St. Clairsville, Ohio

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Mark A. Thomas

Commissioner Dutton noted Commissioner Thomas will not be joining the meeting today due to personal matters.

MEETINGS ARE NOW BEING RECORDED ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION

OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$9,114,345.29

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

Would made by Wil. Dutton, seconded	by with with yer t	o approve the following transfers with	in fund for the follow
A00 GENERAL FUND			
FROM	ТО		AMOUNT
E-0055-A004-B19.000 County Buildings	E-02:	57-A015-A15.074 Transfers Out	\$500,000.00
W80 PROSECUTOR VICITM ASSISTANC			····
FROM	ТО		AMOUNT
E-1511-W080-P02.010 Supplies		11-W080-P04.000 Other Expenses	\$81.00
S77 COMMUNITY BASED CORRECTION			\$61.00
		1	AMOUNT
FROM	ТО		AMOUNT
E-1520-S077-S01.002 Salaries		20-S077-S04.006 Hospitalization	\$851.03
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Meyer	Yes	
	Mr. Thomas	Absent	
IN THE MATTER OF TRANSFERS BETW	FEN FUND		
Motion made by Mr. Dutton, seconded		o approve the following transfers betw	een funds as follows:
A00 GENERAL FUND	by with wieger t	o approve the following transfers betw	cell fullus as follows.
FROM	ТО		AMOUNT
E-0257-A015-A15.074 Transfers Out		9-N04.574 Transfers In	\$500,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-003	0-O08.574 Transfers In	\$11,200.00
E-0257-A015-A15.074 Transfers Out	R-9250-005	0-O10.574 Transfers In	\$37,856.37
E-0257-A015-A15.074 Transfers Out	R-9253-005	3-O10.574 Transfers In	\$32,418.89
N59 CAPITAL PROJECT SENIOR CENTE		D O40 NOTE RET-SENIOR SERVI	
FROM	ТО		AMOUNT
E-9059-N059-N03.013 SSOBC Comm Bldg.		O-O10.574 Transfers In	\$400,000.00
S70 BEL.CO SENIOR PROGRAMS AND (<u> I-SENIOR SERVICES</u>	
FROM	TO		AMOUNT
E-5005-S070-S14.074 Transfers Out		0-O10.574 Transfers In	\$830,661.33
T10 WATER & SEWER GUARANTEE DE		THER VARIOUS FUNDS	
FROM	TO		AMOUNT
E-3711-T010-T04.074 Transfers Out E-3711-T010-T04.074 Transfers Out		-P15.574 Transfers In	\$2,570.06
		-P05.574 Transfers In	\$1,236.65
Upon roll call the vote was as follows:	Mr. Dutton	Yes	
	Mr. Meyer	Yes	
	Mr. Thomas	Absent	
	ivii. Thomas	AUSUII	

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR

VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 11, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund			-	
E-0051-A001-A17.000	Memorial Day	y Expenses	\$132.00	
E-0257-A015-A15.074	Transfers Out		\$190,887.15	
N59 Capital Projects-Senior Centers				
E-9059-N059-N03.013	SSOBC Com	n Bldg	\$200,000.00	
Upon roll call the vote was as follows:		C		
-	Mr. Dutton	Yes		
	Mr. Meyer	Yes		
	Mr. Thomas	Absent		

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the April 11, 2018 meeting:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$620.73
J00 REAL ESTATE ASSESMENT/AUDITORS		
E-1310-J000-J06.000	Other Expenses	\$100,000.00
L01 SOIL CONSERVATION/BSWCD	-	
E-1810-L001-L05.011	Contract Services	\$56.03

L05 WATERSHED COORDINATOR GRANT	/BSWCD	
E-1815-L005-L01.002	Salary	\$300.00
N29 CAPITAL PROJECTS		•
E-9029-N029-N19.055	Renovations-HP Bldg	\$500,000.00
O30 BOND RET-JAIL CONSTRUCTION	C	
E-9212-0030-001.050	Principal	\$997,000.00
E-9212-0030-002.051	Interest	\$19,829.22
O40 NOTE RET-SENIOR SERVICES		
E-9240-O040-O01.050	Principal	\$2,415,000.00
E-9240-0040-002.051	Interest	\$48,031.67
O50 NOTE RET-2014 WATER SYSTEM IMP	ROVEMENT	
E-9250-0050-001.050	Principal	\$2,240,000.00
E-9250-0050-002.051	Interest	\$44,551.11
<u>O53 NOTE RET-SSD #2 FORCE MAIN</u>		
E-9253-O053-O01.050	Principal	\$2,297,000.00
E-9253-O053-O02.051	Interest	\$32,418.89
OAKVIEW JUVENILE/VARIOUS FUNDS		
E-8010-S030-S51.002	Salaries	\$116,900.77
E-8010-S030-S53.000	Medical	\$1,950.85
E-8010-S030-S56.000	Motor Vehicles	\$227.33
E-8010-S030-S58.000	Communications	\$4,000.67
E-8010-S030-S59.000	Fuel/Utilities	\$14,218.18
E-8010-S030-S66.003	PERS	\$25,310.21
E-8010-S030-S67.004	Workers Comp	\$8,180.19
E-8010-S030-S68.006	Hospitalization	\$41,429.32
E-8010-S030-S69.007	Unemployment Compensation	\$2,398.58
E-8010-S030-S70.005	Medicare	\$1,398.77
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$82.50
E-8012-S032-S00.000	Activity Fund	\$64.80
S77 COMMUNITY BASED CORRECTIONS	ACT GRANT	
E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00
Upon roll call the vote was as follows:	-	
	Mr. Dutton Yes	
	Mr. Meyer Yes	
Ν	Mr. Thomas Absent	

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR MARCH, 2018 Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of March, 2018. Gross Wages P/E 03/03/18 THRU 03/31/18

General Fund	FROM	ТО	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,545.12
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	1,047.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,344.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,521.84
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,480.12
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	328.95
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	8,577.41
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,583.39
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,338.81
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	9,355.43
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	13,545.88
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	796.65
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,366.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,756.86
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	6,305.78
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,635.83
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	11,769.75
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	10,958.18
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,556.78
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	25,498.04
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,364.32
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,435.11
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,953.74

PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,990.45
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	5,177.46
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	636.26
			150,902.34
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,984.24
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,318.46
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,100.87
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	656.23
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	773.49
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	462.53
РНЕР	E-2231-F083-F01.002	R-9895-Y095-Y01.500	644.89
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	615.97
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	270.03
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,613.60
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	73,038.67
C.S.E.A.	Е-2760-Н010-Н07.003	R-9895-Y095-Y01.500	9,980.76
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	6,535.59
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,601.58
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	21,278.91
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,690.27
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,696.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	504.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,655.04
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	912.05
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,512.92
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,241.05
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	20,620.27
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,000.84
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,019.24
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	11,975.19
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	13,433.22
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,432.33
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	480.57
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	44,573.36
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	24,898.76
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	884.43
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,103.67
			·

CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	5,016.15
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	977.73
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	834.27
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,007.28
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	161.50
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,439.17
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	408.93
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	828.15
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	904.62
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,349.60

434,742.77

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF REQUEST FOR CERTIFICATION

OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. N29 FUND/GENERAL FUND MONEY-\$500,000.00 transferred from the General Fund to the N29 Fund on 04/11/18/

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated _____April 11, 2018, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:

DJFS-Joanne Fabry, Michelle Schramm, Lori Leiffer and Lisa Kahrig to Summit County on April 13, 2018, to attend the OB training. A county vehicle will be used for travel. Estimated expenses: \$60.00. Shelley Schramm to Union County on April 17, 2018, to attend the OB Readiness meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00. Mary Hagiloizou, Teri Coleman and Kathleen Dobson to Muskingum County on April 19 & 20, 2018, to attend the 302 Training-Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$45.00. Debbie Rhodes and Taralyn Manukin to Summit County on April 27, 2018, to attend the OB training. A county vehicle will be used for travel. Estimated expenses: \$30.00. Sarah Smith, Pat Long, Stephanie Frey and Marcella Petersavage to Columbus, OH, on April 17, 2018, to attend the CLT CFIS client tracking. A county vehicle will be used for travel. Estimated expenses: \$60.00. Sarah Smith, Pat Long and Stephanie Frey to Steubenville, OH, on April 19, 2018, to attend the Social Media Training for Workforce. A county vehicle will be used for travel. Estimated expenses: \$45.00. Kathryn Johnson, Brenna Rocchio, Mary Louise Hagiloizou, Jon Purtiman, Teri Coleman, Jonette Lowe, Jenny Sechrest, Valarie Gardner, Michelle Mobley and Lori Bittengle to Columbus, OH, on May 7-9, 2018, to attend the OJFSDA Directors' Conference. Estimated expenses: \$7,504.40. William Marinacci to Columbus, OH, on May 8, 2018, to attend the OJFSDA Directors' Conference. Estimated expenses: \$330.80.

VETERANS-Lucinda Maupin, Keith Rejonis, Kari Dillon and Troy Skukan to Columbus, OH, on May 8-11, 2018, to attend the spring training of the OSACVSO.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 4, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF HIRING PAULA FIUTEM AS FULL-TIME COOK/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Paula Fiutem as a full-time cook for Senior Services of Belmont County, effective April 23, 2018.

Upon roll call the vote was as follows:

Yes

Mr. Dutton

Mr. Meyer Ye Mr. Thomas A

Yes Absent

IN THE MATTER OF THE VACATION AND REDEDICATION OF COUNTY ROAD 114 (FAIRVIEW ROAD) LOCATED IN KIRKWOOD TWP. SEC. 31, T-9, R-6 AND WARREN TWP. SEC. 36, T-8, R-6/AMENDED RD. IMP. 1145

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept Public Road Petition for the vacation and rededication of County Road 114 (Fairview Road) located in Kirkwood Township, Sec. 31, T-9, R-6 and Warren Township, Sec. 36, T-8, R-6 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the same hereinafter known as Amended Road Improvement #1145 in accordance with Ohio Revised Code Section 5553.04.

Note: This Road Improvement is being amended to include Kirkwood Township as it was originally inadvertently omitted.

PUBLIC ROAD PETITION <u>Rev. Code Sec. 5553.04</u> WITH PETITION Belmont County, Ohio

April 5, 2018 IMP- 1145 (Amended)

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation and Rededication of Cty. Rd. 114 Fairview Rd. which is located in Kirkwood Twp. Sec. 31 T-9 R-6 & Warren Twp. 36 T-8 R-6

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Maps are available at the Belmont County Engineer Office

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)		
Stephen C. Harris-President /s/	66701 Scenic Valley Dr	r.	
Stephen C. Harris	St. Clairsville, OH 439	50	
Stephen C. Harris-President /s/ 66701 Scenic Valley Dr.			
Stephen C. Harris	St. Clairsville, OH 43950		
Timothy Surmick /s/	1000 Consol Energy Drive		
Timothy Surmick	Cannonsburg, PA 15317		
Upon roll call the vote was as follows:			
	Mr. Dutton	Yes	
	Mr. Meyer	Yes	
	Mr. Thomas	Absent	

IN THE MATTER OF THE VACATION ANDOfficeREDEDICATION OF COUNTY ROAD 114Belmont(FAIRVIEW ROAD) LOCATED INKIRKWOOD TWP. SEC. 31, T-9, R-6 ANDWARREN TWP. SEC. 36, T-8, R-6/AMENDED RD. IMP. 1145

Office of County Commissioners Belmont County, Ohio

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice Thereof on Public Road Petition Rev. Code, Sec. 5553.05

AMENDED RD. IMP. 1145

The Board of County Commissioners of <u>Belmont</u> County, Ohio, met in <u>regular</u> session on the <u>11th</u> day of <u>April</u>, <u>2018</u> at the <u>office of</u> <u>the Commissioners</u> with the following members present:

<u>Mr. Dutton</u>

<u>Mr. Meyer</u>

<u>Mr. Dutton</u> moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by the owners of the right to mine coal lying under or adjacent to the proposed improvement, has been presented to this Board of County Commissioners requesting said Board to vacate and rededicate County Road 114 (Fairview Road) located in Kirkwood Township, Sec. 31, T-9, R-6 and Warren Township, Sec. 36, T-8, R-6.

RESOLVED, That the <u>2nd</u> day of <u>May</u>, <u>2018</u> at <u>12:30</u> o'clock <u>P.M.</u>, be fixed as the date when we will view the proposed improvement, on which date we will meet at <u>the site</u> and go over the line of said proposed improvement; and be it further

RESOLVED, That the <u>9th</u> day of <u>May</u>, <u>2018</u> at <u>11:15</u> o'clock <u>A</u>.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the <u>Times Leader</u> a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

<u>Mr. Meyer</u> seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. DuttonYes_Mr. MeyerYesMr. ThomasAbsent

Adopted April 11, 2018

Jayne Long /s/

Clerk, Belmont County, Ohio

"Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
 "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
 Insert "a part of," if so.

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING PUBLIC ROAD (by publication) Rev. Code, Sec., 5553.05

AMENDED ROAD IMP. # 1145

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the <u>vacation and</u> rededication of County Road 114 (Fairview Road) located in Kirkwood Township, Section 31, T-9, R-6 and Warren Township, Section 36, T-8, <u>R-6</u> a public road, the general route and termini of which Road are as follows:

Maps are available at the Belmont County Engineer Office

Said Board of County Commissioners has fixed the <u>2nd</u> day of <u>May</u> 2018, at <u>12:30</u> o'clock <u>P.M.</u>, as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the <u>9th</u> day of <u>May</u>, <u>2018</u>, at <u>11:15</u> o'clock <u>A</u>.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement. By Order of the Board of County Commissioners,

ADV. TIMES LEADER (2) Tuesdays - April 17, 2018 and April 24, 2018	
Jayne Long, Clerk	
Jayne Long /s/	
Belmont County, Ohio	
By Order of the Board of County G	Co

IN THE MATTER OF
JERU PARK DRIVE, JERU NORTH & JERU WEST
WARREN TWP., SEC. 4 & 5, T-8, R-6

[Belmont Co. Commissioners [Courthouse [St. Clairsville, Ohio 43950 [Date <u>April 11, 2018</u>

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to JeRu Park Drive, JeRu North and JeRu West, Warren Township, Section 4 & 5, T-8, R-6 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: Kent Gallaher, F.O., Warren Township Trustees, 516 N. Chestnut St., Barnesville, OH 43713

You are hereby notified that the <u>2nd</u> day of <u>May</u>, <u>2018</u>, at <u>9:45</u> o'clock <u>A</u>. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter. By order of the Belmont County Commissioners.

Jayne Long /s/ Clerk of the Board

• Mail by certified return receipt requested

cc: Warren Township Trustees Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADVERTISING FOR PROPOSALS FOR INMATE COMMISSARY SERVICES/JAIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for proposals for Inmate Commissary Services for the Belmont County Jail.

BELMONT COUNTY COMMISSIONERS

LEGAL NOTICE

Advertisement for Request for Proposals

Notice is hereby given that the Belmont County Board of Commissioners is accepting proposals for the provision of <u>Inmate Commissary</u> <u>Services for the Belmont County Jail</u>. Specifications for this project may only be obtained during a mandatory pre-proposal conference/site walk-through scheduled for Tuesday, May 1, 2018, at 1:30 p.m., at the Belmont County Sheriff's Office/Jail, 68137 Hammond Road, St. Clairsville, OH 43950.

Bids are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening but are not required to do so.

BID NAME: DUF DATE/TIME

Inmate Commissary Services for the Belmont County Jail

DUE DATE/TIME: Wednesday, May 16, 2018, 10:15 a.m.

MAIL OR DELIVER TO: Belmont County Commissioners

101 West Main Street

St. Clairsville, Ohio 43950

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

Any questions can be e-mailed to Mr. Brent Carpenter, Jail Administrator, at bcarpenter@belmontsheriff.com, with the subject of "INMATE COMMISSARY SERVICES RFP," until 4:00 p.m. on Monday, May 7, 2018. Written responses will be issued by 4:00 p.m. on Tuesday, May 8, 2018.

By order of the Board of Commissioners of Belmont County, Ohio Jayne Long /s/ Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, April 17 and April 24, 2018.

Upon roll call the vote was as follows:

Mr. DuttonYesMr. MeyerYesMr. ThomasAbsent

IN THE MATTER OF ADVERTISING FOR PROPOSALS FOR INMATE TELEPHONE SERVICES/JAIL

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for proposals for Inmate Telephone Services for the Belmont County Jail.

BELMONT COUNTY COMMISSIONERS LEGAL NOTICE

Advertisement for Request for Proposals

Notice is hereby given that the Belmont County Board of Commissioners is accepting proposals for the provision of <u>Inmate Telephone</u> <u>Services for the Belmont County Jail</u>. Specifications for this project may only be obtained during a mandatory pre-proposal conference/site walk-through scheduled for Tuesday, May 1, 2018, at 1:30 p.m., at the Belmont County Sheriff's Office/Jail, 68137 Hammond Road, St. Clairsville, OH 43950.

Bids are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening but are not required to do so.

BID NAME: Inmate Telephone Services for the Belmont County Jail

DUE DATE/TIME:	Wednesday, May 16, 2018, 10:25 a.m.
MAIL OR DELIVER TO:	Belmont County Commissioners
	101 West Main Street
	St. Clairsville, Ohio 43950
The Delmont County Commiss	ionora regenza the right to reject only or all 1

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

Any questions can be e-mailed to Mr. Brent Carpenter, Jail Administrator, at bcarpenter@belmontsheriff.com, with the subject of "INMATE TELEPHONE SERVICES RFP," until 4:00 p.m. on Monday, May 7, 2018. Written responses will be issued by 4:00 p.m. on Tuesday, May 8, 2018.

By order of the Board of Commissioners of Belmont County, Ohio Jayne Long /s/ Jayne Long, Clerk of the Board Two (2) Twesdays, April 17 and April 24

Times Leader Advertisement: Two (2) Tuesdays, April 17 and April 24, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FOR WDC GROUP/FORMER JAIL RESTORATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the payment of Invoice #17104.6 (Pay Request #6) for WDC Group, in the amount of \$498.40 for professional services associated with the Former Jail Restoration Project.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING THE OHIO BWC-EMPLOYER STATEMENT AND THE CCAO-WORKERS' COMPENSATION GROUP RETROPECTIVE RATING PLAN AGREEMENT FOR 2019 PROGRAM YEAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Ohio BWC-Employer Statement and the CCAO – Workers' Compensation Group Retrospective Rating Plan Agreement for the 2019 Program Year.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING

PLAN AGREEMENT

THIS AGREEMENT, dated as of <u>April 11</u>, 2018, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and <u>BELMONT COUNTY</u> ("Participant"), a political subdivision of the State of Ohio. <u>Section I: INTRODUCTION</u>

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

А.

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- B. The Participant represents and warrants as follows:
 - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in
 - good standing such that no outstanding premiums, penalties or assessments are due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

C. CCAOSC shall:

(1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.

(2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO

Group Retrospective Rating Plan; and

(3) perform such additional duties as are required of it by this Agreement.

D. The Participant shall:

(1) join and participate in the CCAO Group Retrospective Rating Plan; and

(2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OBWC pursuant to OBWC rules and procedures.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (*excluding* claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee, including, but not limited to, completing the Safety Expectations Survey and working toward accomplishing all of the Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of the Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.
- (5) Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2019 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2018. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

Date:

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retrospective Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

3/19/18 By:

Harr Keith Blosser, Managing Director, Operation

BELMONT COUNTY

Date:	4/11/18	By	: J. P. Dutton /s/		
_			Signature of Authorized C	Official	
County Nam	le:	BELMON	ΓCOUNTY		
Address:		101 W MA	IN ST		
City, State, Z	Zip:	ST CLAIR	SVILLE OH 43950		
OBWC Num	nber:	30700001			
APPROVED	AS TO FO	RM (if required)			
David K. Lil	berati, Assi	st PA			
Prosecuting A					
Upon roll ca	ll the vote w	vas as follows:			
-			Mr. Meyer	Yes	
			Mr. Dutton	Yes	

IN THE MATTER OF ENTERING INTO THE 2018 PARTICIPATION AGREEMENT BETWEEN THE COUNTY RISK SHARING AUTHORITY, INC. (CORSA) AND BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into the **2018 Participation Agreement** between the County Risk Sharing Authority, Inc. (CORSA) and Belmont County, effective May 1, 2018, for a three year renewal period terminating April 30, 2021.

Mr. Thomas

2018 PARTICIPATION AGREEMENT

Absent

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **County of Belmont, Ohio (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of May, 2018 but actually executed on the <u>11th</u> day of <u>April</u>, 2018.

I. <u>RECITALS</u>

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. <u>DEFINITIONS</u>

time.

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2021.

III. <u>THE MEMBER'S OBLIGATIONS</u>

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To retain its membership in the County Commissioners Association of Ohio.

b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

g. To follow the loss reduction and prevention programs and procedures established by CORSA.

h. To comply with the CORSA Policy Statement on Local Agency Representation, as the same is in effect from time to

i. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

j. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

k. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

1.

a.

To carry out educational and other programs relating to risk management.

b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.

c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.

d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.

e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.

f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.

g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. <u>PROGRAM DESCRIPTION</u>

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. <u>MEMBER'S CONTRIBUTIONS</u>

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the

following:

a.

- its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LÔSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2018 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. <u>EXPULSION</u>

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper

administration of CORSA.

(iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of

CORSA.

- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or
- powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. <u>DISSOLUTION</u>

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER.

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement.

XII. <u>NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY</u>

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties, joint correctional facilities, or public authorities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. <u>MISCELLANEOUS</u>

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

Belmont County Board of Commissioners 101 W. Main St. St. Clairsville, OH 43950 If to CORSA: County Risk Sharing Authority, Inc. 209 E. State Street

Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By: <u>Sherry Barbosky</u>

COUNTY OF BELMONT

<u>J. P. Dutton /s/</u>

Commissioner

Commissioner Josh Meyer /s/

Commissioner

APPROVED AS TO FORM <u>David K. Liberati /s/ Assist P.A.</u> Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND MCKINLEY & ASSOCIATES FOR ARCHITECTURAL SERVICES/HEALTH PLAN BUILDINGS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the agreement between the Board of Commissioners and McKinley & Associates for architectural services relative to renovations to the former Health Plan Buildings to transform them into county offices and court facilities.

${}^{\textcircled{\sc wave}}AIA^{\circ}$ Document B104 $^{\circ}$ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the date signed by the Owner at the end of this Agreement (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950 Telephone Number: 740.699.2155

and the Architect: (Name, legal status, address and other information)

McKinley & Associates The Maxwell Center 32 Twentieth St., Suite 100 Wheeling, WV 26003 Telephone Number: 304.233.0140; Fax Number: 304.233.4613

for the following Project: (Name, location and detailed description)

Belmont County Health Plan Building Renovation St. Clairsville, Ohio 43950

Repovations to the Health Plan Building to transform it into Coupty offices and Court. Facilities.

The Owner reserves the right to add additional scope and services as further improvements are identified and funds are available. The parties will negotiate a reasonable compensation for these services and amend this Agreement in writing to include the additional services and compensation.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the taxt of the original ALA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the loft margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

init.

1

AIA Document B104¹¹⁴ – 2007, Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and international Treaties, Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosocuted to the maximum actent possible under the law. This document was produced by AIA soltware at 17:05 59 on 04/10/2018 under Order No, 1237498590 which explays on 12/13/2018, and is not for resale. User Notes: (3B)ADA2A)

- 1

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set furth below: (State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner's initial budget for the Project (including construction and design fees) is \$2,200,000 and the Architect will perform its services based upon the Owner's budget. The Owner's budget is subject to change in the Owner's sole discretion. Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

The proposed procurement or delivery method for the Project is competitive bidding as required by the Ohio Revised Code and other procurement consistent with legal requirements applicable to the Owner based upon the size of the Project or Projects.

The estimated construction cost for any permanent improvement project will be developed at the time the Architect is asked to provide services. The parties will develop a schedule acceptable to both of them for design and construction of each scope of work covered by this Agreement.

The Architect commits the following staff and consultants to the Project:

- Staff: Project Executive: Ernest Dellatorre, President Project Manager: Christina Schossler, AIA
 - Other staff will be identified as needed.

Consultants: Brandstetter Carroll, Inc.

The Owner's Representative for the Project for routine daily communication and information needed by Architect is Jack Regis, Facilities Manager; Telephone: 740-310-3402 (Cell); Email: jack.regis@co.belmont.oh.us

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation in accordance with the terms of this Agreement.

§ 1.3 In the event of any inconsistency, the provisions of this Agreement shall control over any purchase order, proposal, or separate terms and conditions.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3, and include usual and customary architectural, civil, structural, mechanical, plumbing, technology, and electrical engineering services.

§ 3.1.1 The Architect shall review any design documents for existing facilities provided to the Architect by the Owner and field verify actual conditions, including IIVAC, electrical, and any special systems. The Architect shall verify location of all tie-in and shut-offs that are within the Project limits and/or will be required to perform the Work. The Architect shall not include any fees for investigatory testing, but shall make recommendation to the Owner for necessary testing to support a thorough preparation of design documents. If testing is required, the Owner will contract separately for such testing services. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, emission or inconsistency in services or information provided by the Owner.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the enlities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner in writing of the results of these contacts and any impacts on Project requirements. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Froject, including, but not limited to, assigning the Owner with the preparation of such documents and filing same with the appropriate authority or agency.

§ 3.1.4 To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall provide services to investigate existing conditions or facilities.

§ 3.1.5 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Architect's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to this Project, and the Architect shall preserve these for a period of four years after final payment, or for such longer period as may be required by law. In the event that the Architect's records are not available at the agreed upon time or place, or in the event that the Owner finds incomplete records or inaccurate accounting of paid expenses, the Architect must reimburse the Owner for its time, travel, and related expenses, and the Architect shall reimburse the Owner the full amount of any discrepancies or overages.

Init. AlA Document B104TM – 2007. Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AlAP Document is protected by U.S. Copyright Law and International Trnaties. Unauthorized reproduction of distribution of this AlAP Document, or any portion of it, may result in severe civil and oriminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:59 on 04/10/2018 under Order No. 12:37498590 which copires on 12/13/2018, and is not for resale. User Notes: [380AD/2A]

init.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, consult with the Owner to develop the scope for the Project, and review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings, elevations, specifications, and other documents appropriate for the Project, and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

 \hat{g} 3.3.1 Based on the Owner's approval of the Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in preparing a Project Manual to be issued to bidders. The Architect shall assist the Owner and Owner's legal counsel in the development and preparation of (1) bidding and precurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction contract documents, and other Conditions); all of these documents are referred to as the "front end construction contract documents." The front end construction contract documents included in the Project Manual will be provided by the Owner's legal counsel, and the Architect will work with the Owner's legal counsel and the Owner to prepare the documents in a final form appropriate for the Project for inclusion in the Project Manual issued to bidders. The Architect shall compile the front end documents prepared by the Architect, as well as the other front end construction contract prepared by the Architect, as well as the other front end construction contract documents are referred to as set.

§ 3.3.5.1 The Architect shall assist the Owner in soliciting bids for the Work, in conformance with applicable requirements of the Ohio Revised Code, from prospective contractors; evaluating responsiveness of bids and the responsibility of the bidders for the work; determining the lowest responsible bid for the work, if any; and awarding

AlA Document B104¹⁶ -- 2007. Copyright © 1974, 1979, 1987, 1987 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AlA® Document is protected by U.S. Copyright Law and international Treatios. Unautherized reproduction or distribution of this AlA® Document, or any parties of it, may result in source civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:50 on 04/10/2018 under Order No. 1237466660 which expires on 12/13/2018, and is not for resols. User Notes: (309ADA2A)

and preparing contracts for construction. As soon as possible after the award of the contracts by the Owner, the Architect shall coordinate with the Owner's legal counsel to prepare the contract(s) for execution by the Contracter(s), using the contract form included with the front end construction contract documents. The Architect shall coordinate obtaining signatures of the Contractors, delivering the executed contracts to the Owner for approval and execution, and returning an original copy to each Contractor of its contract.

§ 3.3.5.2 COMPETITIVE BIDDING

§ 3.3.5.2.1 The Contract Documents will define the bidding requirements and will include required Project firms, all of which will be published in the Project Manual prepared for the Project and provided to bidders.

§ 3.3.5.2.2 The Architeet shall assist the Owner in soliciting bids for the Project by:

- identifying a reprographer and coordinating with that company to define responsibilities for the reproduction of Contract Documents for distribution to prespective bidders;
- .2 working with the reprographer to distribute the Contract Documents to prospective bidders, requesting their return to the reprographer upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders (unless documents are provided electronically with or without the use of a reprographer);
- 3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 in cooperation with Owner's legal counsel, preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Contract Documents to all prospective bidders in the form of addenda;
- .5 considering requests for substitutions, if the Contract Documents permit substitutions, and preparing and distributing addenda identifying approved substitutions to all prospective bidders;
- .6 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bid results, as directed by the Owner;
- .7 evaluating the bids received, in coordination with representatives of the Owner, and preparing a recommendation to the Owner for award of contracts for the Work;
- .8 working with Owner's legal counsel, coordinate the contract signing process, including obtaining all required documentation from the successful bidders for the Work, and working with the Owner's representatives and its legal counsel to return bid guaranties to unsuccessful bidders, and to provide information needed to prepare the notices to surety and surety agent and the notice of commencement required by the Ohio Revised Code.

§ 3,4 CONSTRUCTION PHASE SERVICES

§ 3,4,1 GENERAL

Init.

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor, including, but not limited to, weekly site visits and review processing of submittals, requests for information, change orders, and applications for payment, as set forth below and in AIA Document A107TM-2007, Standard Ferm of Agreement Between Owner and Contractor for a Project of Limited Scope, as modified by the Owner and the Architect unless the parties agree on a different from of contract and general conditions for the Work.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section shall relieve the Architect of its duty to use reasonable care to endeavor to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing, the Architect will coordinate a meeting with the Contractors prior to

the expiration of the one-year period for correction of Work as a Basic Service and will participate in the meeting and work with the Owner to address any issues identified during the meeting.

§ 3.4.1.4 Communication with Contractors. The Architect agrees to act as the representative of the Owner in connection with any communication by or with the Contractors; in most situations, communications from the Contractors to the Architect and from the Architect to the Contractors will be issued through the Architect. Notwithstanding anything to the contrary in this Agreement, the Owner has not relinquished its right to communicate with Contractors directly. The Owner acknowledges, however, that all direction for the prosecution of the Work to Contractors must be initiated by the Architect and that any comments with respect to the Project from individual members of the Owner or its staff shall be directed to the Owner's Contact identified on page 1 of this Agreement for communication to the Architect. The Architect shall not be responsible for any acts or omissions of the Contractors resulting from such communications made directly by the Owner. Unless and until the Architect is notified that the Owner's Contact has changed, the Owner's Contact for purposes of official notifications required related to the Project and this Agreement is the Owner's Representative.

§ 3.4.1.5 The Architect shall coordinate and lead progress meetings to be attended by the Owner, Contractor, and Architect, and any necessary Subcontractors and Subconsultants. The Architect shall provide an agenda in advance or each meeting and shall be responsible for memorializing all Project meetings. Meeting minutes shall be distributed by the Architect no later than 24 hours after any meeting.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect, and the Architect's subconsultants, as necessary, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect's observations shall include final testing and start-up of equipment included in the project scope. However, the Architect shall not be required to make exhaustive or continuous en-site observations to check the quality or quantity of the Work. On the besis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work and from the most recent construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) evaluation of the Contractor's manpeover and productivity in comparison to the approved construction schedule. The field report shall be in a format acceptable to the Owner. Nothing in this section shall relieve the Architect of its duty to use reasonable care to endeavor to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4,2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Architect shall keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of the Architect's response, and a summary of the response. The Architect shall keep all correspondence and documentation related to such requests organized in a systematic manner and shall make such documentation available to the Owner upon the Owner's request.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect, unless the Owner and Contractor designate another person to do so, shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. The Architect's initial decision on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

1

AIA Document B104^{ns} – 2007, Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Tractice. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and oriminal penalties, and will be prosecuted to the maximum extent possible under the taw. This document was produced by AIA software at 12:05:58 on 04/10/2016 under Order No. 12:37498590 which expires on 12/13/2018, and is not for resale. User Notes:

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The Architect shall decline to certify the final payment application to the extent the Contractor has not submitted appropriate waivers of claim or other documents required by the Contract Documents. Notwithstanding the foregoing, the Architect has discretion to adjust the amount certified when missing documentation is deemed by the Architect, in consultation with the Owner's Representative, to be relatively inconsequential or beyond the control of the Contractor, such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.3.3 Consistent with its standard of care, the Architect will advise the Owner in writing, which writing may consist of notations in the job progress meetings, at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which can be reasonably observed in the course of the Architect's observations, given the stage of completion of the Work. The Architect shall decline to certify the final payment application to the extent the Contractor has not submitted any waivers of claim under the Ohio Mechanic's Lien laws or other documents required by the Contract Documents for labor and/or materials listed on the attachment to the Contractor's previous Application for Payment or other documents required by the Contract Documents. Notwithstanding the foregoing, the Architect shall have discretion to adjust the amount certified when missing documentation is deemed by the Architect, in consultation with the Owner's representative, to be relatively inconsequential or beyond the contractor such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. In no event shall the Architect's approval be construed to waive, alter, or amend the Contractor's obligation to provide what is required or reasonably implied by the Contract Documents, and in no event shall the Architect be responsible for the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contractor's failure to provide what is required by the Contract Documents.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of a clarification and the nature of the clarification requested. The Architect's response to

Init. AIA Document B104¹⁸ – 2007. Copyright to 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treatise. Unauthorized reproduction or distribution of this AIA® Document, or any portion of 8, may result in severe civil and criminal penalties, and will be prosecuted to the maximum actent possible under the law. This document was produced by AIA softworp at 17:05:59 on 04/10/2016 under Order Ne. 1207498590 which expires on 12/10/2018, and is not for resule. User Notes: (3894DA2A)

such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect will review costs proposed by Contractors for changes to the Work and negotiate a reasonable cost for the change, which will be documented by written change order and approved by the Owner.

§ 3.4.5.1 The Architect shall maintain a record of all change orders for the Project that shows the status of each change order, identifies potential change orders and includes the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by the Architect and Owner to accomplish the Work. The Architect shall furnish an updated copy of the change order record to the Owner upon request.

§ 3,4,8 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; prepare a list of incomplete or unsatisfactory items and a schedule for their completion for each Contractor; conduct a final review of the Work; evaluate completion of the Work included on the punch list; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents. To the extent a Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, the Architect in its role as design professional shall communicate with the Contractor and monitor its progress to complete its Work and correct any defective or non-conforming Work. When each Contractor achieves final completion of its Work, the required documentation referenced above and in Section 3.4.3.3 will include affidavits of payment to evidence waiver of lien claim rights under the Ohio Mechanic's Lien Law from the Contractor's major subcontractors and suppliers and consent of surety to final payment provided by the Contractor's surety.

§ 3.4.6.1 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED⁸ Certification, fast-track design services, and any other services not otherwise included in this Agreement. If the Owner requests a service not indicated as being included in Basic Services or shown as not provided, the parties will negotiate a reasonable compensation for that service and will sign a written amendment to this Agreement to add the services and related compensation.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

.1 On-site representation in excess of one visit per week during the Construction Phase

§42 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with

AlA Document B104¹⁰ – 2007, Copyright © 1974, 1975, 1987, 1997 and 2007 by The American Institute of Architects, All rights reserved, WARAENG: This ALA® Document is protected by U.S. Copyright Law and International Tractice, Unauthorized reproduction or distribution of this ALA® Document, or any perion of it, may result in severe civil and criminal penaltice, and will be processed to the maximum extent possible under the law. This document was produced by ALA software at 17:05:50 on 04/10/2018 under Order No. 12:07468650 which expires on 12/15/2018, and is not for resole. Init. (SB9ADA2A) User Notes:

this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3. Nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. Should the Architect believe that proposed Additional Services are essential for the performance of the Architect's professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief. If the Owner determines that the proposed Additional Services (which the Architect has suggested are essential) are included in the Architect's Basic Services, the Architect shall perform them, submitting written notice to the Owner before performing those services, stating that the Architect disputes the Owner's determination that those services are Basic Services and that the Architect does not waive his right to seek compensation for those services by performing them. If the Architect fails to timely provide such notice, the Architect shall be deemed to have waived the right for compensation for performing the Additional Services.

§42.1 Prior to providing any Additional Services not previously agreed upon and contained in an amendment to this Agreement, Architect will provide Owner with written notice of the Additional Service(s) to be performed and will seek Owner's written approval prior to beginning performance any such Additional Service(s). The Owner has discretion to approve or reject any such proposed Additional Service.

§ 4.2.2 The Architect has included in Basic Services one site visit per week over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§42.3 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives accepted by the Owner. This work would be prepared by the Architect at the request of the Owner as an Additional Service. The Architect shall seek written and signed consent from the Owner before performing any Additional Service(s) that will require an increase to the Architect's Compensation.

§ 42.4 This Agreement will continue as long as the Owner wishes to use the services of the Architect for the Project.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manuer regarding requirements for and limitations on the Project, including the information necessary to develop a written program which shall set forth the Owner's objectives, schedale, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall firmish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soils, structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, it being

AlA Document B104** – 2007. Copyright © 1974, 1978, 1987, 1987 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This
 AlA* Document is protected by U.S. Copyright Law and international Treaties. Unautherized reproduction or distribution of this AlA* Document, or
 any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent pessible under the law. This
 document was produced by AIA software at 17:05:59 on 04/10/2018 under Order No. 1237468550 which expires on 12/13/2018, and is not for reselp.
 User Notes:

understood that the Owner has no duty to search for the same, nor is the Owner a professional skilled in finding such faults or defects.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors* general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate hids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase. Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

Init. AIA Document B104^{IIII} – 2007. Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA^{III} Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA^{III} Document, or any portion of it, may result in severe skill and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05 66 on 04/10/2018 under Order No. 1237498690 which expires on 12/13/2018, and is not for reselv. User Notes: (380ADA2A)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all soms when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce (including electronically) applicable published/issued portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. In the event of termination of this Agreement for whatever reason, the Architect grants the Owner a nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 Subject to the agreement of any applicable property insurer, to the extent damages are actually recovered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107TM-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as modified by the Architect and Owner, unless the parties agree on a different from of contract and general conditions for the Work. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

AIA Document B104TM = 2007, Copyright © 1974, 1978, 1987, 1987 and 2007 by The American Institute of Architects, All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severa civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was preduced by AIA software at 17:05:59 on 64/10/2018 under Order No. 1237468590 which expires on 12/13/2018, and is not for reselp. User Notes: (309ADA2A)

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be conducted in accordance with its Construction Industry Mediation Procedures of the American Arbitration Association (unless the parties agree to another process) in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties agree that neither will request mediation with the American Arbitration Association until notice of the request for mediation has been provided to the other party and the parties have been unable to agree upon an independent mediator in a reasonable amount of time.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction as defined in Article 10.

Other (Specify)

§ 8.3 ARBITRATION [Section 8.3 and all related subsections are deleted] § 8.3.1

- § 8.3.1.1
- § 3.3.2

§ 3.3.3

§ 3.3.4 CONSOLIDATION OR JOINDER [Section 8.3.4 and all related subsections are deleted] § 3.3.4.1

§ 8,3,4,2

5 8.3.4.3

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init. AIA Document B104™ – 2007. Copyright © 1074, 1978, 1987, 1997 and 2007 by The American Institute of Architects, All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties, Unsutherized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:59 on 64/10/2016 under Order No. 1257498590 which expires on 12/13/2018, and is not for resails. User Notes: (389ADA2A)

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph Deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3. The parties agree that jurisdiction for any disputes that arise in connection with this Agreement that are not settled through mediation shall be the Belmont County Court of Common Pleas. The parties agree to waive any rights to remove any such disputes to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope, as modified by the Owner and Architect, unless the parties agree to use a different form of agreement and general conditions.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. However, it is understood that the Owner is an intended thirdparty beneficiary of the Architect's agreements with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.

§ 10.6 The Architect 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 at the Project site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should the Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, the Architect shall immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third-party (without the advance written consent of the Owner or as otherwise permitted under this Agreement) any confidential, proprietary, or privileged information or documentation of financial or strategic planning or operational information or documentation.

Init,

1

AlA Document B104^{rs} – 2007, Copyright © 1974, 1978, 1937, 1997 and 2007 by The American Institute of Architects, All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treatics, Usauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penaltics, and will be prosecuted to the maximum extent possible under the taw. This document was produced by AIA software at 17:05:59 on 04/10/2018 under Order No. 12374986596 which expires on 12/13/2018, and tend for resale, User Neles: (389AD92A)

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The Architect's compensation for its Basic Services shall be 8% of the Total Construction Cost, plus \$3,500 for the Programming Phase, plus Reimbursable Expenses as defined in paragraph 11.8, not to exceed \$3,000.

Total Construction Cost shall be the contract amount contained in the bid of the contractor awarded the construction work.

The Programming Phase shall include the following:

First Visit – As the first stage of the Project, the effort here is to define the scope of work. Interviews will be conducted with the Commissioners, Judges, and with each of their Clerks individually. The purpose is to get the Commissioners' vision for the renovations and an understanding of how each Judge conducts their courts. This information will enable the Architect to prepare concepts and a preliminary floorplan for review. At this time, the Architect will also be investigating each of the buildings to verify existing drawings, review ADA issues, and document current MEP systems.

Second Visit – Presentation of preliminary floor plans for comments and discussions.

Third Visit - Final floor plans presented and approved before moving into design phase.

Invoices will be submitted by the Architect detailing services provided during each month by the Architect.

Fees will be billed based on the Architect's Estimate of \$2,000,000 until actual construction costs are determined by acceptance of bids by the Owner. Once actual construction costs are determined, then the prior fees that have been paid shall be adjusted at the time of the next payment to Architect to account for any differences between the Architect's Estimate and actual construction costs.

Once a budget estimate for the Project is approved by the Owner, a lump sum fee may be agreed to by both parties, and documented as an amendment to this contract.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

.1 On-site representation in excess of one visit per week during the Construction Phase: \$840 per day or \$105 per hour, whichever is less

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Additional Services shall be compensated upon written, signed agreement between the Owner and Architect, as set forth in this Agreement. No Additional Services shall be performed without written, signed agreement between the Owner and Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as otherwise stated below:

1

AIA Document B104⁷⁸ – 2007, Copyright © 1974, 1970, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treatise. Unautherized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the jaw. This document was produced by AIA software at 17:05:59 on 04/10/2018 under Order No. 1237498650 which expires on 12/13/2018, and is not for resula. User Notes:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

 11.5.1 Schematic Design Phase 11.5.2 Design Development Phase 11.5.3 Construction Documents Phase 11.5.4 Bidding/Negotiation 	percent (percent (percent (percent (15 20 40 5	%) %) %) %)	
11.5.5 Construction Phase	percent (20	36)	
Total Basic Compensation	porcent (100	%)	

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable in the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourty billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit B

(Table Deleted)

§ 11.3 COMPENSATION FOR REINBURSABLE EXPENSES

§ 11.8.1 Subject to Section 11.1, Reimbursable Expenses are expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows. If the Architect believes that it will incur an expense that is cutside the scope and/or not-to-exceed amount of those Reimbursable Expenses included in the Basic Services compensation, it will notify the Owner and obtain prior written permission to incur the expense before seeking reimbursement,

(Paragraphs Deleted)

Init.

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project provided that the Owner may pay these amounts directly if requested in sufficient time to process and issue the payment;
- .2 Normal and reasonable cost of printing, reproductions, plots, standard form documents except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants ahall not be reimbursable; the Owner may pay directly the costs of printing of contract documents for bidding and construction through an account with a reprographer;
- Postage, handling and delivery;
- .4 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 Normal and reasonable cost of renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants, with the Owner' prior written approval;

15

AIA Document B104^{ma} – 2007. Copyright@ 1974. 1978. 1987, 1987 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Tractices. Unauthorized reproduction or distribution of this AIA® Document, ar any portion of it, may result in severe civil and criminal penalties, and will be presecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:09 on 04/10/2018 under Order No. 1237498590 which expires on 12/13/2018, and is not for resals. User Notes: [389AD42A]

- All taxes levied on professional services and on reimbursable expenses;
- .8 Site office expenses;
- .9 [Not Used.]
- .10 Long distance services, dedicated data, and communication services, teleconferences, Project Web. sites, and extranets; and
- .11 Other similar Project-related expenditures.

The parties anticipate that items .1 and .2 are Project expenses that will be paid directly by the Owner. To the extent that postage, handling, and delivery, as described in item .3, are related to distribution of Contract Documents to bidders and to the successful bidders for Work, this cost is a Project expense.

§ 11.3.2 For Reimbursable Expenses that the Owner agrees to pay to the Architect the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

11.8.3 Reimbursable Expenses shall be submitted to the Owner no later than 60 days after such expense is incurred by the Architect. The Architect's failure to timely submit Reimbursable Expenses to the Owner as required herein, shall be an irrevocable waiver of the Architect's right to reimbursement for such Reimbursable Expense.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

This section is deleted.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice,

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

zero %0

§ 11.10.3 [Not Used.]

1

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Non-Discrimination. Architect agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shell by reasons of sex, race, creed, color, religion, national origins, handicap, or ancestry discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of sex, race, creed, color, religion, national origins, handicap, or ancestry,
- .3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

AIA Document B104¹⁹ – 2007, Copyright © 1974, 1970, 1967, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe chill and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This Init. document was produced by AIA software at 17:05:59 on 04/10/2018 under Oxder No. 1237498590 which explose on 12/13/2018, and is not for resaie. User Notes: (355ADA2A)

.4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

§ 12.2 Ethics. The Architect certifies that it is aware of the ethics responsibilities contained in Ohio Revised Code. Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

§ 12.3 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements below. The certificates will name the Owner as an owner of the certificate on all policies and as an additional insured on the Comprehensive General Liability.

- .1 General Liability -- \$1,000,000 each occurrence; \$2,000,000 general aggregate
- .2 Automobile Liability --- \$1,000,000 combined single limit
- .3 Workers' Compensation as required by Ohio law
- .4 Professional Liability \$1,000,000 per claim.

§ 12.4 Alternates. The Architect will prepare Alternates for bidding changes in material, equipment, and products requiring minimum documentation in the Drawings and Specifications alterations at no increase in fee. In the event a lump sum fee has been established and Alternates require major changes in documentation or additional documentation, as when additional area is added to the basic project scope, the Architect's compensation for each alternate will be established at the time the alternate is proposed. If the Owner does not select the alternate at the time contracts are awarded for a Project, the Architect will be paid for its services to design the alternate, based upon the percentages stated in Section 11.5.1 through 11.5.4 for completion of design phases through bidding phases.

§ 12.5 Indemnification. The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability, or cost (including reasonable attorney fees and cost of defense) to the extent caused by the Architect's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of its consultants or anyone for whom the Architect is legally liable.

§ 12.6 All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, is subject to the attorney-elient privilege that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation, correspondence, notes, memoranda, notes of meetings, and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner and a third-party. This paragraph is not intended to impede communications between the Architect and any Contractor seeking a decision from the Architect on a claim or dispute related to the Project.

§ 12.7 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.

Init.

AlA Document B104TM – 2007, Copyright © 1074, 1978, 1987, 1907 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unsutherized reproduction or distribution of this AIA® Document, or any perion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:39 on 04/10/2018 under Order No. 12:574:98590 which expires on 12/13/2019, and is not for resale. User Notes: (389ADA2A)

§ 12.8 Partial invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 12.9 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

§ 12.10 Construction. The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

§ 12.11 No Findings for Recovery. The Architect represents that the Architect is not subject to a finding for recovery, under Section 9.24. Ohio Revised Code, or that the Architect has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

§ 12.12 Captions. The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

§ 12.13 Notice. A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect of it delivered to or sent by registered or certified mail, Return receipt requested, to the last known address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in this Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.

§ 12.14 Assignment. This Agreement shall not be assigned in whole or in part, including the right to payments, by the Architect without the Owner's prior written consent.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below: (List other documents, if any, including additional scopes of service and ALA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A – Architect's Proposal, dated March 1, 2018 Exhibit B – Architect's Hourly Rates

This Agreement entered into as of the day and year signed by the Owner below.

Init. AIA Document 8104^{IIII} – 2007. Copyright D 1974, 1078, 1087, 1087 and 2007 by The American Institute of Architects, All rights reserved, WARNING: This AIA® Document is protocted by U.S. Copyright Low and Internetional Tractics, Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in sovere civit and criminal penalties, and will be prosocuted to the maximum extent possible under the law. This document was produced by AIA software at 17:05:59 on 04/10/2018 under Order No. 1237496660 which expires on 12/13/2018, and is not for resule. User Notes: (389ADA2A)

, <i>'</i>	• *	
	OWNER - Board of Commissioners of Belmont	ARCHITECT – McKinley & Associates
	County, Ohio	En Eulalan
	(Signature) PI JI	(Signafure)
	J.P. Dutton President of the Board of Commissioners	Ernost Dellatorre, President
	(Printed name and title)	(Printed name and title)
	4/12/18	

CERTIFICATE OF AVAILABLE FUNDS (Section 5705.41, O.R.C.)

The undersigned, Fiscal Agent for Belmont County, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the preceding contract, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation-or expenditurence.

DATED: 4-12-18

"Fiscal Agent Belmont County, Ohio

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Thomas	Absent

Discussion-Present: Judge Eric Costine, Prosecutor Dan Fry and Clerk of Courts David Trouten. Mr. Dutton said they received 12-15 proposals from architects and narrowed the list down to six. The Board of Commissioners interviewed those firms and ranked them after the interviews. He said all six firms were good, but McKinley's came in number one. They have experience in doing projects like this one. Mr. Dutton said they will have meetings with McKinley's and look at each department that will be locating there and what their needs are and how the project will move forward. He said the county courts will be consolidated under one roof in the upper building as well as the Prosecutor. The lower building will house Board of Elections and the Title Office. Both of those entities are paying approximately \$110,000 a year in rent in the locations they are in. Mr. Trouten said they are looking forward to moving the Title office. He noted their lease will need to be renewed the beginning of July. He feels it will be a great central location. Judge Costine said, on behalf of all the County Court judges, they are excited to move forward.

OPEN PUBLIC FORUM-Richard Hord asked for an update on what is happening at the East Ohio Regional Industrial Park in Barnesville. Mr. Dutton said the Board is actively working to expand the amount of sites they have for future development. He said the state is stressing that the county has sites available for potential development. Mr. Dutton said it has been one of their top priorities over the past year and they are

doing all they can to have a larger inventory of sites to show prospective companies that are looking to locate businesses in Belmont County. Larry Merry, Port Authority Director, said sites are being enhanced and businesses are being encouraged to locate to Belmont County. He said there are currently four buildings in the Industrial Park and he's confident additional buildings will be built in the next year or two.

David Jones said he took offense to an ad that was in the paper on Sunday regarding Belmont County losing thousands of dollars on the land sale. He said he is on the Port Authority Board and they discussed the sale of the Old Children's Home. He doesn't see how anyone can say Belmont County is losing thousands of dollars on a land sale when it was sold for \$7,000 an acre. He said he has sold a lot of land in Belmont County and he has never sold any for \$7,000 so he thought they were offered a good price. He said the individual that purchased the land is probably the largest employer and has done more in Belmont County in developing land than anyone else in Belmont County. Mr. Jones said the Old Children's Home has been sitting there for years with nothing being done. He looks at it as Belmont County gaining thousands of dollars from the tax revenue since he knows the individual will do something with this land. Mr. Jones said he looked at auctioning it in different segments and there was no way he would come up with that kind of money. Mr. Dutton said the Board of Commissioners deals with a lot of boards in the county and they appreciate the individuals that serve on them. He said, personally, he is very proud of the Port Authority Board; they have a good diversity of individuals that serves on that board with a good mix of different backgrounds that provide different perspectives. Mr. Dutton said the Board of Commissioners are very diligent and put a lot of thought into making their decisions. They had a piece of property in Barnesville that the county had owned for a very long time and for whatever reason the property was never developed. He said they did not see anything in the short term or long term where the county was going to build a structure on that property. It has been advertised on one of their job ready sites for several years without much interest. Mr. Dutton said when the offer was received on that piece of property at a very fair price they thought it was time for the county to act. They think, down the road, there could be economic development happening on that property. He said he doesn't think it's a good decision, for the county, to hold on to property if they don't have a plan for the property. Mr. Merry addressed the issue and read some information he prepared with some facts. He said JEDD II formed in 2012 that encompassed the entire Children's Home property. At that time the property was about 140 acres. In 2012 the Port Authority was approached by a real estate company, Jeru, which wanted to purchase 60 acres of ground. This went through a Commissioners' public meeting and a Port Authority meeting. He said the entire time the county owned the Children's Home property not one dollar of real estate taxes was collected. Since that five-year period, five brand new buildings have been built and one of the existing buildings has been remodeled on that site. The county will collect \$32,840 in real estate taxes, this year, on that property and there is a little over 300 employees that are based there. "The developer wanted to expand his efforts and I can't think of a better thing to do than to turn it over to somebody that has that kind of track record and going to pay that kind of price," said Mr. Merry. He said the Port Authority has had the property on their website for years and he has only been contacted by the people that purchased it. An appraiser looked at the property and said it was worth around \$5,000 - \$6,000 and the developer offered \$7,000, said Mr. Merry. Mr. Dutton noted they did have detailed conversations with the Mayor of Barnesville and the Village Council to get their perspective on the proposal.

Rudy Mokros questioned the water rate increases and asked why there are going to be public hearings for the license plate fee increase, but none were held for the water rate increases. Mr. Dutton explained public hearings are part of the process, by law, for increasing the license plate fees. He said the board has discussed the (water) increases since he took office. Mr. Mokros said he called the Water Department and asked why they did not notify customers and was told they couldn't notify 10,000 customers. Mr. Dutton said in the last 15-20 years it was not managed properly. An inordinate amount of debt was taken out, rates were not kept up to pay for that debt and it was choking off the department. They couldn't go to the state for grants since the rates were so low that they (the state) couldn't justify giving the county money. Mr. Dutton said in his opinion there was no other option than to raise rates.

9:30 Barb Ballint, Executive Director Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT FOR JANUARY, FEBRUARY & MARCH 2018

Ms. Ballint presented her report for the months of January, February & March 2018. She reported that they receive the most applications to date for their grant program (GAAP) and will be giving over \$99,000 to 40 applicants. She said lodging tax receipts are up and provided a current report.

9:45 Jennifer Woollard, Director, Belmont Co. Animal Rescue League Re: Memorandum of Understanding/Animal Shelter

Mr. Dutton said one of the things the board has been consistently working on for over a year since he has been here is the Animal Shelter. He said last year they had a situation regarding the budget, the shelter was running at a deficit, to the point of where it was becoming an issue and they knew it couldn't continue to be run that way. They were trying to find a way to right that ship and maintain the best level of service for the well-being of animals in the county, particularly dogs. He said they have been doing a lot of research and meeting with entities like the Ohio Dog Warden's Association, toured Jefferson County's facility and talked to individuals in Pickaway County, Licking County and some other counties that seem to have a pretty beneficial situation in terms of how they deal with animal welfare. One of those counties has a county run dog shelter and are working with a non-profit in that county that has another building, so there are basically two entities handling animal welfare; the county deals strictly by the Ohio Revised Code where the non-profit is going above and beyond those responsibilities and meeting those other needs, said Mr. Dutton. Jefferson County has one facility and a partnership with a non-profit. He said the Board has been talking with various non-profits in Belmont County to try to get a sense of where there is some potential collaboration so at the end of the day they are providing, as a group, a better level of service. The Board has had a conversation with Belmont County Animal Rescue League (BCARL) which has a history of working with the shelter and they are going to discuss a Memorandum of Understanding to look at the shelter to try to see if they can do some work together. Ms. Woollard said BCARL's mission is to better the welfare of the animals so they have taken the county's request seriously in regard to the animal shelter. They have hired a consultant that has met with BCARL and the county to talk about various avenues they can explore with the county. She said BCARL is very excited to be signing the Memorandum of Understanding and feels it is a first step. They will be having some hands on work with the shelter to see where they can go from here. They hope it works well with their other programming and thinks a partnership will enhance those programs. Mr. Dutton said they appreciate BCARL's interest in trying to find some collaboration and see if there are ways to find some efficiency to get the best care for the animals. He said we are still in the transition phase with the shelter and feels we have made some great strides and made some changes that are a benefit to the county. Mr. Mokros asked if BCARL has their own building. Ms. Woollard said they have a building, but they do not house animals. It depends on where they go from here if they will get one and see what they can do. Mr. Mokros said he feels it is wrong the state doesn't allow for cats to be taken care of by the county. Mr. Dutton said the county still takes care of cats at the animal shelter, but has limited the intake of cats due to the population numbers-it's not healthy for the cats. Ms. Woollard said there are many programs in Belmont County that works specifically with cats and BCARL has spay and neuter programs. She said they are trying to educate people about spay and neuter. The county has a budget and has to control what they are taking in to some degree and it's fortunate there are other programs in Belmont County that are housing cats.

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY ANIMAL RESCUE LEAGUE (BCARL) TO PROVIDE ACESS TO THE BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Memorandum of Understanding by and between the Belmont County Commissioners and Belmont County Animal Rescue League (BCARL) agreeing to provide access to the Belmont County Animal Shelter and information to determine what role BCARL may play in the future operations of the shelter.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this <u>11th</u> day of <u>April</u>, 2018 by and between Belmont County Commissioners ("County") and Belmont County Animal Rescue League ("BCARL").

WITNESSETH

WHEREAS, County operates an animal shelter located at 45244 National Road, St. Clairsville, OH 43950; and

WHEREAS, BCARL is a non-profit corporation actively engaged in the promotion of care of domestic animals in Belmont County;

and

WHEREAS, BCARL and County wish to explore options whereby BCARL may assist County in the operation of the Animal Shelter, and to that end, BCARL has requested, and County has agreed, to provide access to said Shelter and information related to the operations of the shelter which may permit a more detailed determination as to what role BCARL may play in the future operations of the Animal shelter.

NOW THEREFORE, County and BCARL agree as follows:

County shall permit certain representatives designated and identified by BCARL ("BCARL Designees") to have access to the (1)premises known as the Belmont County Animal Shelter at such times as are approved by the Dog Warden.

BCARL Designees shall be volunteers, and shall sign and deliver to the Dog Warden, such forms as are customarily required (2) by volunteers working at the Animal Shelter. Proper completion, signature, and submission of the forms is a requirement for the BCARL Designees to be on the premises.

BCARL Designees shall work under the supervision of the Dog Warden. (3)

The Dog Warden shall provide the BCARL designees with access to financial information related to funding, operation, costs, (4)and other expenses of the Shelter. BCARL designees will be provided with access to properly document intake and outcomes of animals including computer systems and other tracking mechanisms used by the shelter.

(5) During any hours that Shelter staff is in the building, BCARL Designees shall be able to observe the operations of the Shelter under the supervision of Dog Warden.

County and BCARL intend this Memorandum of Understanding to provide a period under which additional information can be (6) gathered by both parties in order to determine whether it is feasible for a contractual arrangement to exist between County and BCARL with respect to operations at the animal shelter, and nothing contained herein shall be construed as a contractual arrangement between County and BCARL, other than an agreement for the sharing of information.

BCARL or County may terminate this agreement at any time, for any reason, or for no reason, by giving 24 hours' notice to the (6) other party.

Executed this 11th day of April, 2018.

BELMONT COUNTY, OHIO, a political subdivision of the State of Ohio <u>J. P. Dutton /s/</u> J. P. Dutton, President Josh Meyer /s/ Josh Meyer, Vice-President

Mark A. Thomas **BELMONT COUNTY ANIMAL RESCUE LEAGUE** By: Jennifer Wollard /s/ APPROVED AS TO FORM: David K. Liberati /s/ Assist P. A. PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:10 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 10:31 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:31 a.m. Upon roll call the vote was as follows:

Mr. Dutton Yes Mr. Meyer Yes Mr. Thomas Absent

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF EXTENDING PROBATION FOR TIMOTHY EDGAR, BILLING CLERK/SSD

Motion made by Mr. Dutton, seconded by Mr. Meyer to extend the probation for Timothy Edgar, Billing Clerk at Belmont County Sanitary Sewer District, for an additional 60 days - to June 16, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Prosecutor Dan Fry and Assistant Prosecutor Dave Liberati pursuant to ORC 121.22(G)(3) Court Action exception.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 11:26 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:26 a.m. Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Absent

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TO BE TAKEN AT THIS TIME

RECESS

Reconvened Thursday, April 12, 2018 at 9:12 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 9:12 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 9:52 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 9:52 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TO BE TAKEN AT THIS TIME

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 9:53 A.M.

Motion made by Mr. Dutton, seconded by Mr. Thomas to adjourn the meeting at 9:53 a.m. Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Thomas	Yes
Mr. Meyer	Yes

Read, approved and signed this 18th day of April, 2018.

J. P. Dutton /s/

Mark A. Thomas /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, J. P. Dutton and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/ PRESIDENT

Josh Meyer /s/ CLERK