



Mr. Kobasuk said, what if the residents say, “hey guys, we want you to fix the flooding on Edith, Jefferson and Pine and not spend an additional \$200,000 on renovating these two buildings.” Since we are uncertain of where we are going with the project, Mr. Kobasuk thought a percentage would be better instead of a lump sum. The Fire District first hired an architect, and then came the renderings; they received buy-in from the people and then the next step was to contract the details. Whereas, here we are kind of buying everything at one time, stated Mr. Kobasuk.

Mr. Russell said, in an effort to meet a deadline, this was the only way everyone felt they could get there. Mr. Russell did discuss alternative ways of pricing with Roth Partnership. Often they will work on an hourly rate until design development is complete and then establish a final fee. Roth also said they could convert this to a percentage of the cost of construction.

Mr. Tiettmeyer agreed we are moving forward with the improvements. He said there are some stop points when the submission takes place. There is a clause in the (American Institute of Architects) AIA contract stating the village would only be responsible for the expenses incurred if we were to find out later that the grant is not approved.

Mr. Burns said, as with many past projects, he is not in favor of rushing the process and agreed we should consider a price structure using the percentage of construction costs. Mr. Burns asked why no one here will give him an answer as to why no one other than Roth Partnership was considered. Mr. Burns reviewed the top four companies that submitted proposals. He said compared to their competitors, it seemed Roth Partnership lacked experience with public buildings. Mr. Burns said he is not against the project but is not comfortable with moving forward at this rate. He asked, “why are speeding towards destinations where he has yet to see cost proposals at the table.” The project originally started at \$800,000; now we are looking at \$900,000. Mr. Burns said, again, this has never been discussed until this public meeting.

Mr. Tiettmeyer agreed completely that too many issues come to Council on an emergency where Council has not seen them at all. When Council first moved forward with negotiating a contract, everyone voted in favor and accepted it. Mr. Tiettmeyer said no one said anything about obtaining other bids. And the proposal being discussed tonight was given to everyone three weeks ago allowing plenty of time to review up to this point. No one has said at any other council meeting that we don’t have the time to make the April submittal. The schedule was laid out in the proposal. Mr. Tiettmeyer said he has no problem asking the Ohio Cultural Facilities Commission for an extension if it is the desire of the majority of Council.

Based on the charge of the committee and his professional opinion, Mr. Russell chose Roth Partnership because they were best qualified-best fit for the village.

Mr. Kobasuk commended Mr. Tiettmeyer, Ms. Everett and Mr. Russell for their work but said he didn’t believe the committee was a structured committee approved by Council. The motion made and passed was that all activities on the buildings were to be considered by a full Council.

Mr. Tiettmeyer said the only thing done outside of the committee was the responses for Requests for Qualifications, which was a Friday when the bids came in. At the Council meeting, the following Tuesday, the committee reported to Council that Roth Partnership was the firm they agreed to. Mr. Tiettmeyer said at that point and time, Council could have said they disagreed and asked for more information but everyone agreed to move forward with Roth Partnership. And that is how it moved forward in terms of the proposal, which Mr. Tiettmeyer said he sent out two hours prior to the Council meeting to give everyone a chance to review and ask questions at the Council meeting, but no action was to be taken at that Council meeting.

Mr. Tiettmeyer said he agreed with John’s recommendations looking at Roth’s experience. All of the top four firms were highly qualified but dealing with old buildings, Mr. Russell’s analysis in choosing Roth was the strength that the committee thought more valuable. Ms. Everett said surprisingly, they all had chosen the same top four.

Mr. Kobasuk does not oppose using Roth Partnership; he wants to have time to give something to the community and not wind up in the same spot in the past when he received criticism from the municipal parking lot project. Mr. Kobasuk asked what Roth will do for the \$10,000 regarding the space programming. The \$10,000 allowance will cover space programming and recording (measuring) the existing buildings. Mr. Russell said this fee will also allow Roth to begin the schematic design. This money was not allocated in Roth's fee. The Ohio Cultural Facilities Commission has granted the village \$300,000 for the Indian Artifacts Museum. Mr. Russell said the OCFC will expect to see something significant in the plans for the exhibit.

Council discussed the additional services in the proposal from Roth. Mr. Russell said he did not believe we would need the following:

- Museum Exhibit Design and Installation Management: \$12,000
- Civil Engineering/Stormwater Design \$4,250

The Civil Engineering/Stormwater Design would not be needed to remove concrete and add landscaping. After meeting with the Cincinnati Museum Center, Mr. Russell said we would not need to spend the \$12,000 with Roth for Museum Exhibit Design. Mr. Kobasuk asked if the Museum Center had put a number on the project. Mr. Russell said this should be tied down next week.

Council discussed having an Open House to give a short presentation to the public about the project. Design renderings will be displayed and there will be a time for questions and answers.

Mr. Kobasuk said he isn't sure the village would want to spend \$900,000. Mr. Tiettmeyer said the budget can be revised. The Finance Committee did approve the \$900,000 for renovating both buildings.

After more discussion, Council decided to extend the deadline to present drawings to the Ohio Cultural Facilities Commission CFC. In an effort to show good faith, we will continue to show the OCFC that we are making progress in our plans.

Council discussed negotiating a percentage basis with Roth instead of a flat fee.

The following resolution approves an initial payment of \$10,000 for space programming and recording of the two existing buildings.

#### Resolution – Roth Partnership

**Mr. Tiettmeyer made a motion to suspend the rules, seconded by Mr. Short. Roll Call: Mr. Tiettmeyer-Yes, Mr. Zornes-Yes, Mr. Short-Yes, Mr. Kobasuk-Yes, Mr. Burns-No, Mr. Harten-Yes Motion Carried.**

**Mr. Tiettmeyer made a motion to adopt RESOLUTION NO. 07-2012 A RESOLUTION ACCEPTING A PROPOSAL WITH ROTH PARTNERSHIP INCORPORATED, AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL, DISPENSING WITH THE SECOND AND THIRD READINGS AND DECLARING AN EMERGENCY. Mr. Short seconded the motion.**

#### Discussion

Mr. Kobasuk said to be clear: Mr. Russell will negotiate with Roth to consider a percentage basis and fee structure to make it more acceptable. Mr. Russell said Roth will go to a percentage basis and then break it into phases. This will give the village more flexibility. Mr. Tiettmeyer added to revise the time schedule so we will be prepared for the submittal for the OCFC July 26th meeting.

Mr. Kobasuk thanked everyone for extending the deadline.

**Roll Call: Mr. Tiettmeyer-Yes, Mr. Zornes-Yes, Mr. Short-Yes, Mr. Kobasuk-Yes, Mr. Burns-No, Mr. Harten-Yes. Motion Carried.**

### Annexation

Solicitor Miller said it was obvious the County Commissioners were against the annexation. One of the reasons they gave for denying was we did not have a contract to maintain the roads, which Council did have a Special Meeting on March 4<sup>th</sup> to approve the contract to maintain the roads. The other thing is we never did receive a 100% read from the county engineer saying the legal description was correct, stated Solicitor Miller. The line for the annexation crossed a parcel. They were saying we must follow the tax parcel line and could not split the parcel. Solicitor Miller said there is nothing in the annexation statutes stating this has to be done. The statute does not require a contract; it only requires that we agree to maintain it. The county's argument is we actually have to have a contract, which Council did at the March 4<sup>th</sup> special meeting. Solicitor Miller said the only reason we didn't have a contract is because the county had not signed it. Options are to re-file the annexation or go to court. Solicitor Miller said he believes the county was absolutely wrong. Council will discuss further in executive session at a later date.

Mr. Kobasuk made a motion to adjourn, seconded by Mr. Tiettmeyer.

Transcribed by Becky Fairley