011102-5801	42011438-4601	425,348.75
Commissioners General/Cash Transfer	Capital Improvements Reserve/Interfund Revenues	
10011102-5801	42411477-4601	2,500,000.00
Commissioners General/Miscellaneous Cash Transfers	Capital Facility/Interfund Revenues	
10011102-5801	28631355-4601	34,880.61
Commissioners General/Miscellaneous Cash Transfers	LEAP Forward 2023/Interfund Revenues	

Vote on Motion            Mr. Benton Aye            Mr. Merrell Aye            Mrs. Lewis Aye

**6  
RESOLUTION NO. 24-603**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MEACHAM & APEL ARCHITECTS INC. D.B.A. MA DESIGN FOR PROFESSIONAL ARCHITECTURAL/-ENGINEERING DESIGN SERVICES FOR THE RENOVATION OF THE COUNTY’S FACILITY AT 1405 US RTE. 23 NORTH DELAWARE, OHIO, FOR PURPOSES OF THE DELAWARE COUNTY BOARD OF ELECTIONS WILLIS BUILDING RENOVATION:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, the Director of Facilities recommends approval of the Professional Services Agreement by and between the Delaware County Board of Commissioners and Meacham & Apel Architects Inc. D.B.A. MA

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Design for Professional Architectural/-Engineering Design Services for the renovation of the County’s Facility at 1405 US Rte. 23 North Delaware, Ohio, for purposes of the Delaware County Board of Elections Willis Building Renovation;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following Professional Services Agreement by and between the Delaware County Board of Commissioners and Meacham & Apel Architects Inc. D.B.A. MA Design for Professional Architectural/-Engineering Design Services for the renovation of the County’s Facility at 1405 US Rte. 23 North Delaware, Ohio, for purposes of the Delaware County Board of Elections Willis Building Renovation:

**PROFESSIONAL SERVICES AGREEMENT**

June 17, 2024 – revised June 26, 2024

Delaware County Board of Commissioners/ Delaware County Facilities 1405 US Rte. 23 North Delaware, Ohio 43015

Attention: Jon Melvin, Director of Facilities Reference:  
Proposal for Willis Building Renovation Project #:  
M23042

Dear Jon,

MA Design is pleased to submit for your consideration our proposal to provide architectural services for the above referenced project.

Based upon our ongoing conversations. we understand the size and scope of the project to be as follows:

Location:	Project Location
Project Use Group(s) & Occupancy: and Standing Space Assembly	Business, Storage
Scope of Work Area: B= 28,679)	52,981 SF (S-1= 24,201; A-3 &
Number of Floors:	1
Estimated Construction Cost:	(TBD at end of Phase 1)
Estimated Contract Start Date:	6/1/2024
Estimated Duration of A/E Services:	16 weeks for Phase 1

**PROJECT DESCRIPTION**

Professional services are anticipated to include architecture, interior design, civil engineering, structural engineering, and MEPT engineering. MA Design will provide pre- design, conceptual design and design development services for Delaware County as Phase 1 design, at which point full A/E services for Phase 2 design would be determined based on the project budget, scope and size determined during the Phase 1 services. Phase 2 design services would include Documents, Bidding, and Construction Administration with fees to be determined based on a project budget and scope developed in Phase 1.

Predesign services would begin with space planning, based upon previously provided Schematic Design plans and drawings for the expansion of the Delaware County Board of Elections Offices. The expansion is intended to better support in person voting and securely warehouse voting equipment. Both of these activities will be housed in a recently vacated Mercantile space immediately adjacent to the current BOE offices. The space planning exercise will confirm assumptions made in this prior study, with the current BOE team. Upon confirmation of the space planning and programming, MA will lead the team through schematic design described below under Phase 1.

It is expected, and this design fee includes the replacement of an existing RTU mechanical system for the recently vacated space. If an alternate mechanical system needs to be considered, design fees will need to adjust to reflect that subsequent work.

Additionally, this renovation expands the BOE office space and support areas as well as the records department office space and support areas. These areas are expected to utilize the existing mechanical system in place. Restrooms will be expanded and the break area will be relocated. Safe roof and mechanical mezzanine access will be designed as part of this scope of work.

Exterior updates that align with previous schematic design concept drawings may be part of this scope of work, if budget allows. These include new storefront entrances, canopies, bump outs and accessibility upgrades to existing sidewalks if/as budget allows. These improvements may be not be developed in DD if the SD budget is trending high.

**OUR SERVICES**

Our professional services are divided between Basic Services and Supplemental Service. Basic services include:

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- Architecture and Interior Design
- Structural Engineering
- Civil Engineering (as needed based on budget determined in Phase 1)
- Mechanical, Electrical, Plumbing Engineering and Fire Protection Criteria Design

Supplemental services included for this project include:

- Furniture Package Design Coordination
- Furniture Construction Administration
- ~~Exterior Signage Design Coordination~~
- Experiential Design and Wayfinding

**BASIC SERVICES**

Basic Services are provided during the proposed phases listed below. Supplemental Services that may be performed during some or all of these phases.

PRE-DESIGN PHASE BASIC SERVICES AND TASKS (PHASE 1)

- Kick off Meeting: Meet with key stakeholders to review process, schedule, key objectives, and staff interview questions.
- Programming – Reprogramming of facility areas, space requirements, relationship of areas, number and relationships of existing and future personnel, residents, flexibility and expandability, special equipment or security systems, etc.
- Meetings and Presentations – Attend up to two (2) meetings, as directed by the Client.

CONCEPT DESIGN PHASE BASIC SERVICES AND TASKS (PHASE 1)

- Concept Design - Based on the program agreed upon with the Client, MA Design will prepare and present a Conceptual Design illustrating the scale and relationship of the Project components. Based on the Client's approval of the Conceptual Design, MA Design will prepare Schematic Design Documents for the Client's approval that consist of the Items listed below as deliverables
  - Drawings and other documents including preliminary plans (test fit plans) and elevations.
  - Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- Meetings and Presentations – Attend up to two (2) meetings to review design progress, and solicit feedback from stakeholders.
- Deliverables – Architectural drawings and other documents including a line drawing site plan, if appropriate, and preliminary building plans, and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. An exterior materials board will be provided for review and approval by the Client. Structural engineering narrative describing approach to foundations and framing will also be provided. MEP narrative describing approach to MEP systems will also be provided.

DESIGN DEVELOPMENT PHASE BASIC SERVICES AND TASKS (PHASE 1)

- Design Development - Based on the Client's approval of the Schematic Design Documents, prepare Design Development Documents and submit to the Client for Approval. The Design Development Documents will illustrate and describe the development of the approved Schematic Design Documents and will consist of the items in the deliverables section below.
- Meetings and Presentations – Attend a total of six (6) meetings to review design progress, and solicit feedback from stakeholders.
- Deliverables – Drawings and other documents including plans, sections, elevations, interior design concepts, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, civil, landscape structural, mechanical and electrical systems, and such other elements as may be appropriate. Outline specifications that identify major materials and systems and establish in general their quality levels. Structural engineering framing plans and civil engineering drawings, if required to convey design intent. Updated MEP narratives, calculations and conceptual drawings. An interior materials 11x17 design package will be provided for review and approval by the Client.

CONSTRUCTION DOCUMENT PHASE BASIC SERVICES AND TASKS (PHASE 2 TBD)

- Construction Documents - Based on the Client's approval of the Design Development Documents, MA Design will prepare Construction Documents that illustrate and describe the further development of the approved Design Development Drawings. Construction Documents shall consist of Drawings and Specifications as outlined in the Deliverables section below and shall:
  - Set forth in customary detail the quality levels of materials and systems and other requirements for the construction of the Work.
  - Meetings and Presentations – Attend up to six (6) meetings to review design progress, and solicit feedback from stakeholders.
  - Deliverables (anticipated but TBD at the end of Phase 1 services)
  - Architecture and Interior Design - Architectural drawings and specifications prepared and detailed to convey to the size, scope, and construction requirements of the Project's design, including:
    - Architectural Site Plan showing general intent and layout
    - Floor & Ceiling Plans
    - Roof Plan

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- Exterior building elevations
- Wall sections
- Interior elevations and details or appropriate spaces and items
- Light Fixture Selection
- Specialty Millwork
- Integration of design intent related to the Client's Brand and overall design intent of the project
- Room Finish Schedule
- Door and Window Schedules and Details
- Project Specifications
- Code-mandated building envelope energy calculations
- Civil Engineering - Civil Engineering drawings and specifications prepared and detailed to convey to the size, scope, and construction requirements of the Project's design, including:
  - Site Layout locating the proposed structure(s) and pavement on the site.
  - Connection to existing public utilities.
- Structural Engineering - Structural drawings and specifications prepared and detailed along with necessary calculations to set forth the structural construction requirements of the project, including:
  - Foundations
  - Slabs on Grade
  - Wall Framing
  - Shoring, Reinforcement, or other modifications to an existing structure
- Fire Protection Performance Specifications - Schematic plans (if required) and written performance specs detailed to convey design intent. Hydraulic calculations and final engineered drawings must be completed by the Fire Suppression Subcontractor and are therefore not included in this proposal.
- Plumbing Engineering - Drawings, details, and specifications, and calculations required to convey to the size, scope, and construction requirements of the Project's design inside and within 5' of the proposes structure(s), including:
  - Domestic Water metering and distribution
  - Roof drains, leaders, and connection to site storm piping designed by the Civil Engineer
  - Sanitary lines
- Heating and Ventilation Engineering - Drawings, details, and specifications, and calculations required to convey to the size, scope, and construction requirements of the Project's design, including:
  - Heating
  - Ventilation
  - Air Conditioning
  - Code-mandated energy calculations
- Electrical Engineering - Drawings, details, and specifications, and calculations required to convey to the size, scope, and construction requirements of the Project's design, including:
  - Electrical distribution
  - Lighting
  - Exit and Egress Lighting
  - Fire Detection / Alarm Layout
  - Standby and Emergency Power using the existing generator and existing transfer switches
  - Teledata locations (teledata design by Client's consultant)
  - Code-mandated lighting calculation
- Opinion of Probable Cost- Complete a quantity take off of major project components and utilize labor and material rates published by R.S. Means to create a detailed Architect's Opinion of Probable Cost. Create the Opinion of Probable Cost at the close of the Phase 1 Design Development stage for use in proposing the project design and fees for Phase 2 services.

**PROCUREMENT PHASE BASIC SERVICES AND TASKS (PHASE 2 TBD)**

- Permitting - Respond to and communicate design requirements of governmental authorities having jurisdiction over the Project within the Architectural scope of the project. MA Design will submit the following:
  - Application and contract documents to the local Building Department.
  - Contractor Selection – MA Design will assist the Client in establishing a list of prospective contractors.
  - Soliciting Bids - Following the Client's approval of the Construction Documents, MA Design will assist the Client in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.
  - Competitively Bid Projects - Scope of services during this phase to include:
    - Procure the reproduction of bid documents for distribution to prospective bidders.
    - Distribute the Bidding Documents to prospective bidders
    - Organize and conducted a pre-bid conference for prospective bidders

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- Prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.
- Organize and conduct the opening of the bids and subsequently document and distribute the bidding results as directed by the Client.
- MA Design will consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**CONSTRUCTION PHASE BASIC SERVICES AND TASKS (PHASE 2 TBD)**

Our construction administration fee is based upon our estimate on how much time is required to manage and respond to the contractor's needs during construction. Our scope of services is also based upon the construction documents as approved for bidding and permit approval. Any Client directed changes during construction will be considered as an additional design service with additional fees required; design changes that affect the scope of work are not included in construction administration.

Services provided during this phase are primarily conducted within our office and the only time on site is for regular scheduled meetings with the general contractor. All other services and time spent during this phase are within our office.

Our estimated time is based on the following typical activities, the approximate construction duration, and our assumptions based upon previous experiences with similar building types, construction delivery type and the degree of complexity for the project.

**Description of services**

1. Weekly on-site construction meetings with the GC and sub-contractors
2. Monthly field observation reports.
3. Responding to RFIs issued by the general contractor.
4. Review and processing of shop drawings submitted to the A/E team by the GC.
5. Project Manager's time for general coordination and communications with the GC.
6. Review and processing of the monthly Applications for Payment.
7. Punchlist
8. Certificate of Substantial Completion
9. Record Drawings and Closeout
10. 11-month warranty walk-through

Construction duration for the project is estimated to be: # of weeks TBD

Total CA hours included in this contract: TBD

The Architect's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives and shall not be responsible for the variations proposed or implemented by the Contractor. The Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Prior to the start of construction, we recommend a pre-construction meeting with the Client, Contractor and Architect to review the services that are included in our fees so that all parties understand what is included in our contract and what is not included. We reserve the right for additional services in the event that the Contractor requires more of our time than what we included in our proposal. Excessive RFI's, emails and phone call communications generated by the Contractor have a direct impact on our fees and our scope.

**SUPPLEMENTAL SERVICES**

**EXPERIENTIAL DESIGN AND BRANDING - GROUNDWORK CHARRETTE (PHASE 1)**

- Experiential Design – Experiential Design (XD) is the art of integrating the Client's brand or desired storytelling in impactful areas throughout the space.
- Groundwork – MA Design and the Client meet to discuss brand/culture, goals, priorities, expectations, and locations of experiences within the space. In this meeting, MA Design and the Client will also review inspiration images to determine overall look and feel.
- After the groundwork meeting, MA will provide:
  - Floorplan providing visitor and/or employee paths determined in charrette.
  - Decided areas of impact and their stories and/or brand elements.
  - A proposal outlining the XD scope and design descriptions for each location determined with the client in the charrette.

**EXPERIENTIAL DESIGN AND BRANDING (PHASE 2 TBD)**

- Preliminary Design – MA Design will develop a proposal for continuing Experiential Design and Branding services anticipated to include Exterior and Interior signage, wayfinding, room identification, directional/information signage, and wall graphics. Scope to be TBD at the start of Phase 2 services.

**FURNITURE PLANNING AND COORDINATION**

- Furniture Design Package (Coordination): Based on the preliminary furniture plans completed during the programming and schematic design phase, MA Design will:
  - Meet with the Client and the Client's Vendor to understand the function of each space

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- and storage needs and coordinate the vendor information with our space planning.
- o Existing Furniture Integration- MA Design inventoried existing furniture during the previous pre-design and schematic design phases of this project to the extent that they can verify the new floor plans will support its relocation.
- The Clients Vendor will need to field verify all existing workstation furniture to be relocated and confirm if/that supplementary pieces and parts will be required to accommodate the re-configuration
- If additional inventory of existing furniture is needed, MA Design will present an additional service fee to the Client based upon proposed quantities.
- o Review Vendor furniture plan and visuals package with the client to finalize direction
- o Aid vendor in making furniture selections based on their initial recommendations
- o Review fabrics and finishes for design intent once furniture selections have been made
- o Review pricing and final proposals for order. Once proposals are finalized, the client will work directly with the selected vendor(s) to finalize contracts and place orders.
- o Fee anticipates 4 Vendor coordination meetings
- o Fee anticipates 2 Owner Departmental coordination meetings. 2 Meetings for the Board of Elections and 2 meetings for the Records Department
- o Fee anticipates that high density storage and high bay storage components will be contracted out separately.
- MA to coordinate finish selections
- MA to provide drawings showing updated locations and proposed sizes as well as a narrative of requested updates.
- o Furniture Construction Administration:
- o Respond to RFI and shop drawings issued by the vendor(s).
- o Visit the site up to two times to observe installation.
- o Document punch list items and coordinate with selected vendor(s) to correct any damaged or incorrect product

**EXTERIOR SIGNAGE DESIGN COORDINATION**

- o ~~Exterior Site Signage Coordination Coordination of design with signage contractor. Excludes design of signage or structural design of connections to wall or foundations.~~
- o ~~Signage Approval Assistance Submit proposed signage design to local zoning authorities and represent the Client at (1) public hearing if required for approval.~~

*Architect's services shall be limited to those expressly set forth above, and Architect shall have no other obligations or responsibilities for the Project except as agreed in writing or as provided in this agreement.*

**FEES**

We propose to furnish the above Services for the following fee:

**BASIC SERVICES**

**PHASE 1**

**Pre-Design Space Planning**

*Architecture and Interior Design \$ 6,000*

**Schematic Design**

*Architecture and Interior Design \$ 8,000*

*MEP/FP Engineering \$ 16,000*

**Design Development**

<i>Architecture and Interior Design</i>	<i>\$ 50,000</i>
<i>Structural Engineering</i>	<i>\$ 5,000</i>
<i>MEP/FP Engineering</i>	<i>\$ 80,000</i>
<i>Civil Engineering</i>	<i>\$ 5,000</i>

**PHASE 2 (FEES TBD)**

**Construction Documents**

*Architecture and Interior Design*

*Structural Engineering*

*MEP/FP Engineering*

*Civil Engineering*

**Procurement**

*Architecture and Interior Design*

*MEP/FP Engineering*

*Construction Administration*

*Architecture and Interior Design*

*Structural Engineering MEP/FP Engineering*

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**BASIC SERVICES SUBTOTAL** **\$170,000**

**SUPPLEMENTAL SERVICES**

Furniture Package Design Coordination (Hourly NTE)	\$ 7,000
Furniture CA (Fees TBD)	\$ TBD
<del>Exterior Signage Coordination</del>	<del>\$ 5,000</del>
Experiential Design – Groundwork Charrette	\$ 2,200
Experiential Design – Full Services (Fees TBD)	\$ TBD

**SUPPLEMENTAL SERVICES SUBTOTAL** **\$ 9,200**

**GRAND TOTAL** **\$179,200**

**ADDITIONAL SERVICES**

AD001 Design changes after CDs begin	\$ HOURLY
AD002 Additional graphics beyond scope	\$ PER RENDERING
AD003 Meetings beyond scope	\$ HOURLY

**MA DESIGN HOURLY RATES:**

Managing Principal	\$285	Sr. Designer II	\$220
Sr. Principal	\$260	Sr. Designer I	\$200
Principal	\$240	Designer II	\$160
Studio Lead	\$215	Designer I	\$155
Director I	\$200	Sr. Interior Designer II	\$170
Sr. Project Manager II	\$215	Sr. Interior Designer I	\$145
Sr. Project Manager I	\$190	Interior Designer II	\$130
Sr. Project Architect II	\$180	Interior Designer I	\$110
Sr. Project Architect I	\$160	Director of Marketing	\$185
Sr. Project Captain II	\$160	Sr. Marketing Spec.	\$150
Sr. Project Captain I	\$140	Graphic Design Lead	\$135
Project Manager II	\$165	Graphic Designer	\$115
Project Manager I	\$150	Sr. Visualization Artist	\$135
Project Architect II	\$155	Visualization Artist	\$115
Project Architect I	\$145	Media & Tech Lead	\$150
Project Captain I	\$130	Media & Tech Spec.	\$100
Project Captain II	\$150	Brand Strategist	\$110
Project Coordinator II	\$115	Experiential Design Lead	\$150
Project Coordinator I	\$105	Experiential Designer	\$135
Modeler	\$90	Administrator	\$100

**CLIENT PAYMENT POLICIES**

1. Fees will be invoiced on a monthly basis.
2. MA Design reserves the right to stop work on any project with past due invoices. “Work” includes correspondences and phone inquiries.
3. If past due invoices are not resolved promptly, we may require payment in full plus accrued interest as well as a payment advance for the remaining work.
4. If work is stopped on a project due to past invoices, any scheduled completion dates are no longer valid without a change to our scope of services and fees for expedited work.
5. Until final payment is received all work products remain the property of MA Design.

**INVOICING & REIMBURSED EXPENSES**

Fees do not include any sales/professional service tax. If sales/professional service tax is required by a governmental agency, this tax will be a pass-through expense at the actual rate of the tax.

Fees based upon the amount of work completed, along with the following reimbursable expenses incurred (if any), will be billed monthly. Reimbursable expenses will be billed at 110% of actual amounts.

1. Delivery, courier, shipping charges.
2. Reprographic services, including in-house printing and document coordination.
3. Out of town travel expenses / mileage over 50 miles one way and a per diem sustenance fee.
4. Renderings, models, mock-ups required by the Client.
5. Fees paid for securing approval of authorities having jurisdiction over the Project, if paid by the Architect.
6. Software subscriptions and other out of pocket expenses directly attributable to the Project.

Invoices for services will be sent monthly based upon the amount of work completed and are due and payable within thirty (30) days of the date of the invoice. All invoices not paid in full will be assessed interest at the rate of 12% per annum.



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The above fees cover normal coordination with the Client and our consultants, governmental agencies and other participating entities, including the Client's separately retained consultants, if any, during the performance of our Scope of Services. Should any work not within our Scope of Services or the services of our consultants provided hereunder be requested, MA Design and/or their consultants will perform these services pursuant to a contract modification signed by Client and MA Design at the Architects current hourly rates or as charged by the consultant, plus 10%.

**ADDITIONAL SERVICES**

The following items are not included in our proposed scope of Basic Services. At the Client's request, and pursuant to a contract modification signed by Client and MA Design, they can be provided by our office as Additional Services. Additional services bill rates will be the rates that are in affect at the time the services are provided.

1. Services of consultants other than those designated under the Basic Services above.
2. Further development of programming information if the information provided by the Client is deemed inadequate or incomplete.
3. Design changes made after the start of the CD phase process will be considered as a change in scope with additional services and shall not be considered as a part of the CD or CA phase scope of services. Fees for the CD through Closeout phases are not included in this proposal and will be determined at the conclusion of Phase 1 services.
4. Value Engineering or cost-control measures after the completion of the DD Phase.
5. Revisions to the documents inconsistent with previous instruction or approvals by the Client / Owner.
6. Delays caused by Client's consultant/contractor or Client

**ANTICIPATED SCHEDULE**

Based upon our current workload, staffing, and project schedules, MA Design is prepared to begin on this project immediately upon execution of a signed Proposal and receipt of all Client provided items.

**CLIENT RESPONSIBILITIES**

1. The Client will contract directly with a licensed surveyor and will provide the Architect with a survey of the property including topographical, boundary, existing improvements, and utilities for their use in preparing site engineering drawings.
2. The Client will contract directly with a Geotechnical Engineer and will provide the Architect with a Soils report describing:
  - o Ultimate bearing capacity of the site.
  - o Structural Footing design considerations relative to soil conditions.
  - o Suitability of soil for onsite water retention ponds or leach fields as applicable.
  - o Recommended pavement design given soil conditions and projected usage information provided by the Client.

The Soils reports will be provided to the Architect's Structural Engineer prior to the performance of any engineering work on the Project. The structural engineer has based their fees on standard spread footing foundations. If after receipt of the soils report a specialized foundation system is necessary, the fees may increase. Per industry wide insurance regulations, the Client must contract directly with a Geotechnical Engineer for this service.

3. Provide MA Design free access to the Project site for initial project assessment, field verification, and other Pre-Design tasks as needed.
4. The Client shall provide timely responses and information as requested by the Design Team. Any delays caused by the Client in providing critical or required information or decisions shall delay our drawing deliverable schedule in kind.
5. The Client shall provide all extant programming information, existing drawings, technical requirements, and any other pertinent data to the project.
6. The Client will contract directly or, via the General Contractor, a CIT consultant. Design team will locate Television, Data, and Communications rough-in locations only.
7. It is recommended that the Client retain a third-party building envelope consultant to evaluate the detailing of the air & water barrier, courtyard deck waterproofing, and any other components of the weather protection system
8. It is recommended that the Client retain a third-party building acoustic consultant to evaluate the detailing of the wall and floor/ceiling assemblies to determine acoustic performance as required by the code and the Client's programmatic requirements.
9. The Client shall contract directly with a licensed Special Inspection agency for Special Inspections and testing pertinent to the project and as required by the local building code.
10. The Client shall provide existing building drawings and facility information, if pertinent and available.
11. The Client, Client's Consultant, or General Contractor shall be responsible for obtaining permits that lie outside the typical Architectural scope of work, such as all Environmental Protection Agency permits, liquor licenses, food service licenses, trade permits, etc.
12. If required, the Client shall provide utility usage information and backup in order to coordinate with local utility provider(s).
13. Any Consultant retained by Client shall provide timely responses and information as requested by the Design Team. Any delays caused by the Client's Consultant in providing critical or required information shall delay our drawing deliverable schedule in kind.

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**ASSUMPTIONS AND QUALIFICATIONS**

In providing this proposal, MA Design has made the following assumptions:

1. As required by the laws and regulations governing the licensing of architects, MA Design, as the Architect of Record, is required to have a signed contract from the Client for the rendition of architectural services before it can provide signed and sealed documents for the purpose of obtaining a building permit. MA Design will not be able to provide signed and sealed construction documents until the Client provides a written contract for services.
2. The site is properly zoned for the Client's intended use and we have been fully informed of the Client's intended program and use of the site.
3. Phased permit drawing packages are included. It is expected there will be 2 permits submitted for this project and 1 bid package. A Phased bid package may be provided as an additional service at the request of the Client with the understanding that IF the design is still in progress when early packages are released, it may result in additional project cost and change orders related to issuing the project for bid or review prior to completion of the Construction Documents Phase.
4. No offsite work such as public roadway improvements or utility extensions will be required.
5. If basic services have not been completed within 18 Months of the date of this proposal, the rates of compensation will be equitably adjusted.
6. Client directed design changes or changes that affect the scope of our services that are made at any time will be considered as an additional service and additional fees will be required and could include other consultants, based upon the scope of work change description.
7. A design contingency of no less than 2 percent of the total construction cost shall be included in the Client's budget for design oversights and uncoordinated drawings.
8. Any unforeseen site conditions, active landslide conditions, global stability issues, underground structures, or debris that require special foundation types or foundations other than conventional spread footings may require additional design services
9. Structural calculation packages are typically not required for permit submissions, but should the Authority Having Jurisdiction require calculations, the Structural Engineer will provide them as an additional service.
10. The design of fixes and repairs for errors or omissions by the construction team or due to incorrect information provided by others may result in additional services.
11. The Architect or Engineer shall not be responsible for signing/stamping drawings or design created by others (i.e. vendor, equipment provider, Client, etc.).
12. The Architect will provide a drawing deliverable schedule for review and approval by Client. As such, any delay of Client approvals or reviews indicated on the schedule shall result in a delay of deliverables in kind.
13. Fire protection design services are limited to criteria specifications only, with actual hydraulic calculations and piping design documents by the sprinkler contractor.
14. Demolition will not be part of MA Design or any of their consultant's scope.
15. Additional services listed above shall be determined as requested when the design and scope of those additional services are known.
16. As this is an existing building, unforeseen conditions, damage, or other non-obvious and non-visible conditions that affect the design of the project may necessitate additional services as mutually agreed.
17. No new foundations or modifications to the existing foundations will be required.
18. The design of secondary structural elements are not included in our scope of services for this project.
19. It is assumed that the lateral load resisting system will not be modified nor be required to be upgraded to comply with the current code.
20. Forensic testing and non-destructive testing is not included as a part of this proposal.
21. This proposal includes visual observation of existing conditions only. Detailed investigation, testing, and/or exhaustive review of the facility is not included. Furthermore, the Client will provide to the architect existing building drawings; which the architect shall be entitled rely on the accuracy and completeness in development of their documents. The drawings provided shall provide sufficient information to determine building architecture, structure, mechanical, plumbing, and electrical systems; as well as their capacities.
22. This proposal does not include existing equipment operation verification or system testing / trouble shooting. The Client is aware that post construction occupancy, and operational issues may arise, and the design team is prepared to assist for additional fees.
23. It is assumed that the existing building infrastructure is adequate to support the renovation and should upgrades or modifications be necessary to support the proposed use may incur additional fees.

The Standard Terms of Professional Services included with this Proposal shall be considered a part of the Proposal and shall govern the responsibilities of each party until such time as they may be amended or modified in a subsequently executed Owner- Architect Agreement for Professional Services, AIA Document B101-2017 or similar agreement. Should you or your legal counsel require substantive changes which expand our Scope of Services or responsibilities beyond that which has been contemplated, we reserve our rights to amend our Proposal accordingly. Receipt of a PO or your verbal or emailed direction to commence work shall be equivalent to your signature below, and shall authorize execution of this proposal.

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If you have any questions regarding our Proposal or proposed Scope of Services, please do not hesitate to contact me. We look forward to working with you on this project.

Sincerely, MA Design

Janell Arehart, NCIDQ, LEED AP  
Project Manager

Lori A. Bongiorno, NCARB, AIA, LEED AP  
Managing Principal, COO

Enclosures: Standard Terms of Professional Services  
Proposal Accepted:

Name Title Date

**STANDARD TERMS OF PROFESSIONAL SERVICES**

**1. STANDARD OF CARE**

The professional services provided by Meacham & Apel Architects Inc. ("Architect") d.b.a. MA Design and its subsidiaries, independent professional associates, consultants, and subcontractors will be performed in a reasonable and prudent manner in accordance with the ordinary and reasonable skill and care of architects and/or engineers licensed in the state of Ohio and generally accepted architectural and/or engineering practice. Any cost estimates, recommendations, opinions, and decisions of the Architect will be on the basis of the information available to the Architect and the experience, technical qualifications, and professional judgment of the Architect. Unless otherwise agreed, the Architect shall be entitled to rely on the information provided by the Client or their independent consultants without further verification by the Architect.

Regardless of any other term or condition of this agreement, Architect makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

**2. INVOICES**

Invoices will be submitted on a monthly basis, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of one percent (1%) per month (12% per annum) from the date of the invoice if the unpaid balance is not paid within thirty (30) days. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of between the Architect and Client. Architect reserves the right to cease work if unpaid balances exceed 45 days, and to withhold our design/construction documents until the financial obligations are in compliance with the terms of this contract.

**3. PAYMENT**

Where the Architects fee is based on a cost reimbursement (i.e. hourly rates, time and material, direct personnel expense, or per diem) basis, the following provisions shall apply.

1. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of the Architect's offices is one-half hour. Analyses performed in the Architect's or Architect's sub consultant's laboratories will be billed on a unit cost per analysis basis unless specified otherwise in the Proposal.
2. Expenses properly chargeable for the services which are reimbursable shall include, but are not limited to, travel and subsistence expenses of personnel when away from their offices on business directly or indirectly connected with the Project in excess of 30 miles one way; identifiable communication, delivery, courier, shipping, printing, and reproduction costs; professional and technical subcontractors; computer time and software and expendable materials and supplies purchased specifically for the Project; Professional renderings, models or mock-ups requested by the Client; Fees paid for securing approval of authorities having jurisdiction over the project, if paid by the Architect; Other direct out of pocket expenses directly attributable to the Project. Reimbursable expenses will be billed at 110% of actual amounts.
3. Invoices for work performed on a cost reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by the Client, documentation will be provided at the cost of providing such documentation, including labor and copying costs.

**4. CHANGE IN SERVICES OR DELAYS**

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project as we understand it to be defined within the time limits identified. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. As the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope and/or fees.

Assumptions made by the Architect in providing this proposal have been identified to the extent possible in the proposal. The Architect will inform the Client of any situations which are beyond the Scope of Services contemplated or extend the time of performance beyond that contemplated so that a mutual agreement to a change in scope and adjustment to the time of performance and/or fee can be accomplished.

Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information, or for delays caused by occurrences or force majeure outside of the control of Architect, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or

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regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in this Proposal.

**5. TERMINATION**

Either the Architect or Client may terminate the services to be provided under this Proposal, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations through no fault of the terminating party. No termination of this Project by the Client, with or without cause, shall be effective unless seven (7) days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the Architect. A final invoice will be calculated on or about the first of the month following receipt of such termination notice and represent the work completed through the effective date of termination.

In addition, the Architect may, after giving seven (7) days written notice to the Client, suspend services without liability until the Client has paid in full all amounts due the Architect on account of services rendered and expenses incurred, including interest on past due invoices. Payment of invoices is not subject to discounting by the Client.

**6. LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$20,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**7. INSURANCE**

The Architect agrees to purchase, at his own expense, worker's compensation insurance and comprehensive general liability insurance and will, upon request, furnish insurance certificates to the Client. The Architect agrees to indemnify the Client for the hazards covered by the Architect's insurance subject to the limitation of liability contained in Section 6. Architect agrees to purchase whatever additional insurance requested by the Client, presuming such insurance is available from carriers acceptable to the Architect, provided the premiums for additional insurance are reimbursed by the Client.

**8. HAZARDOUS SUBSTANCES**

The Architect or their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form for this Project. This includes, but is not limited to, specification of a product, material, or process which may contain asbestos or other hazardous materials; failure to detect the existence or proportion of asbestos or other hazardous material in a product, material, or process; the abatement, replacement, or removal of a product, material, or process containing asbestos or other hazardous materials.

**9. CONFIDENTIALITY**

The Architect shall maintain as confidential and not disclose to others without the Client's prior written consent, all information obtained from Client not otherwise previously known to the Architect or in the public domain, as the Client expressly designates in writing to be "confidential". The provisions of this paragraph shall not apply to information in whatever form which, 1) is published or comes into the public domain through no fault of the Architect, 2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or 3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that the Architect may use and publish the Client's name and a general description of the Architect's services with respect to the Project in describing the Architect's experience and qualifications to other Clients or potential Clients.

**10. REUSE OF DOCUMENTS**

Upon full payment of all sums due the Architect under this Proposal and upon performance of all the Client's obligations then due under this Proposal, the Client is hereby granted a limited license in accordance with the provisions of this Paragraph in the latest original Drawings and Specifications, prepared by the Architect for the Project. This grant of license shall not deprive the Architect of the right to retain electronic data or other reproducible copies of the Drawings and Specifications, or the right to reuse information contained therein in the normal course of the Architect's professional activities, and the Architect shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such documents or design.

The Client may reproduce and utilize the Drawings and Specifications with respect to this Project for maintenance, repair, or alterations of the Project or for completion of this Project, at no additional fee. If the services of the Architect are terminated without cause prior to the completion of the Project, the Client shall release the Architect, the Architect's consultants, agents, employees, and assigns of any of them, from any and all claims arising after the date of termination which result from the use of the Drawings and Specifications for the completion of the Project.

The Client may not reproduce and utilize the Drawings and Specifications and other data with respect to the construction of another project or projects. Reuse without the Architect's professional involvement will be at

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the Client's sole risk and without liability to the Architect. The Client's right to use the Drawings and specifications shall include, but are not limited to, the right to provide the Drawings and Specifications, plus copies thereof, for any purpose the Client deems to another registered design professional for information and reference in preparing new drawings and specifications for subsequent improvements to this project. The delivery of this drawing should not be construed to provide an express warranty or guarantee to anyone that all dimensions and details are exact or to indicate that the use of this drawing implies the review and approval by the Architect of any future use. The Architect shall incur no liability to either the Client or third parties resulting from the use of the Drawings and Specifications as reference documents for any project for which the Architect is not engaged by the Client and the Client shall indemnify the Architect for any and all claims resulting from their use. The parties receiving copies of the Drawings and Specifications for this Project shall provide their own field investigations of existing conditions. If Drawing files are requested, additional services will be required and billed to Client to package the drawings and "delay" the information. Transfer of Ownership: Under no circumstances shall the transfer of ownership of the Drawings, Specifications, electronic data, or other Instruments of Service be deemed to be a sale by the Architect.

**11. ASSIGNMENT**

Neither party to this agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Architect as a generally accepted business practice, shall not be considered an assignment for purpose of this Agreement.

**12. PROOF OF FINANCING**

Architect reserves the right to request verification of funding to support the scope of the services provided within this contract. A retainer or escrowed fees may be required for new clients or projects with fees above \$100,000.

(Copy of proposal exhibit available for review at the Commissioners' Office until no longer of administrative value.)

Vote on Motion                      Mr. Benton Aye                      Mrs. Lewis Aye                      Mr. Merrell Aye

7

**RESOLUTION NO. 24-604**

**IN THE MATTER OF AUTHORIZING AN AMENDMENT TO THE USE OF PROCUREMENT CARD FOR THE ENGINEER'S OFFICE:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, on September 30, 2004, the Board of Commissioners of Delaware County (the "Board") adopted Resolution No. 04-1193, establishing a policy for the use of County Procurement Cards, pursuant to section 301.29 of the Revised Code; and

WHEREAS, on October 3, 2011, the Board adopted Resolution No. 11-1040, approving amendments to the Policies and Procedures for the County Procurement Card program; and

WHEREAS, the Board has authorized the use of the card to pay for specific classes of work-related expenses, without submitting a monthly estimate of the expenses, pursuant to section 301.29(F)(2) of the Revised Code;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, authorizes the use of the following procurement cards to limits indicated and for specific work-related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

**Amended Card for Barb Judson:**

Appointing Authority:                      Engineer's Office  
Office/Department:                      Engineer  
Department Coordinator:                      Chris Williams  
Daily spending per card:                      \$5,000  
Monthly spending per card:                      \$10,000  
Single transaction limit:                      \$3000  
Daily number of transactions per card:                      10  
Monthly number of transactions per card:                      50

Vote on Motion                      Mr. Merrell Aye                      Mr. Benton Aye                      Mrs. Lewis Aye

8

**RESOLUTION NO. 24-605**

**IN THE MATTER OF APPROVING RIGHT-OF-WAY WORK PERMIT SUMMARY SHEET:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following work permits:

WHEREAS, the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

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NOW, THEREFORE, BE IT RESOLVED that the following permits are hereby approved by the Board of Delaware County Commissioners:

PERMIT#	APPLICANT	LOCATION	TYPE OF WORK
UT2024-0154	SPECTRUM	HARLEM ROAD	ROAD BORE
UT2024-0155	FRONTIER	LIBERTY ROAD	ROAD BORE
UT2024-0156	AEP	TUSSIC STREET RD& NEW EDDY RD	INSTALL POLES
UT2024-0157	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2024-0158	CINCINNATI BELL	VARIOUS	FIBER OPTICS
UT2024-0159	COLUMBIA GAS	SUNBURY RD	INSTALL GAS MAIN
UT2024-0160	CINCINNATI BELL	BRUST ROAD	FIBER OPTICS

Vote on Motion                      Mrs. Lewis Aye                      Mr. Merrell Aye                      Mr. Benton Aye

**9  
RESOLUTION NO. 24-606**

**IN THE MATTER OF ACCEPTING THE ROADS, ESTABLISHING STOP CONDITIONS AND  
RELEASING THE SURETY FOR RABBIT RUN:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, the Engineer has reviewed the roadway construction of the roadway in Rabbit Run (the "Subdivision"), finds it to be constructed in accordance with the approved plans, and recommends that the following roadway within the Subdivision be accepted into the public system:

Rabbit Run:

- An addition of 0.173 mile to Township Road Number 1882, Thea Lane; and

WHEREAS, the Engineer recommends that the following stop conditions be established within the Subdivision:

- On Township Road Number 1882, at its intersection with County Road Number 9, Liberty Road; and

WHEREAS, the Engineer also requests approval to return the surety being held as maintenance surety to the owners, 365 Land, LLC;

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Delaware County, State of Ohio, hereby accepts the Engineer's recommendations stated herein and accepts the road, approves stop conditions, and releases the surety in accordance with the Engineer's recommendations stated herein.

Vote on Motion                      Mr. Merrell Aye                      Mrs. Lewis Aye                      Mr. Benton Aye

**10  
RESOLUTION NO. 24-607**

**IN THE MATTER OF APPROVING A PROJECT AGREEMENT WITH THE DELAWARE  
COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE DEL-71-7.91 SUNBURY  
PARKWAY INTERCHANGE PHASE B AND C:**

It was moved by Mrs. Lewis, and seconded by Mr. Benton, to approve the following:

**PROJECT AGREEMENT  
AGREEMENT #**

This Agreement is made and entered into this 5<sup>TH</sup> day of August, 2024, by and between the Delaware County Board of Commissioners (hereinafter the "Commissioners") and the Board of Trustees of the Delaware County Transportation Improvement District (hereinafter the "TID"), hereinafter referred to individually as a "Party" and collectively as "the Parties."

**WITNESSETH:**

WHEREAS, the Commissioners and the TID approved a Master Intergovernmental Agreement Regarding Cooperation on Transportation Projects ("Master Agreement") by Commissioners Resolution No. 18-1374 and by TID Resolution 2018-05; and

WHEREAS, the Parties find that there is a reasonable necessity and benefit to the public to jointly undertake the Design of Phase B and C of the Project described herein, pursuant to, inter alia, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:

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**Article 1. DEFINITIONS**

Section 1.1. For the purposes of this Agreement, the following definitions shall apply:

“Project” shall include DEL-71-7.91, ODOT PID 90200, including construction of a new interchange on Interstate 71 located south of the existing Exit 131, US 36/SR 37 interchange to be known as Sunbury Parkway and the establishment and construction of Sunbury Parkway extending from U.S. 36/S.R. 37 near Africa Road to U.S. 36/S.R. 37 at a point east of Carter’s Corner Road, as depicted in Exhibit A.

“Design” shall include preparation of surveys, plans, profiles, cross sections, calculations, specifications, estimates, and reports used in the construction and/or acquisition of land or other legal interests in the Project. Design shall not include the physical construction or acquisition of land or any other interests in or for the Project.

“Phase B and C” are designated as ODOT PID 106960 and 106961, respectively, and include the portion of the Project generally including Sunbury Parkway from near the intersection of US 36/SR 37 at Africa Road to the new interchange ramp terminal on the west side of Interstate 71, and the completion of the northbound freeway entrance ramp, as depicted in Exhibit A.

**Article 2. RESPONSIBILITIES OF THE COMMISSIONERS**

Section 2.1. The Commissioners have already performed, or shall perform, all necessary actions to enact appropriate legislation for Design of Phase B and C.

Section 2.2. The Commissioners shall deposit with the TID such sum(s) determined necessary by the TID to pay the entire cost of the Design of Phase B and C, as certified by the TID to the Commissioners, subject to the following conditions:

- A. The first deposit of Seven Hundred Fifty Thousand Dollars (\$750,000.00) shall be paid not later than 14 days after approval of this agreement by the Commissioners;
- B. Additional deposits, in a total sum not to exceed Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00) shall be paid within 30 days of the TID’s written request; provided, however, the TID shall include in its written request documentation of the progress of the Design in support of the requested additional deposit; and
- C. The Commissioners may pay any additional deposits from county general funds or the proceeds of notes or bonds issued by the Commissioners and secured by service payments in lieu of taxes payable to tax equivalent funds for which the Project is an eligible public infrastructure improvement; provided, however, any additional deposits, regardless of funding source, shall be subject to appropriation by the Commissioners, meaning the Commissioners may, in their sole discretion, determine whether sufficient funds are available to make the appropriation, and notwithstanding any other terms or conditions of this agreement, the Commissioners are under no legal obligation to make the appropriation.

Section 2.3. The performance and provision of items described in Section 2.1, together with payments made under Section 2.2, shall be considered full compensation to the TID for the cost of Design of Phase B and C, including all engineering, supervision, administration, legal fees, management, accounting and other expenses incurred by the TID relating to the Project.

**Article 3. RESPONSIBILITIES OF THE TID**

Section 3.1. The TID shall perform all necessary actions to complete the Project described in Section 1.1, at the lowest cost which is reasonably required to complete Design of Phase B and C, and not later than December 31, 2027.

Section 3.2. The TID will retain from any deposits made under this Agreement, as an Administrative Fee for management and supervision of the Design of Phase B and C, a sum not to exceed Five Thousand Dollars (\$5,000.00) plus Two Percent (2%) of the amount of any contracts awarded by the TID for the Project.

Section 3.3. After the costs of all engineering, supervision, administration, legal fees, management, accounting and other expenses relating to the Design of Phase B and C have been paid, and after deducting any Administrative Fees, the TID shall return any unused funds to the Commissioners within ninety (90) days of completion of the Project.

**Article 4. MISCELLANEOUS TERMS AND CONDITIONS**

Section 4.1. Except as the context may otherwise foreclose, this Agreement is entered into subject to and in conformance with the Master Agreement, which is fully incorporated into this Agreement by this reference and made a part hereof, as if fully rewritten herein, and the actions of the Parties shall be in conformance therewith.

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PROJECT PHASING



Vote on Motion Mr. Benton Aye Mr. Merrell Aye Mrs. Lewis Aye

Session Hearing Recessed at 9:50 a.m. / Reconvened at 10:00 a.m.

**11**  
**10:00A.M.- PUBLIC HEARING FOR CONSIDERATION OF THE FELKNER #302 WATERSHED DRAINAGE IMPROVEMENT PETITION (2024) FILED BY CALVIN FINKS:**

The Board of Commissioners opened the hearing at 10:00 A.M.

The Board of Commissioners closed the hearing at 10:35 A.M.

**11 continued**  
**RESOLUTION NO. 24-608**

**IN THE MATTER OF PROCEEDING WITH THE PROJECT SURVEY AND DESIGN FOR THE FELKNER #302 WATERSHED DRAINAGE IMPROVEMENT (2024), PETITIONED BY CALVIN FINKS:**

It was moved by Mrs. Lewis, seconded by Mr. Benton, to approve the following:

WHEREAS, on March 7, 2024, a petition for the Felkner #302 Watershed Drainage Improvement was filed with the Board of Commissioners of Delaware County (the “Board”); and

WHEREAS, on June 3, 2024, the Board conducted a view of the proposed improvement; and

WHEREAS, on August 5, 2024, the Board held the first hearing on the petition; and  
WHEREAS, after hearing the preliminary report of the Delaware County Engineer and any evidence offered by any owner for or against the granting of the proposed improvement or for or against the granting of any laterals, branches, spurs, or change of route, course, termini, or manner of construction described in the petition, the Board is prepared to vote to determine whether to proceed with the project survey and design or to dismiss the petition, taking into consideration the petition, the preliminary report, and comments on the proposed improvement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, Ohio as follows:

Section 1. The Board hereby finds that the proposed improvement is necessary, that it will be conducive to the public welfare, and that it is reasonably certain that the benefits of the proposed improvement will outweigh its costs. Accordingly, the Board hereby decides to proceed with the project survey and design.

Section 2. The Board hereby determines that the route and termini of the proposed improvement, and the manner of construction thereof, shall be as set forth in the Delaware County Engineer’s preliminary report.

Section 3. The Board hereby orders the Delaware County Engineer to prepare reports, plans, and schedules for the proposed Felkner #302 Watershed Drainage Improvement (2024). The Board hereby sets August 5, 2027,



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as the date by which the Delaware County Engineer shall file the reports, plans, and schedules, whereupon a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE FELKNER #302 WATERSHED DRAINAGE IMPROVEMENT PROJECT 40311507.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were conducted in compliance with the laws of the State of Ohio.

Section 6. This Resolution shall be effective immediately upon adoption.

Vote on Motion                      Mrs. Lewis Aye                      Mr. Benton Aye                      Mr. Merrell Aye

**12  
ADMINISTRATOR REPORTS**

**Attorney Hochstettler** – Nothing to report.

**DCA Huston** – Offered thanks to staff and vendors for the Health Fair

**13  
COMMISSIONERS’ COMMITTEES REPORTS**

**Commissioner Lewis** – Family and Children First released the annual report stating that the number of participating families has increased.

**Commissioner Benton** – Attended the MORPC Executive meeting on Thursday and discussed passenger rails.

**Commissioner Merrell** – Nothing to report.

**14  
RESOLUTION NO. 24-609**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

It was moved by Mr. Benton, seconded by Mrs. Lewis, to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)–(7) of the Revised Code; and

WHEREAS, pursuant to section 121.22(G)(8) of the Revised Code, a public body may hold an executive session to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(1) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project; and

(2) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of Pending or Imminent Litigation.

Vote on Motion                      Mrs. Lewis Aye                      Mr. Merrell Aye                      Mr. Benton Aye

**RESOLUTION NO. 24-610**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

**COMMISSIONERS JOURNAL NO. 81 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 5, 2024**

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It was moved by Mr. Benton, seconded by Mrs. Lewis, to adjourn out of Executive Session.

Vote on Motion            Mr. Merrell   Absent                            Mrs. Lewis   Aye                            Mr. Benton   Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Gary Merrell

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Jennifer Walraven, Clerk to the Commissioners