

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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 Mrs. Favede, seconded by Mr. Coffland 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 \$555,458.79

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	E-0057-A006-F06.011 Veterinary Services	\$25,000.00

K00 MVGT-ENGINEER'S FUND

FROM	TO	AMOUNT
E-2811-K000-K10.000 Other Expense	E-2811-K000-K09.004 Workers Comp	\$889.82
E-2811-K000-K10.000 Other Expense	E-2813-K000-K35.004 Workers Comp	\$1,745.04
E-2812-K000-K16.013 Contract Project	E-2812-K000-K13.012 Equipment	\$58,069.00
E-2812-K000-K24.000 Other Expense	E-2812-K000-K22.004 Workers Comp	\$8,161.18

O52 BOND RETIREMENT-2014 REFUNDING 92 BOND FUND

FROM	TO	AMOUNT
E-9252-O052-O01.050 Principal Loan Payments	E-9252-O052-O02.051 Interest Payment	\$7,775.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$59,738.76
E-8010-S030-S53.000 Medical	E-8010-S030-S60.000 Maintenance	\$3,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S60.000 Maintenance	\$5,790.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S64.012 Equipment	\$6,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S66.003 PERS	\$3,500.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S70.005 Medicare	\$400.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S05.004 Workers Comp	\$177.82

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>2016/Q1 Casino Revenue</i>	R-9029-N029-N04.574 Transfers In	\$216,192.12

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 4, 2016****

B00 DOG & KENNEL FUND

E-1611-B000-B09.004	Workers' Compensation	\$2,000.00
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O30 BOND RETIREMENT - JAIL CONSTRUCTION FUND

E-9212-O030-O02.051	Interest Payment	\$ 5,125.00
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****MAY 11, 2016****

GENERAL FUND

E-0051-A001-A15.012	Sheriff's Cruisers	\$8,760.00
<i>CORSA Payment for Claim No. 0160027172 - Sheriff's Cruiser; DOL 04/03/16</i>		
E-0257-A015-A15.074	Transfers Out	\$216,192.12

Casino Revenue—2016/Q1. Will be transferred to the N29 Capital Projects-Facilities Fund.

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H04.000	Jefferson Co. DJFS-WIA	\$112,912.00
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L01 SOIL CONSERVATION FUND

E-1810-L001-L12.004	Workers Comp	\$5,279.00
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M64 PLACEMENT SERVICES-JUVENILE COURT FUND

E-0400-M064-M05.000	Placement Costs	\$23,243.87
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OAKVIEW REHABILITATION CENTER/VARIOUS

E-8010-S030-S60.000	Maintenance & Repair	\$6,549.75
E-8010-S030-S64.012	Equipment	\$33,441.99
E-8011-S031-S02.000	Food (NSLA/Meal Ticket)	\$1,378.91
<u>O39 BOND RETIREMENT-ENGINEER BRIDGE/RETAINING WALL FUND</u>		
E-9218-O039-O01.050	Principal Payment (Rd & Retaining Wall Constr)	\$85,000.00
E-9218-O039-O02.051	Interest Payment (Rd & Retaining Wall Constr)	\$67,807.50
<u>S66 BOARD OF DEVELOPMENTAL DISABILITES</u>		
E-2410-S066-S88.000	Youth In Crisis	59,393.78
<u>T11 COMMISSIONERS' CDBG FUND</u>		
E-9702-T011-T01.000	Grant Expenses	\$17,092.00
E-9702-T011-T02.000	HOME Grant Expenses	\$5,000.00
<u>SHERIFF/VARIOUS</u>		
E-0131-A006-A09.000	Medical	\$689.96
E-0131-A006-A21.000	Towing	\$480.00
E-0131-A006-A23.000	Background	\$1,162.00
E-0131-A006-A24.000	E-SORN	\$625.00
E-0131-A006-A32.000	Warrant Fee	\$840.00
E-1652-B016-B02.000	DUI	\$94.00
E-5100-S000-S01.010	Supplies	\$9,709.63
E-5101-S001-S06.000	License Issuance Expense	\$4,201.00
E-5101-S001-S07.012	Equipment	\$2,997.00
E-9710-U010-U06.000	Other Expenses	\$2,233.75

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:

AUDITORS-Andrew Sutam, Larry Craig, Anthony Rocchio, Amanda Murray and Debbie Cordery to Sandusky, OH, on June 7-9, 2016, for the County Auditors' Association of Ohio 2016 Summer Conference. A county vehicle will be used for travel. Estimated expenses: \$2,500.00
DJFS-Jack Regis to Columbus, OH, on May 9-10, 2016, CCMEP CFIS Ledger training/implementation. Estimated expenses: \$289.50. Pat Long to Columbus, OH, on May 18, 2016, for Ohio Benefits training. A county vehicle will be used for travel. Estimated expenses: \$12.00.
 Michael Schlanz to Cadiz, OH, on May 20, 2016, for a Workforce Development Board meeting. A county vehicle will be used for travel.
 Linda Kinter and Shelley Schramm to Marysville, OH, on May 24, 2016, for a monthly readiness meeting for Ohio Benefits. Estimated expenses: \$185.89. Michael Schlanz, Jon Purtiman and Sarah Smith to Zanesville, OH, on May 24, 2016, for CCMEP training. A county vehicle will be used for travel. Estimated expenses: \$36.00. Ashley Bobek, Melissa Regis, Andrea Laroche and Tanya Mayberry to Columbus, OH, on May 24, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$48.00.
 Linda Kinter to Coshocton, OH, on May 26, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$12.00. Michael Schlanz to Cadiz, OH, on May 27, 2016, for a COG meeting. A county vehicle will be used for travel. Estimated expenses: \$12.00. Lori O'Grady to Columbus, OH, on June 1-2, 2016, for Investigations Seminar. Estimated expenses: \$458.60.
 Karen Clouse, Melissa Ketzell, Lisa Davis, Pat Kittle, Rosa Zeno and Tina Perry to Canton, OH, on June 7, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$84.00. Stephanie Frey to Columbus, OH, on June 7-8, 2016, for on-site hands on training in Ohio Benefits. Estimated expenses: \$313.50. Randy Fisher to Columbus, OH, on June 8, 2016, for on-site on hands training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$12.00. Hollee Goudy, Jonette Lowe, Teri Coleman, Valarie Gardner and Shelley Schramm to Coshocton, OH, on June 13, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$60.00. Michael Schlanz, Jon Purtiman and Sarah Smith to Columbus, OH, on June 14, 2016, for CCMEP training. A county vehicle will be used for travel. Estimated expenses: \$36.00. Jenny Sechrest, Shelley Schramm, Jill Waller, Brenna Rocchio, Lori Parsons and Michelle Mobley to Canton, OH, on June 23, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$96.00. Jack Regis, Bonnie White and Marcella Petersavage to Marietta, OH, on June 23, 2016, for a CCMEP quarterly fiscal meeting. A county vehicle will be used for travel. Estimated expenses: \$36.00. Jennifer Johnson-Collins, Kathaleen Dobson and Larisa Hissom to Canton, OH, on June 29, 2016, for on-site hands on training in Ohio Benefits. A county vehicle will be used for travel. Estimated expenses: \$60.00. Vince Gianangeli, Christine Parker, John Laroche, Jennifer Fietz and William Marinacci to Nashville, TN, for North American Council on Adoptable Children 42nd annual conference. Estimated expenses: \$8425.00.
SENIORS-Valerie Forst to Triadelphia, WV, on May 24, 2016, for a senior center outing. A county vehicle will be used for travel.
VETERANS-Lucinda Maupin, Robert Nixon, Keith Rejonis and Troy Skukan to Myrtle Beach, SC, on May 14-21, 2016, to attend the National Association of County Veterans Service Officer training.

IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

BELOMAR REGIONAL COUNCIL/T11 FUND-\$5,000.00 (draw #217) deposited into R-9702-T011-T02.501 on 05/05/16.
CASINO REVENUE Q1-2016/GENERAL FUND-\$216,192.12 deposited into R-0010-A000-A06.500 on 04/29/16.
CASINO REVENUE Q1-2016/N29 FUND-\$216,192.12 transferred from the General Fund to the N29 Fund on 05/11/16.
CORSA REIMBURSEMENT-\$8,760.00 deposited into R-0040-A000-Q00.500 on 05/10/16. (Claim No. 0160027172-Sheriff's Cruiser/Total Loss DOL 04/03/16)

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF RESOLUTION AUTHORIZING PARTICIPATION IN ODOT COOPERATIVE PURCHASING PROGRAM/ENGINEER'S ROAD SALT

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation's winter contract (018-17) for road salt, effective October 1, 2016 through March 31, 2017.

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT

WHEREAS, the Belmont County Commissioner's (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

May 11, 2016

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
 - b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
 - c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
 - d. The Political Subdivision hereby requests through this participation agreement a total of **2,000** tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
 - e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
 - f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
 - g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.
- NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

<u>Mark A. Thomas /s/</u>	(Authorized Signature)	<u>5/11/16</u>	Approval Date
<u>Matt Coffland /s/</u>	(Authorized Signature)	<u>5/11/16</u>	Approval Date
<u>Ginny Favede /s/</u>	(Authorized Signature)	<u>5/11/16</u>	Approval Date

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING RELEASE OF TEMPORARY ACCESS AGREEMENT WITH XTO ENERGY/ENGINEER'S

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of the temporary Access Agreement with XTO Energy, Inc., dated October 28, 2015, for a temporary above ground waterline at CR 5 (Clover Ridge Road) and CR 56 (Cats Run Road) based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2016:

Reappointments:

Reverend William Webster, Grace Presbyterian Church
Ms. Barbara Roman, Softite Credit Union
Mrs. Brenna Rocchio, Belmont CDJFS - PA Administrator
Mrs. Christine Parker, Belmont CDJFS - PCSA Administrator
Mr. David Badia, Belmont CDJFS - CSEA Administrator
Ms. Kathy Campbell, Tri-County Help Center
Mr. Ed Good, Utility Workers Union of America

New Appointments:

Mr. Stephen Williams, Belmont County Board of Developmental Disabilities
Ms. Sandra Nicholoff, Crossroads Counseling Services

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADOPTING THE AMENDED RESOLUTION ESTABLISHING THE 2016 HOLIDAY SCHEDULE FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS' EMPLOYEES

AMENDED RESOLUTION ESTABLISHING THE 2016 HOLIDAY SCHEDULE FOR BELMONT COUNTY BOARD OF COMMISSIONERS' EMPLOYEES

RESOLVED BY THE BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY, OHIO THAT: the attached holiday schedule (**Exhibit A**) shall modify and amend section 6.1(A) of the Belmont County Board of Commissioners Personnel Policy Manual for the 2016 calendar year. The holiday schedule attached shall apply to all Belmont County Board of Commissioners' employees not covered under a collective bargaining agreement including employees in Senior Services, 911 Department, Building and Grounds, County Court Clerks, Animal Shelter, Jail Nurses, Emergency Management Agency and the Commissioner's Office. Subsections B through H of Section 6.1 of the current Personnel Policy Manual shall remain in full force and effect; and,

RESOLVED, that holiday leave for all employees subject to a collective bargaining agreement, shall be covered by their respective collective bargaining agreements and applicable memorandums of understanding; and,

RESOLVED, that in the case of a Judge ordered County Court holiday closure outside of the attached holiday schedule, all County Court Clerks appointed by the Board of Commissioners shall be required to take appropriate paid time off (vacation leave, compensatory time, personal day, etc.) in order to receive payment for the Judge ordered closure. If an employee does not have or wishes not to use the necessary paid leave, the employee may opt to take the time off as unpaid leave; and be it further;

RESOLVED, that this resolution shall not be precedent setting and any further exceptions to policy will be made via an official amendment to the Belmont County Board of Commissioners' Personnel Policy Manual.

Adopted May 11, 2016.

Motion made by Commissioner Favede and seconded by Commissioner Coffland to adopt the foregoing resolution.

Upon roll call the vote was as follows:

May 11, 2016

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

Note: This will replace the resolution adopted on March 30, 2016, that incorrectly included Belmont County Department of Job & Family Services non-bargaining employees who receive the same benefits as bargaining unit employees per Board of Commissioners resolution.

Exhibit A:

All full-time employees (in active pay status the entire regularly scheduled work day immediately preceding and subsequent to the holiday) are entitled to the following holidays:

- New Year's Day 01/01/2016
- Martin Luther King Day 01/18/2016
- President's Day 02/15/2016
- Memorial Day 05/30/2016
- Independence Day 07/04/2016
- Labor Day 09/05/2016
- Columbus Day 10/10/2016
- Veteran's Day 11/11/2016
- Thanksgiving Day 11/24/2016
- Day After Thanksgiving 11/25/2016
- Christmas Day (following Monday) 12/26/2016

Note: Election Day (First Tuesday of November) will no longer be granted as a holiday.

**IN THE MATTER OF CORRECTING START DATE
FOR JEFF OBERDICK/SUMMER STUDENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to correct the starting date for Jeff Oberdick, Commissioners' summer student, to June 6, 2016 instead of June 1, 2016.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF APPROVING AND SIGNING THE
ENGAGEMENT LETTER WITH THE AUDITOR OF STATE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Letter of Engagement with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2015; the audit is expected to be completed by June 30, 2016 at an estimated cost not to exceed \$98,195.00.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF APPROVING AMENDMENT TO AGREEMENT
WITH VAUGHN, COAST, AND VAUGHN, INC. /FOX-SHANNON WASTEWATER
TREATMENT PLANT IMPROVEMENT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve an amendment to the agreement dated December 5, 2012, with Vaughn, Coast & Vaughn, Inc. for professional engineering services for the Fox-Shannon Wastewater Treatment Plant Improvement Project in the amended amount of \$255,000.00, based upon the recommendation of Kelly Porter, Director, Belmont County Sanitary Sewer District. This will be paid from the N-85 Capital Projects-SSD #2 Fox Shannon Upgrade Fund.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: December 2, 2012
- b. Owner: Belmont County Board of Commissioners
- c. Engineer: Belmont County Board of Commissioners
- d. Project: Fox Shannon Wastewater Treatment Plant Improvements

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C. Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 5-11-16.

OWNER:
Belmont County Board of Commissioners
By: Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/

Title: Belmont County Commissioners
Date Signed: 5-11-16
Approved as to form:
David K. Liberati /s/ Assist.
Belmont County Prosecutor
2-17-16

ENGINEER:
Vaughn, Coast & Vaughn, Inc.
By: Jeff A. Vaughn, P.E.
Jeff A. Vaughn /s/
Title: Vice-Pres.
Date Signed: 2-11-16

This is EXHIBIT K, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Dec. 5, 2012.

**Fox Shannon Wastewater Treatment Plant Improvements
Amendment to Owner-Engineer Agreement – Dated December 5, 2012
Amendment No. 1**

January 22, 2016

1. Exhibit C

Replace Exhibit C of Owner-Engineer Agreement with attached revised Exhibit C dated January 22, 2016.

2. Engineer shall submit the Ohio EPA Permit to Install by March 1, 2017. Permit fee will be paid by Belmont County.
3. Engineer's total design scope shall include:
 - a. Fox Shannon Wastewater Plant: Work described in Vaughn, Coast & Vaughn, Inc.'s "Fox Shannon Wastewater Plant Evaluation – Preliminary Engineering Report", dated March 2015. Scope includes the design of additional Carrousel oxidation ditch and clarifier system.
 - b. Sewage Force Mains Separation: Separation of existing "East and West force mains" in the vicinity of the intersection of County Road 84 (Oakview Road) and US 40. Specifically, to allow the 8" West force main to route to the existing SR 331 discharge manhole as a separate new 8" force main. The East force main would continue in the existing 6" force main to the existing SR 331 discharge manhole.
Evaluation of effect on pump operation after separation of force main systems and recommendations towards modifications needed to allow the pump stations to operate satisfactorily.

This is **EXHIBIT C (revised)**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Dec. 5, 2012 and revised January 22, 2016

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- B. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. A Lump Sum amount of \$ 255,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ <u>25,000-completed</u>
b. Preliminary Design Phase	\$ <u>127,000</u>
c. Final Design Phase	\$ <u>103,000</u>
d. Bidding and Negotiating Phase	\$ _____
e. Construction Phase	\$ _____
f. Post-Construction Phase	\$ _____
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- C. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

COMPENSATION PACKET AS-1:

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- D. Owner shall pay Engineer for Additional Services, if any, as follows:
 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- E. *Compensation For Reimbursable Expenses:*
 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.
- F. *Other Provisions Concerning Payment For Additional Services:*
 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Dec.5, 2012

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are: **To Be Determined for Actual Expenses Incurred.**

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated Dec. 5, 2012.

Standard Hourly Rates Schedule

G. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

H. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal	\$ <u>125</u> /hour
Project Engineer	\$ <u>100</u> /hour
Engineer Technician	\$ <u>70</u> /hour
Administration	\$ <u>40</u> /hour

May 11, 2016

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PURCHASE OF ONE (1) 2016 CHEVROLET CAPRICE POLICE SPECIAL SEDAN FROM WHITESIDES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of one (1) 2016 Chevrolet Caprice Police Special Sedan at a unit cost of \$26,142.00 from Whiteside Chevrolet in St. Clairsville, Ohio for the Belmont County Sheriff's Department based upon the recommendation of Sheriff David Lucas. *(This is a replacement for a vehicle that was deemed a total loss from an accident on 04/03/16.)*

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PROPOSAL FROM BRANDI PATT WEB DESIGN FOR DESIGN CHANGES/BOC WEBSITE

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the proposal dated 04/25/16 from Brandi Patt Web Design in the amount of \$400.00 for design changes to the Belmont County Commissioners' website.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PAY REQUEST #4 FROM COLAIANNI CONSTRUCTION, INC./FLUSHING SENIOR CENTER PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 4 from Colaianni Construction, Inc., in the amount of \$7,916.74 for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PAY REQUEST #5 (FINAL RETAINAGE) FROM COLAIANNI CONSTRUCTION, INC./FLUSHING SENIOR CENTER PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 5 (final/retainage) from Colaianni Construction, Inc., in the amount of \$21,906.15 for the Flushing Senior Center, Project # 15-858.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING PAY REQUEST #7 FROM VENDRICK CONSTRUCTION, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 7 from VendRick Construction, Inc., in the amount of \$345,729.60 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING AND EXECUTING CONTRACT AND NOTICE TO PROCEED FOR WEST ROOFING SYSTEMS, INC./OAKVIEW SENIOR SERVICES/RECORDS CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and execute the contract and Notice to Proceed for West Roofing Systems, Inc., in the amount of \$68,250.00 for the installation of a sprayed polyurethane foam/silicone roofing system on the Oakview Senior Services/Records Center.

**West Roofing Systems Incorporated
OAKVIEW ROOF REPLACEMENT PROJECT CONTRACT**

THIS AGREEMENT is made and entered into at St. Clairsville, Ohio, this 11th day of May, 2016, by and between the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the "County," and West Roofing Systems, Inc., 121 Commerce Drive, LaGrange, Ohio 44050, hereinafter referred to as the "Contractor."

WITNESSETH, the County and the Contractor for the considerations stated herein mutually agree as follows:

- STATEMENT OF WORK:** The Contractor agrees to install a sprayed polyurethane foam/silicone roofing system on the Oakview Senior Services/Records Center in strict compliance with the bid specifications issued by the County on March 10, 2016 and with the previously accepted estimate submitted by the Contractor, all of which are incorporated by reference to this contract.
- CONTRACT PRICE:** The Contractor agrees to invoice the County upon completion of the work described herein. The County agrees to issue payment in the amount of \$68,250.00 to the Contractor within 30 (thirty) days of receipt of a signed, complete, and accurate invoice.
- TERMS:** All work is to be completed within three (3) weeks of commencement. Any deviation from the established Statement of Work shall be submitted in the form of a written change order to the County for approval prior to the work being completed.
- ACCESS TO PREMISES:** To the extent that work will be performed on the County's premises, the County grants to the Contractor the right of ingress and egress over said premises. The Contractor shall not be liable for delay in performance or nonperformance of any term or condition of this contract directly or indirectly resulting from the County's denial to the Contractor of full and free access to the Oakview Senior Services/Records Center property.
- INSURANCE:** The Contractor will keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Contractor shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Contractor shall submit proof of coverage to the County upon execution of this contract.
The contractor will maintain coverage through the Ohio Bureau of Workers' Compensation and will ensure that current certificates of coverage are on file with the County at all times.
- LIABILITY:** The Contractor shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or in part by the negligent act or omission of the Contractor, any person directly or indirectly employed by the Contractor or any person for whose acts they may be liable. The Contractor further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first above written.

May 11, 2016

COUNTY:

Belmont County Commissioners

Ginny Favede /s/

Ginny Favede, President

Matt Coffland /s/

Matt Coffland, Vice President

Mark A. Thomas /s/

Mark A. Thomas

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati, Belmont County

Assistant Prosecuting Attorney

CONTRACTOR:

West Roofing Systems, Inc.

Jack Moore, Jr. /s/

Jack Moore, Jr., President

NOTICE TO PROCEED

To: **West Roofing Systems, Inc.**

Date: **05/11/16**

Project Description: **Oakview Roof Replacement**

You are hereby notified to commence WORK in accordance with the Agreement dated 05/11/16, and you are to complete the WORK within three (3) weeks of commencement. The estimated date of completion of all WORK is therefore **June 17, 2016**.

For the Belmont County Commissioners:

Ginny Favede /s/

Ginny Favede, President

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by West Roofing Systems on this 11th day of May, 2016.

By: Gary Hluszti /s/

Typed/Printed Name and Title: Gary J. Hluszti – Technical Sales

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
WDC GROUP, LLC/COURTHOUSE EXTERIOR RENOVATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with WDC Group, LLC, for architectural services for the Belmont County Courthouse exterior renovation project.

AGREEMENT made as of the day of in the year 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)

WDC Group, LLC

21 West Broad Street, Suite 800

Columbus, Ohio 43215

Telephone Number: 937.325.9991; Fax Number: 937.325.9804

for the following Project:

(Name, location and detailed description)

Belmont County Courthouse

101 W. Main Street

St. Clairsville, Ohio 43950

Historic Structure Analysis for exterior surfaces of Belmont County Courthouse including project scope, estimated project budget, recommended project priorities, and phasing schedule for publicly bid construction and rehabilitation work.

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.

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 forth 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.)

Architect to complete Historic Structure Analysis for the exterior of the building and prepare recommendations for scope of work and project budget. Architect to present to the Commissioners for determination of the final scope of work to be included in public design, bid, and construction process.

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: Chris Widener

Project Manager: Jason Funderburg
Other staff will be identified as needed for each permanent improvement project.

Consultants:

Masonry Restoration Technologies & Services, LLC: Bill Walters, Project Manager

Clark Reder Engineering: Daniel Clark, Project Manager

Point One Design: Dave Ulliman, Project Manager

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.

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. Basic Services provided will be appropriate for the improvement project. In addition to the Basic Services described in this Article 3, Architect will provide additional construction administration services for both the pre-construction (or design) and construction phases, as described in Exhibit A, which is attached to and included in this Agreement by reference. If there are changes to these additional construction administration services for any individual improvement or project for which Architect is asked to provide services, the parties will include those changes in the amendment to this Agreement that defines the scope of services, improvements to be designed and constructed, and fees for those services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 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 assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall consult with the Owner to develop the scope for the Project, and review laws, codes, and regulations applicable to the Architect's services. Refer to Exhibit A for additional services provided by the Architect during this phase.

§ 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

§ 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 awarding and preparing contracts for construction. The Architect shall assist the Owner in the development and preparation of (1) bidding and procurement 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 (General, Supplementary, and other Conditions); all of these documents are referred to as the "front end construction contract documents." The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, including bidding requirements and sample forms, as well as the other 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's Representative to prepare the documents in a final form appropriate for the Project for inclusion in the Project Manual issued to bidders.

§ 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 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 Contractor(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 forms, all of which will be published in the Project Manual prepared for the Project and provided to bidders.

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

- .1 identifying a reprographer and coordinating with that company to define responsibilities for the reproduction of Contract Documents for distribution to prospective 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 areprographer);
- .3 organizing and conducting a pre-bid conference for prospective bidders;

- .4 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 preparing contracts, coordinating 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

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. Scope, as modified by the Owner and the Architect. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. Refer to Exhibit A for additional construction administration services to be provided by Architect during the construction phase.

§ 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 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.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect 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 on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in 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.

§ 3.4.2.2 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.

§ 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 control of the Contractor such that holding all payment for those items would be detrimental to the Project or unfair to the Contractor.

§ 3.4.4 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 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's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 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.

§ 3.4.6 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, LEED® 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.)

4.1.1 Architect will prepare a Historic Structure Analysis on the building exterior to develop a project scope and prioritize a listing of work proposed to rehabilitate the exterior of the facility for the purpose of assisting Belmont County in establishing a budget and schedule for the project. The deliverables for this item would be the following:

- 1 Drawings, sketches, and photographs, including preliminary scope of work.
- 2 Written description of existing conditions.
- 3 Written description of need for rehabilitation.
- 4 Written description of proposed work, listed by priority of work required.
- 5 Information concerning the building site, including site constructability issues to be encountered in the design and construction process.
- 6 Total project budget estimate and construction cost estimate for each item in this scope of work, and a total project budget, including construction, fees, architectural / engineering fees, construction interest, equipment, contingencies, and financing costs.

§ 4.2 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 this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 ~~The Architect has included in Basic Services () site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.~~

§ 4.2.1 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 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.

§ 4.2.3 ~~If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. 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 manner 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, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site

requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 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, 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 furnish 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.

§ 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 be permitted to 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 bids 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

- .1 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.

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 sums 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 applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. 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. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 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, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~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 To the extent damages are covered 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 A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. ~~Scope, as modified by the Architect and Owner, unless the parties agree on a different form 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.

§ 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. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be ~~administered by the American Arbitration Association~~ 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
 Litigation in a court of competent jurisdiction as defined in Section 10.
 Other *(Specify)*

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

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 8.3.2 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 8.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

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.

§ 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 and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, ~~plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect compensated.~~

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 Court of Common Pleas for the county in which the Project is located or another local court having subject matter jurisdiction. 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, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 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.

§ 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. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

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.)

Compensation for the Architect's Basic Services will be defined for the permanent improvement project as below:

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

The Architect will be paid based on the actual construction cost for the Work, broken down as follows:

Basic Services \$	7.75 % of the actual construction cost of the Work
-------------------	---

Fees will be billed based on the Architect's Estimate 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 construction project or projects 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.)

For 4.1.1 Services: The Fee for the Historic Structure Analysis will be included in the Basic Services fee as listed in 11.1 and treated as the Schematic Design Phase by the Architect for invoicing purposes. A lumpsum fee of \$19,790 will be charged for the Historic Structure Analysis if the Owner chooses not to proceed with bidding and construction of work with an actual construction cost of less than \$1 million.

For 4.2.1 Services:

Additional Services – construction administration \$	2.9% of the actual construction cost of the Work
<i>(as set forth in Exhibit A)</i>	

Fees will be billed based on the Architect's Estimate 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 construction project or projects is approved by the Owner a lump sum fee may be agreed to by both parties, and documented as an amendment to this contract.

§ 11.3 For Additional Services beyond those identified under § 11.2, above, 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.)

To be negotiated by the parties as needed.

§ 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:

§ 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	twenty	percent	(20	%)
11.5.2 Design Development Phase	twenty	percent	(20	%)
11.5.3 Construction Documents Phase	thirty-five	percent	(35	%)
11.5.4 Bidding/Negotiation	five	percent	(5	%)
11.5.5 Construction Phase	twenty	percent	(20	%)
<hr/>					
Total Basic Compensation	one hundred	percent	(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 to 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 hourly 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.)

Employee or Category	Rate
Principal	\$195.00/hour
Principal Architect/Project Manager	\$135.00/hour
Project Architect	\$110.00/hour
Intern Architect	\$75.00/hour
Technical/Draftsman/Clerical	\$65.00/hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSE

§ 11.8.1 Reimbursable Expenses are included in the compensation for Basic Services described in Section 11.1; in addition to compensation for Basic and Additional Services and include Services, if approved in advance by the Owner, the Architect may be reimbursed for expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 ~~Transportation and authorized out-of-town travel and subsistence;~~
- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- .3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- .4 ~~2~~ Printing, reproductions, plots, standard form documents;
- .5 ~~3~~ Postage, handling and delivery;
- .6 ~~4~~ Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 ~~5~~ Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- ~~.8~~ .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;
- ~~.9~~ .7 All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ .8 Site office expenses; and
- ~~.11~~ .9 Other similar Project-related expenditures.
- .10 Rental costs of equipment such as mechanical lifts and laboratory testing of building materials necessary during the Historic Structure Analysis phase of the project, and approved by the Owner prior to incurring these costs.

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.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

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

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

~~This section is deleted.~~

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 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 sixty (60) 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.)

10 % (ten percent per annum, simple interest)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 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. The Architect and its consultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of sex, race, color, religion, national origins, or ancestry. Breach of this covenant may be regarded as a material breach 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 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost required for the Project:

- .1 General Liability -- \$1,000,000.00 each occurrence; \$2,000,000 general aggregate
- .2 Automobile Liability -- \$1,000,000.00 combined single limit
- .3 Workers' Compensation -- as required by Ohio law
- .4 Professional Liability -- \$1,000,000 per claim

§ 12.4 Limitation of Liability The Owner recognizes that the Architect's fee includes allowances for funding a variety of risks that potentially may affect the Architect by virtue of the Architect's agreement to perform services on the Owner's behalf. Owner recognizes that there is potential for human error by Architect, which is also a potential risk for services provided by the Architect. In order for Owner to obtain the benefits of a fee that includes a lesser allowance for risk funding, Owner agrees to limit the Architect's liability arising from the Architect's professional acts, errors, or omissions, such that the total aggregate liability of the Architect to the Owner for any one Project constructed through this Agreement or an amendment to this Agreement will not be in excess of \$1,000,000.

§ 12.5 Alternatives. 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.

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 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Exhibit A: Additional Construction Administration Scope of Services

Exhibit B: Deliverables for the Project

Exhibit C: Amendment Form to add future permanent improvement projects to this Agreement

This Agreement entered into as of the day and year first written above, signed by the Owner below.

OWNER – Board of Commissioners of Belmont County, Ohio

Mark A. Thomas /s/ Mark A. Thomas

Matt Coffland /s/ Matt Coffland

Ginny Favede /s/ Ginny Favede

BELMONT COUNTY BOARD OF COMMISSIONERS

(Printed name and title)

5-11-16

Date

APPROVED AS TO FORM:

David K. Liberati /s/ assist

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes

ARCHITECT – WDC GROUP, LLC

Christopher Widener /s/

(Signature)

Christopher Widener Principal

(Printed name and title)

May 11, 2016

Mr. Thomas Yes

9:30 Public Hearing-Road Improvement 1138

Re: Vacation of Township Road 97 (Bugay Road)

Present for the hearing were Terry Lively, Deputy Engineer, Will Eddy, Engineer's Department, David Bugay, Petitioner and Robert DeFrank of the Times Leader. Mr. Eddy said Mr. Bugay requested the closure of TR 97 due to trespassers on his property. He reviewed maps with the Board of Commissioners. Present at the road view were Union Township Trustee John Spiga, Jr., Mr. Bugay, Mr. Eddy, Mr. Lively and Commissioner Coffland.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP # 1138**

IN THE MATTER OF:

DATE: May 4, 2016

The Vacation of Union Township

Twp. – 97 Bugay Rd.

Section 16 & 22 Twp. 8 Rg. 5

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

The undersigned, in obedience to your order, dated **May 4, 2016**, proceeded on the **May 5, 2016** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

See attached plat

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

Fred F. Bennett /s/

Fred. F. Bennett; P.E. , P.S.

COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF THE VACATION OF

TOWNSHIP ROAD 97 (BUGAY ROAD)

UNION TWP. SEC. 16 & 22, T-8, R-5/RD IMP 1138

Office of County Commissioners

Belmont County, Ohio

RESOLUTION-GRANTING PROPOSED IMPROVEMENT

ORDERING RECORD, ETC.

Rd. Imp. #1138

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 11th day of May, 2016 in the office of the Commissioners with the following members present:

Mrs. Favede

Mr. Coffland

Mr. Thomas

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated; and be it further

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mrs. Favede Yes

Mr. Coffland Yes

Mr. Thomas Yes

Adopted the 11th day of May, 2016

Jayne Long /s/

Clerk, Board of County Commissioners,

Belmont County, Ohio

IN THE MATTER OF DEPARTMENT UPDATE

JUDGE FREGIATO, COURT OF COMMON PLEAS

9:45 Agenda Item: Judge Fregiato, Court of Common Pleas

Re: Department Update

Judge Fregiato gave an update on Belmont County Common Pleas Court and their Drug Court Program. He said drug addicts come from all walks of life, but they tend to be young because most of them don't live long enough to reach middle age. Experts say you can become addicted to heroin after just one or two uses. It becomes costly to feed the addiction, which eventually leads to crime, which eventually leads to drug court. "Drug court is not an easy way out, it is a grueling long term commitment," said Judge Fregiato. Once in the program, the individual is required to attend individual counseling, attend group counseling, attend Alcoholics Anonymous, attend Narcotics Anonymous, call Crossroads Counseling every morning for random drug/alcohol screenings, appear in Court every two weeks for an intensive review before Judge Fregiato, do community service, attend meetings with a Probation Officer, become financially responsible for court costs and supervisory fees, be subject to monitoring by the Probation Officers at home and in the community, and become employed. Setbacks results in swift sanctions such as jail time or termination from the program. He said, "The defendant is held accountable. The defendant must accept responsibility for his or her own actions, past, present and future. We coddle no one, but we try to help everyone, one way or another, while protecting you, the public. Belmont County is taking control of its drug problem and resulting crime problem. We are saving lives, preserving families, and reducing crimes, while saving taxes, by making a difference, one case at a time." He also stated they went from the most delinquent docket in the state of Ohio to the most current.

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:01 A.M.

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

Upon roll call the vote was as follows:

May 11, 2016

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:09 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to exit executive session at 11:09a.m.
Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

AS A RESULT OF EXECUTIVE SESSION: Mrs. Favede said action will be taken later as a result of executive session but the Board will proceed with the following 11:00 a.m. agenda item at this time.

**11:00 Agenda Item: Jayn Devney, Executive Director, Mental Health and Recovery Board
Re: Mental Health Awareness Month**

Present were Jayn Devney, Executive Director and Robert DeFrank of the Times Leader.

**IN THE MATTER OF ADOPTING THE PROCLAMATION
DECLARING MAY 2016 AS MENTAL HEALTH AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation declaring May 2016 as Mental Health Awareness Month.

***PROCLAMATION
HONORING***

MENTAL HEALTH AWARENESS MONTH

WHEREAS, mental health is essential to everyone's overall health and well-being; and
WHEREAS, all Belmont County residents experience times of difficulty and stress in their lives; and
WHEREAS, mental illness is real and prevalent, and prevention is an effective way to reduce the burden of mental illness; and
WHEREAS, with early and effective treatment, those individuals with mental illness can recover and lead full, productive lives; and
WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illness and has a responsibility to promote mental illness and support prevention efforts.

NOW, THEREFORE, BE IT RESOLVED, we, the Board of Commissioners serving Belmont County, do hereby proclaim May 2016 as Mental Health Awareness Month in Belmont County, and call upon our citizens to increase their understanding of mental illness and take steps to protect their own mental health and well-being.

Adopted this 11th day of May 2016.

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

Ms. Devney stated one in five people that live in Belmont County experience mental illness, which is approximately 14,000 people. It can be something very serious such as depression, bi-polar disorders, schizophrenia, anxiety or post-traumatic stress disorder or it can be emotional distress such as a loss of a loved one, loss of job or loss of a relationship. She thanked the Board of Commissioners for helping get the word out, so people know it's okay to seek help and talk to someone.

AS A RESULT OF PRIOR EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING THE HIRING OF
SUMMER STUDENT EMPLOYEES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of the following summer student employees at the rate of \$8.10 per hour (minimum wage) for a period not to exceed 10 weeks from each starting date:

<u>Commissioners</u>	<u>Start Date</u>
Joanna Vincenzo	5/16/16
Jeremy Cusick	6/6/16
Saige Butler	6/6/16

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF PROMOTING KATIE BAYNESS, HR GENERALIST,
TO THE POSITION OF HUMAN RESOURCE ADMINISTRATOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to promote Katie Bayness, HR Generalist, to the position of Human Resource Administrator, at an annual salary of \$ 60,000.00 beginning May 11, 2016.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

**IN THE MATTER OF GRANTING THE VACATION
OF VARIOUS STREETS AND ALLEYS IN THE
FATHERMAC ADDITION
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP. 1136**

**Office of County Commissioners
Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 11th day of May, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.**

Mrs. Favede moved the adoption of the following Resolution:

May 11, 2016

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of May 11, 2016, and a copy of this resolution be forwarded to the Colerain Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mrs. Favede _____, Yes
Mr. Coffland _____, Yes
Mr. Thomas _____, Yes

Adopted the 11th day of May, 2016.

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

“locating,””establishing,””altering,””widening,””straightening,””vacating” or “changing the direction of.”

**IN THE MATTER OF GRANTING THE VACATION
OF HALL ALLEY
RICHLAND TWP. SEC. 33, T-7, R-4/RD IMP. 1137**

**Office of County Commissioners
Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 11th day of May, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5563.01 R.C.**

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of May 11, 2016, and a copy of this resolution be forwarded to the Richland Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mrs. Favede _____, Yes
Mr. Coffland _____, Yes
Mr. Thomas _____, Yes

Adopted the 11th day of May, 2016.

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

“locating,””establishing,””altering,””widening,””straightening,””vacating” or “changing the direction of.”

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Thomas Yes

Read, approved and signed this 18th day of May, 2016.

Ginny Favede /s/ _____

Mark A. Thomas /s/ _____ COUNTY COMMISSIONERS

Matt Coffland /s/ _____

We, Ginny Favede 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.

Ginny Favede /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK