

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, 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 Mr. Dutton, seconded by Mr. Echemann 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 \$10,391.33

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following transfers between funds as follows:

Y03 COUNTY AUTO LICENSE AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9803-Y003-Y01.000 Co. Auto License	R-2810-K000-K16.574 Transfers-Co. Auto License	\$250,000.00

Y04 GASOLINE TAX AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9803-Y004-Y01.000 Gasoline Tax	R-2810-K000-K17.574 Transfers-Gasoline Tax Y04	\$2,000,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of January 03, 2024:

****JANUARY 03, 2024****

Y03 COUNTY AUTO LICENSE

E-9803-Y003-Y01.000	County Auto License	\$250,000.00
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Y04 GASOLINE TAX

E-9803-Y004-Y01.000	Gasoline Tax	\$2,000,000.00
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR

THE DELTA DENTAL CHARGEBACKS FOR

THE MONTHS OF DECEMBER 2023 AND JANUARY 2024

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds

for the Delta Dental Chargebacks for the months of December 2023 and January 2024

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	19,037.98
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	523.74
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	397.44
GRANT / JUVENILE COURT			
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	207.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	207.44
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,534.78
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	179.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	38.00
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	103.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	207.44
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	103.72
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	103.72
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	103.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	509.88
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	179.72

WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	103.72
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	424.67
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	51.87
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	15.39
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	131.73
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	28.64
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	128.15
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	105.82
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	103.39
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	6.37
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	70.89
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	14.44
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	1.11
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	65.15
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	528.88
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,697.52
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	207.44
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	38.00
K-2	E-2211-K200-K10.006	R-9891-Y091-Y07.500	349.16
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	207.44
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	103.72
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,804.06
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	696.26
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	311.16
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,767.88
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	420.02
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,444.92
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	103.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	38.00
TOTALS		R-9891-Y091-Y07.500	37,407.98

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

CHARGEBACKS FOR THE MONTHS OF DECEMBER 2023 AND JANUARY 2024

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Vision Chargebacks for the months of December 2023 and January 2024

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,874.75
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	155.61
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	134.94
GRANTS/JUVENILE COURT			
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	59.04
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	59.04
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	491.28

REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	59.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	15.18
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	29.52
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	59.04
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	29.52
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	29.52
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	29.52
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	156.03
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	59.88
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	29.52
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	130.55
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	20.73
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	4.68
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	37.50
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	10.51
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	37.21
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	30.30
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	34.74
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	2.55
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	25.44
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.11
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.32
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y06.500	18.54
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	163.62
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	1,742.49
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	487.50
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	59.04
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	15.18
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	103.74
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	593.34
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	236.16
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	818.79
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	210.18
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	88.56
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,130.16
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	126.09
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	446.16
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	29.52
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	15.18
TOTAL			13,895.16

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/JANUARY 2024

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for HSA

Chargebacks for January 2024

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2811-K200-K10.006	ENGINEER	R-9891-Y091-Y12.500	192.62
E-3702-P005-P31.000	WWS#3	R-9891-Y091-Y12.500	263.51
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	263.51
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	70.89
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	192.62
TOTALS			983.15

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION REPORT FOR OCTOBER 2023 AND MONTHLY FINANCIAL REPORT FOR DECEMBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor’s Office:

- Final Sales & Use Tax Distribution Report for the month of October 2023.
- Monthly Financial Report for the month of December 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF DECEMBER 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of December 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Judge Al Davies, Jennifer Shunk, Noah Atkinson, John Markus, Jonell Tolzda, Courtney Cook, Aaron Walker, Allison Powell and Melanie Haswell to Columbus, Ohio, on March 13-15, 2024, to attend the Juvenile Court Intercourt Conference.

ENGINEER’S DEPARTMENT-Terry Lively to Marietta, Ohio, and other locations throughout southeastern Ohio, on various dates to attend the District 18 Integrating Committee meeting. Terry Lively to attend various meetings for the Professional Land Surveyors of Ohio at various locations on various dates. Terry Lively to Columbus, Ohio and other locations in Ohio on various dates to attend various meetings with the Ohio Department of Transportation, Ohio Department of Natural Resources, and other state and local agencies, concerning various state and county highway related matters. Terry Lively to attend Board of Directors, Committee, Legislative, and other CEO meetings across the State of Ohio on various dates. Terry Lively, Daniel Boltz and Anthony Atkins to attend Belomar meetings at various locations on various dates. Terry Lively, Daniel Boltz, Anthony Atkins to attend various meetings concerning Oil & Gas activities at various locations on various dates in Ohio, Northern West Virginia and West Pennsylvania. Daniel Boltz to attend various meetings in Columbus, Ohio and other locations in Ohio to meet with the Ohio Department of Transportation, Ohio Department of Natural Resources, and other state, county and local agencies concerning various state and county highway related matters. Daniel Boltz to Marietta, Ohio and other locations throughout southeastern Ohio to attend the District 18 Integrating Committee on various dates. Daniel Boltz to New Philadelphia, Columbus and other locations in Ohio to attend the CEO meetings, labor relations meetings, personnel association meetings, Ohio Department of Transportation meetings and Job Service Employers Committee meetings, Professional Land Surveyors of Ohio meetings, GIS meetings and seminars and Highway, Bridge and Safety Seminars on various dates. Anthony Atkins and Stephany Crist to New Philadelphia, Columbus, and other locations in Ohio to attend GIS meetings and seminars, CEO Computer Committee meetings, Ohio Department of Transportation meetings, Employee Relations Committee and Survey Functions Committee meetings, Professional Land Surveyors of Ohio meetings, and Highway, Bridge and Safety Seminars on various dates. Terry Lively, Daneil Boltz, Anthony Atkins and Stephany Crist to various locations to attend meetings of the Southeastern Ohio Association of County Engineers and County Commissioners on various dates. Michael Murphy, Dwayne Leach, Kieth Luyster, Edward Bond, Matthew Shultz and Randall Britton to various locations in Ohio, northern West Virginia and western Pennsylvania to obtain parts and supplies for use in conjunction with the operation of the department on various dates.

SSOBC-Colerain Senior Center employees to Steubenville, Ohio, on January 4, 2024, for a senior outing to The Nutcracker Village and Naples Spaghetti House. Barnesville Senior Centers to Moundsville, West Virginia, on January 12, 2024, for a senior outing to the Prima Marina Restaurant and surrounding area. St. Clairsville Senior Center to Wheeling, West Virginia, on January 25, 2024, for a senior outing to the Wesbanco Arena. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

January 4, 2024

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 20, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF HIRING EVANJALEES FOSTER AS FULL-TIME CHILDREN SERVICES CASE MANAGER/JFS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Evanjalees Foster as a full-time Children Services Case Manager at Belmont County Department of Jobs and Family Services, effective January 8, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF HIRING KYLIE TUSTIN AS A FULL-TIME LPN/JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Kylie Tustin as a full-time LPN at the Belmont County Jail, effective January 8, 2024 at pay grade 7 step 1.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF HIRING JASON LITTELL AS A FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Jason Littell as a full-time Assistant Dog Warden at Belmont County Animal Shelter, effective January 8, 2024.

Note: This is a replacement position.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM THE GREATER CINCINNATI FOUNDATION TO SENIOR SERVICES OF BELMONT COUNTY MEALS ON WHEELS PROGRAM

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of a \$1,500.00 donation from The Greater Cincinnati Foundation to Senior Services of Belmont County for the Meals on Wheels program.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF AUTHORIZING FORCE ACCOUNTS

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

WHEREAS, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

WHEREAS, if it is determined by the Engineer's estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED:

That Terry D. Lively, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year of 2024.

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

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

IN THE MATTER OF APPROVING PAYMENT OF ANNUAL DUES FOR THE COUNTY ENGINEERS ASSOCIATION OF OHIO

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$4,284.00, a per capita assessment of five cents, in accordance with Ohio Revised Code 325.21.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH ALAN STONE CO., INC. FOR ENGINEER'S PROJECT 23-17 BEL-CR42-1.41/1.47 (FULTON HILL ROAD) SLIDE REPAIR

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Alan Stone Co., Inc., in the amount of \$436,256.00 for the Belmont County Engineer's Project 23-17 BEL-CR42-1.41/1.47(Fulton Hill Road) Slide Repair, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This project is funded by OPWC Grant \$349,004.80, Local Share \$87,251.20.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS BELMONT COUNTY ENGINEER'S

**PROJECT #23-17: BEL-CR42-1.41/1.47 SLIDE REPAIR
OPWC PROJECT CUI1AA**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 4th day of January, 2024 between **ALAN STONE CO., INC.**, 5519 Suite A State Route 339, Vincent, OH 45784, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **ALAN STONE CO., INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair two roadway embankment failures and pavement damage areas on CR42 (Fulton Hill Road) and all related Work described by the Contract Documents.

All Work for BEL-CR42-1.41/1.47 SLIDE REPAIR shall be completed by MAY 11, 2024. An Interim Completion Date of MARCH 23, 2024, has been set for completion of all Work items except the tack coat, asphalt surface course and pavement marking items. Both lanes of the roadway shall be open to traffic by the Interim Completion Date.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #23-17: BEL-CR42-1.41/1.47 SLIDE REPAIR TOTAL = \$436,256.00

LOCAL SHARE = \$87,251.20

OPWC GRANT = \$349,004.80 (CUI1AA)

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **ALAN STONE CO., INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Jerry Echemann /s/
J. P. Dutton /s/

ALAN STONE CO., INC.
 By: Blake Staley /s/
Blake Staley, Vice-President
 Print/Type Signature

Josh Meyer /s/

BEL-CR42-1.41/1.47 FULTON HILL ROAD SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$7,500.00	\$7,500.00
300 SY	PAVEMENT REMOVED, ASPHALT	\$10.00	\$3,000.00
84 CY	EXCAVATION	\$20.00	\$1,680.00
48 CY	EMBANKMENT	\$35.00	\$1,680.00
477 SY	SUBGRADE COMPACTION	\$3.00	\$1,431.00
350 FT	GUARDRAIL REMOVED	\$5.00	\$1,750.00
1 EACH	ANCHOR ASSEMBLY REMOVED, TYPE T	\$150.00	\$150.00
375 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$34.00	\$12,750.00
1 EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,200.00	\$1,200.00
3,000 EACH	EROSION CONTROL	\$1.00	\$3,000.00
72 FT	12" CONDUIT, TYPE A, 707.33, AS PER PLAN	\$125.00	\$9,000.00
151 CY	AGGREGATE BASE, AS PER PLAN	\$60.00	\$9,060.00
55 GAL	TACK COAT (407)	\$4.00	\$220.00
27 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), PG64-22	\$560.00	\$15,120.00
0.12 MILE	EDGE LINE, 4" (642)	\$6,275.00	\$753.00
0.06 MILE	CENTER LINE (642)	\$12,750.00	\$765.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$14,000.00	\$14,000.00
1,160 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$45.00	\$52,200.00
18 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$380.00	\$6,840.00
LUMP SUM	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING	\$800.00	\$800.00
111 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$230.00	\$25,530.00
102 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC, AS PER PLAN	\$120.00	\$12,240.00
887 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$70.00	\$62,090.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$13,400.00	\$13,400.00
1,000 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$45.00	\$45,000.00
16 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$400.00	\$6,400.00

January 4, 2024

84 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$230.00	\$19,320.00
72 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC, AS PER PLAN	\$120.00	\$8,640.00
799 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$70.00	\$55,930.00
311 SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN	\$37.00	\$11,507.00
LUMP SUM	MAINTAINING TRAFFIC	\$8,000.00	\$8,000.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$5,300.00	\$5,300.00
LUMP SUM	MOBILIZATION	\$20,000.00	\$20,000.00
	<i>BEL-CR42-1.41/1.47 FULTON HILL ROAD SLIDE REPAIR</i>		
	<i>TOTAL</i>		<i>\$436,256.00</i>

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE AGREEMENT BY AND BETWEEN CHARLES DEFILLIPPO DBA ZEL PROPERTIES, LLC AND BELMONT COUNTY COMMISSIONERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a commercial lease agreement by and between Charles Defillippo dba Zel Properties, LLC, and Belmont County Commissioners, effective January 1, 2024 through December 31, 2024, in the monthly amount of \$500.00, for Suites 207 & 208 at 100 West Main Street, St. Clairsville, Ohio, for use by the State Auditor's office.



Zel Properties
Commercial & Residential
Rentals

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT is made and entered into effect this 4th day of January 2024 by and between **Charles Defillippo dba Zel Properties, LLC**, with a mailing address of 100 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as "Landlord," and **Belmont County Commissioners**, hereinafter referred to as "Tenant."

WHEREAS, the parties enter into a Commercial Lease Agreement under which Tenant leases suite 207 & 208 commercial office space in the premises leased hereunder on the property located at 100 West Main Street, St. Clairsville, Ohio 43950

LEASED PREMISES

The leased premises shall consist of being Suites 207 & 208 at 100 West Main Street, being a portion of that certain building located at 100 West Main Street, St. Clairsville, Ohio 43950 and associated common property including parking located in the rear of the building. The parties agree and acknowledge that the square footage figure stipulated herein is a general figure which shall serve as the square footage of the leased premises regardless of any actual measurements of the interior space of the leased premises and regardless of any permitted alterations which the Tenant may make to the interior of the leased premises. The rentable square feet shall be used for all other purposes under this Lease. The leased premises shall enjoy the right to use the parking lot and other common areas of the Building in common with other tenants in the Building, which common areas shall be deemed appurtenances to the leased premises, but such spaces shall not be deemed part of the "leased premises" hereunder in order that the respective obligations (repairs, maintenance, insurance, etc.) of the parties as to the "leased premises" shall not be confused.

TENANT IMPROVEMENTS

Landlord shall perform no Tenant Improvements without written permission from the Landlord. The lease premises shall be delivered in the condition as agreed upon in the agreement. An inspection will be completed at the time of lease signing.

COMMENCEMENT; TERM OF LEASE; OPTION TO RENEW

The initial term of this Lease shall be for a period of ONE YEAR commencing on January 01, 2024 and expiring on December 31, 2024 Lessee shall be entitled to possession and occupancy of the leased premises on November 23, 2020 provided that this Lease Agreement has been executed by all parties and that the payment of the first months rental rate for all units and the Security Deposit has been made by Tenant. Acceptance of possession of the leased premises by Tenant shall be construed as recognition that the leased premises are satisfactory to Tenant and fit for Tenants intended use.

At the end of the ONE YEAR (December 31, 2024) lease term this agreement will automatically rollover to a MONTH TO MONTH leasing term until the parties come to an agreement on a new term.

RENT

Tenant shall pay base rent in the monthly sum of \$500 per month. Rent shall commence on January 01 2024 and shall be payable in advance on the FIRST DAY of each and every month over the Lease Term and any Renewal Term as applicable. Rent shall be payable to Zel Properties, LLC and can be accepted at 100 West Main Street, St. Clairsville, Ohio 43950. There will be a late fee of \$35 on the 6th day of the month for each late rent payment.

EXPENSES INCLUDED/EXCLUDED IN RENT

Expenses included in rent is common area maintenance which includes the restroom(s), stairs, halls, entryway as well as snow removal in the winter and lawn/property care in the summer/spring. Utilities ARE included and are the water, sewage, garbage, electric and gas. Tenant acknowledges that Landlord shall manage the building and property generally with respect to common area maintenance and repair issues, insurance and common utility issues, etc and shall have sole authority in this regard, with such authority to be exercised in Landlords reasonable discretion.

SECURITY DEPOSIT

A Security Deposit of \$500 will be paid by the Tenant upon the Commencement Date and held by the Landlord at all times while this Lease is in effect. The Security Deposit shall be held by Landlord without liability for interest and as security for the full and timely performance by Tenant of Tenants covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure or limitation of Landlords damages in case of default by Tenant. Unless otherwise provided by mandatory law or regulation, Landlord may co-mingle the Security Deposit with Landlords other funds.

If the leased premises are in substantially as good a condition, reasonable and normal wear and tear excepted, as exists upon the commencement of this tenancy, and Tenant is not in default under any other provisions of this Lease and is current in all payments owed to Landlord, the entire Security Deposit, or balance thereof after any such application to cure any default, shall be returned without interest to Tenant within a reasonable time after the expiration of termination of this Lease. (SEE INSPECTION FORM)

USE

Tenant agrees to use the leased premises for general professional purposes relating to Tenants business described as Belmont County Annual GAAP Conversion & Financial Audit. Any other use requires the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. In this connection, Tenant covenants and warrants unto Landlord that Tenant has all applicable governmental licenses for the conduct of such business, and that Tenant will not use the premises for any illegal or unlawful purpose or purposes, nor for any purpose or purposes which may unreasonably affect the general public's or building occupants health, safety and welfare or the welfare of the leased premises, nor for an purpose which will increase risks covered by insurance on the premises and result in increase of the rate of insurance or cancellation of any insurance policy. Tenant specifically acknowledges and agrees that Tenant shall be responsible for taking such steps as are necessary to insure that the walls, flooring and ceiling of the leased premises are adequately protected from any moisture or water damage as might result form Tenants operations in the leased premises, including making such alterations or installing certain coverings or coatings on walls, floors, and or ceilings as will protect same, subject to Landlords prior approval.

PARKING

Tenant acknowledges that the parking lot in the rear of the building is for the joint use by all of the tenants in the building and their guests and invitees and that there are no designated or reserved parking spaces. Tenant also acknowledges that there is street parking available; however, there are parking hours that is mandated by the city for those parking spaces.

Tenant acknowledges that snow removal activities during the winter may cause an accumulation of plowed snow in one or more areas of the parking lot which may reduce the amount of parking available to the buildings tenants and their guests and invitees.

COMPLIANCE WITH PUBLIC AUTHORITIES

Tenant agrees, at Tenants cost, to comply with all applicable municipal, County, State, and Federal laws and regulations now in force or which may hereafter be enforced concerning Tenants particular use of the leased premises. It is understood, however, that the Landlord is responsible for building modifications required by governmental agencies to ensure that the leased premises are in compliance with the ADA and its regulations as of the Lease Commencement Date. If any alteration to the leases premises desired by the building comply with any law or regulation from which the building is otherwise exempted or grandfathered, in the Landlord shall have the discretion to refuse Tenants desired alteration.

TENANTS ALTERATIONS

Tenant shall be responsible for the interior improvements of the leased premises after occupancy by Tenant, and except for the installation and location of signs, equipment, counters and other removable trade fixtures, and except as herein mentioned, Tenant shall neither make any alteration nor addition to the leased premises, nor make any agreement or contract therefore, without first obtaining Landlords prior written consent, said consent shall not be unreasonably withheld or delayed, and which consent may be conditioned upon the Tenants removal of such fixtures and restoration of the leased premises to their original condition at Tenants sole expense at the termination of tenancy. Tenant shall request in writing Landlords permission for such work, and such request must include a reasonably detailed written description of the scope of the desired work, plus plans and schematics if available. Tenant shall be responsible for obtaining and shall obtain all required building permits for such work, and shall provide a copy of same to Landlord at the conclusion of such work, Landlord shall have the right to inspect same, and Tenant shall provide "as-built" drawings and plans to Landlord reflecting the changes made.

All alterations, additions or improvements made by Tenant to or upon the leased premises (except signs, equipment, counters, other removable trade fixtures, interior decorations which shall remain the property of Tenant and are removable by them) shall at once, when made or installed, be deemed to have attached to the freehold as permanent fixtures and shall become Landlords property. Tenant shall not make any roof/wall holes or penetrations to the outside without written permission from the Landlord. Subsequent water damage to any part of the building caused by a roof or wall penetration (approved or not) will be the responsibility of the Tenant.

At the termination of the lease, and with notice, Tenant shall immediately remove all its personal property and removable trade fixtures. If Tenant fails to do so, Landlord may, with notice, remove and store the same at Tenants expense. Tenant will promptly reimburse Landlord for the expense to such removal and storage, upon receiving Landlords statement. If tenant fails to pay for such expense within thirty (30) days of receiving Landlords statement therefore, Landlord may sell Tenants property to pay such expenses and other amounts owing to Landlord by Tenant.

It is further agreed that anything remaining upon or removed from the leased premises thirty (30) days after the termination of this lease shall become the property of Landlord, at Landlords option, subject to the rights reserved to Landlord in the Lease herein before set forth.

SIGNS

Landlord and Tenant shall mutually agree upon the design and location of Tenants exterior sign. The sign shall be of professional quality and of similar quality and size as the signs of the other tenants in the building and shall comply with all applicable state, county or local laws, city ordinances and zoning. The design of the sign shall be submitted to Landlord prior to the placement and installation for Landlords approval and such approval shall not be unreasonably withheld or delayed.



A handwritten signature or set of initials enclosed in a circle, located on the curved line of the signature block.

UTILITIES

Utilities at 100; suites 207/208 West Main Street are:
St. Clairsville Munciple J&J Refuse

Electric Garbage Removal
Water
Sewage

Columbia Gas

Landlord is responsible for all utility expenses

(Handwritten signature)

INSURANCE

(a) Liability Insurance. Tenant shall carry, maintain, and deposit proof with Landlord of general liability insurance or self-insurance in the amount of at least ~~PROOF NOT REQUIRED, INSURANCE REQUIRED~~ ~~combined single limit coverage of~~ bodily injury, property damage, or some combination thereof, for damages caused or occurring on or about the leased premises or caused by Tenant, its agents, employees, or business invitees. Tenant shall, at least annually, furnish Landlord with certificates or other documentation evidencing such insurance.

Public Liability, Fire, and Casualty Insurance. Landlord shall maintain fire and standard casualty insurance upon the building, including the leased premises and General Liability Insurance on the common areas outside the leased premises and such expense shall be part of the common Triple Net Expenses.

(c) **Tenant's Personal Property.** Tenant shall be responsible for maintaining its own insurance upon its own personal property, inventory, equipment, leasehold improvements, and trade fixtures owned or claimed by it in an amount to be determined by Tenant. Landlord shall not be required or obligated to maintain any insurance against loss to Tenant's personal property by fire, theft, or other casualty.

14. WAIVER OF SUBROGATION

Notwithstanding anything herein to the contrary, Landlord hereby releases Tenant, and Tenant hereby releases Landlord and their respective officers, agents and employees, from any and all claims or demands for damages, loss, expense, or injury to the leased premises, or to the furnishings, fixtures, equipment or inventory or other property of either Landlord or Tenant in, about or upon the leased premises, as the case may be, caused by or resulting from perils, events or happenings which are covered by the insurance carried by the respective parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent and amount permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby, or the expense of such insurance is not thereby increased and further provided that such waiver shall be effective only to the extent of insurance proceeds actually received.

CONDITION OF LEASED PREMISES

Upon taking possession of the leased premises on the Occupancy Date, Tenant shall inspect the premises with the Landlord or manager. A list of items will be used to determine the condition of the premises. The tenant has 15 days to report any findings not discovered upon original inspection made the day possession is taken. The tenant must report the items in writing. The Landlord will promptly make note of or repair the items in a timely fashion as needed.

Items not listed on the original inspection report that are found upon the move-out inspection will be the responsibility of the Tenant financially for repairs.

Items promised as condition of Lease Agreement: Paint Interior Walls, Clean Carpets, Repair Ceiling Tiles

If Tenant does not give Landlord notice of any such defects within said fifteen (15) day period, Tenant shall have been deemed to acknowledge receipt of the leased premises in good condition and repair and in all respects satisfactory and acceptable to Tenant.

Further, at all times during the term of this tenancy, Tenant shall immediately notify Landlord of any subsequent damages, defects or conditions occurring upon the leased premises which may, if continued, further damage the leased premises (such as water leaks, plumbing or electrical problems, heating failures, and the like).

TENANT'S POSSESSION; LANDLORD'S RIGHT TO INSPECT

Landlord covenants with Tenant that upon paying the rent and performing the terms, covenants and agreements in this Lease set forth, Tenant shall, at all times during the term or any extension of the term hereof, be entitled peacefully and quietly to have, hold, and enjoy the leased premises.

Tenant agrees to allow Landlord, or its agents, reasonable access at reasonable times to show the premises to prospective buyers or lenders at any time during the term hereof; or to prospective successor tenants if Tenant's lease will be expiring within six (6) months. Further, Landlord and its agents shall have the right to reasonable access to the leased premises at reasonable times upon no less than twenty-four hours prior notice to ascertain whether the leased premises are in good repair and or to make such repairs or maintenance which Landlord may be required to make or feel desirable. The requirement of advance notice shall not apply in situations deemed to be an emergency by the Landlord (fire, water leaks, or other situations which may affect or endanger the building or its tenants, etc.).

REPAIR AND MAINTENANCE

The Landlord is responsible for repairs and maintenance concerning issues not caused by the Tenant, such as HVAC, plumbing, water, electrical. Landlord is responsible for the replacement of light bulbs to existing light fixtures.

The Landlord is responsible for all structural and exterior defects not caused by tenants

Landlord is responsible for snow and ice removal to building entrance, parking and walkways.

MAINTENANCE CONTACT IS LURAN WILLIAMS 740-839-9169
PROPERTY MANAGER LURAN WILLIAMS 740-839-9169

Service orders or requests may also be submitted to
100 West Main Street
Suite 202
St. Clairsville, Ohio 43950
Telephone: 740-449-2454
Email: zelproperties2019@gmail.com

Re

CLEANLINESS AND WASTE

Tenant shall keep the leased premises, inside and outside, in a neat, clean, and sanitary condition, free from waste and other debris. Receptacles are provided for trash and any other garbage from tenant must be used accordingly. Tenant shall not place trash or cardboard outside the receptacles. Tenant shall not allow any hazardous substances to be deposited or remain in or about the leased premises. Tenant shall store all items pertaining to its business operations inside the leased premises and not in common parking or walk areas. Tenant shall not allow hazardous or legally prohibited liquids or solids to be placed in the sewer system or in the grounds in the area of the leased premises. At the termination of this Lease, Tenant shall clean and repair any and all soiling and/or damages to the leased premises, including marks, scratches, holes, dirt, and grease, and damages to the walls, floors, floor coverings, ceilings, and fixtures, normal wear and tear excepted.

It is a general management policy of the Landlord that pets are not allowed in the building or on the premises, with the exception of bona fide service animals and other animals specifically approved by Landlord

Cigarette or cigar smoking is not allowed at any time in the building and is only permitted outside the building at a distance of at least 30 feet from doorways or windows. All cigarettes and cigars must be extinguished and disposed of properly and safely. Littering the premises is not permitted.

LIENS

Tenant shall not permit any lien to be attached to the leased premises by reason of any act or omission on its part and agrees to save and hold Landlord harmless from or against such lien or claim of lien.

If any lien does attach and any claim of lien is made and shall not be released within fifteen (15) days after notice from Landlord to Tenant to release the same, Landlord, at its option, may pay and discharge the same. In this case, the amount paid by Landlord shall be added to and become part of the next succeeding installment of rent, shall be deemed rent payable hereunder, and shall bear interest at the rate of twelve percent (12%) from the date advanced by Landlord until paid; provided, however, if Tenant desires in good faith to contest the validity of any such lien, it may do so and in such event Landlord shall not discharge the lien and assess additional rent until the validity of the lien is legally established. However, if Landlord's mortgagor legally

requires and demands that the lien be released or paid, Tenant shall, upon demand, cause the lien to be released by furnishing bond or otherwise.

DEFAULT

Occurrence of one or more of the following events shall constitute an event of default by Tenant:

(a) If Tenant shall fail or neglect to pay the rent when due, or shall fail to pay any other money required to be paid by Tenant, and such default(s) shall continue for a period of ten (10) days following written notice, delivered by Landlord to Tenant, advising of the default and demanding a cure of same; or,

(b) If Tenant shall default in the performance of any other obligation or duty of Tenant under this Lease, or if Tenant shall commit waste or allow a nuisance to exist on the leased premises, and such default shall continue for a period of thirty (30) days following written notice given after such default, unless within said thirty (30) days Tenant shall cure such default, or if such default cannot be cured within thirty (30) days, Tenant shall, within said thirty (30) day period, commence to cure such default and shall thereafter continue to use reasonable due diligence in the curing thereof, provided that as to any event of default which is not ongoing and not capable of cure by the Tenant, no such notice and cure period shall be applicable.

If an event of default occurs which remains uncured after any applicable notice and cure period, or which is not capable of cure, then Landlord, upon further written notice to Tenant, shall have the right to pursue any one or more of the following remedies, consistent with and subject to applicable law, at Landlord's discretion and election:

(a) Landlord shall have the immediate right to terminate and cancel Tenant's rights under this lease and re-enter, recover, and resume possession of the leased premises, or

(b) Landlord may continue to assert the validity of the Lease, take possession of the leased premises, pursuant to applicable law, (including unlawful detainer or action for possession), and re-let the leased premises, or any part thereof, for such term or terms, (which may be for a term extending beyond the term of this Lease), at such rent and upon such terms and conditions as Landlord may, in its sole discretion, deem advisable, provided Landlord agrees to proceed in a commercially reasonable manner in re-letting the leased premises. Upon such re-letting, Tenant shall immediately be liable to pay Landlord the reasonable costs and expenses of such re-letting, (including reasonable agents' or brokers' commissions and attorney's fees for the new lease), the reasonable costs and expenses of any alterations or repairs resulting from Tenant's use and reasonably required to be made to the leased premises to make it rentable, and shall be liable to pay to Landlord the amount, if any, by which the rental required to be paid by Tenant in this Lease for the period of such re-letting, (up to, but not beyond, the term of this Lease), exceeds the amount agreed to be paid by the new Tenant as rent for the leased

premises for such period of re-letting. If Landlord cannot re-let the leased premises for the entire balance of Tenant's term, Tenant shall be liable to pay Landlord for the balance of the rental required by this Lease at the time that such payments become due. No such termination, unlawful detainer action, re-entry, or taking of possession of the leased premises by Landlord shall be construed as an election on their part to terminate Tenant's other obligations under this Lease unless a written notice of such intention is given to Tenant; and or

(c) Landlord shall have recourse to any other remedy provided at law or in equity.

In the event of any termination of this Lease and upon the expiration of the term thereof, Tenant shall yield up quiet, immediate, and peaceful possession to Landlord.

Tenant recognizes and agrees that the obligation to pay rent and all other payments as are required to be paid by Tenant hereunder is independent of all other covenants and agreements herein contained. If Landlord shall commence any proceeding for nonpayment of any rent to which Landlord may be entitled or for breach of this Lease or for termination of this Lease by reason of Tenant's failure to timely cure a default, Tenant agrees that if Tenant does not pay the rent due hereunder during the pendency of the action or deposit the same with the Court, the Court shall immediately return possession of the leased premises to Landlord to enable Landlord to immediately rent the leased premises to third parties.

Landlord's failure to perform or observe any or its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure and shall identify the Lease provision(s) containing the obligations(s). If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under law and this Lease, provided that Tenant's obligation to pay Rent during any such cure period shall not be excused, tolled, or suspended in any way, such obligation to pay Rent being an independent covenant of Tenant hereunder, in recognition that Landlord must receive timely payments of Rent in order to operate the building. In the event of any failure, refusal or neglect on the part of the Landlord to cure or correct any defect or deficiency within a reasonable time frame, depending on the nature of the defect or deficiency, and for which the Landlord had received notice, Tenant may, but is not obligated to, cure or correct such deficiency or defect and seek recourse as against the Landlord for the recovery of any such sums expended. In no event, however, may Tenant offset, reduce, or deduct from the successive monthly rent any amounts expended by the

Tenant to correct or cure such defect of deficiency. Tenant's obligation to pay Rent hereunder is an independent covenant. Notwithstanding the foregoing, if Landlord's default continues beyond the thirty (30) day cure period described above, then Tenant, at Tenant's option, may elect to terminate this Lease by giving written notice thereof to Landlord, such termination to be effective immediately upon Tenant's notice to Landlord. In the event of such termination, Tenant's obligations hereunder shall cease.

SUSPENSION OF LEASE IN CASE OF CASUALTY DAMAGE OR PUBLIC AUTHORITY

Landlord and Tenant agree that if, during the term of this Lease the leased premises shall be injured or destroyed by fire or other casualty or condemned or rendered untenable by public authority, so as to render the leased premises unfit for occupancy, to such an extent that the leased premises cannot be repaired or replaced with reasonable diligence within ninety (90) days from the happening of such injury or act, then either Landlord or Tenant may terminate this Lease as of the date of such damage or act by written notice delivered to the other within fifteen (15) days from the occurrence. Tenant shall immediately surrender the leased premises and all interest therein to Landlord and Tenant shall pay rent only to the time of the said damage or act.

If the leased premises can be restored within ninety (90) days from the happening of the damage or act and if Landlord, within fifteen (15) days from occurrence, elects, in writing, to repair and restore the leased premises within the said ninety days from the happening of the damage or act, then this Lease shall not end or terminate on account of such injury or act. However, the rent and Triple Net Expenses shall not run or accrue after injury and during the process of repairs, except only that Tenant shall, during such time, pay a prorated portion of such rent and Triple Net Expenses apportioned to that portion of the leased premises which are in condition for occupancy and can be effectively used or may actually be occupied by Tenant during such repairing periods.

If, however, the leased premises shall be damaged, but Tenant can use the leased premises to their fullest extent, then Landlord shall repair the same with reasonable promptness. In this case, the rent shall not cease or be abated during such repairing. All equipment, appliances, fixtures, improvements or betterments placed by Tenant on the leased premises, which shall be damaged or destroyed in any of the events aforementioned shall be repaired and replaced by Tenant at its own expense and not at the expense of Landlord.

Except as otherwise herein set forth, Landlord shall not be held to account for any damages to Tenant attributable to fire, acts of God or any failure or defect in the leased premises not reasonably attributable to the intentional or negligent acts or omissions of Landlord or its agents and employees; provided, however, Tenant shall promptly report any failure or defect to Landlord who shall repair or correct such defects with reasonable diligence.

[Handwritten signature]

SUBORDINATION

Notwithstanding anything herein to the contrary, Tenant agrees this Lease is and shall be subordinate to any mortgage, trust indenture, or other instrument of security which shall have been or shall be placed against the land and buildings of which the leased premises forms a part; and said subordination is hereby made effective without any further act by Tenant. Tenant agrees that at any time, or from time to time, upon request by Landlord, it will execute and deliver any instruments, releases, estoppel certificates, or other documents that may be required in connection with the subjecting and subordinating of this Lease to the lien of any of said mortgages, trust indentures or other instruments of security, or as may be required by Landlord in connection with a sale of the building. If there is more than one instrument, release, estoppel certificate, or other such document requested in any given Lease Year, and if legal fees are involved on the part of the Tenant to review such documents, the Landlord will reimburse Tenant for its reasonable legal fees to the extent such are reasonable and standard fees for such review.

NOTICE

Any notice required to be given by one party, to the other shall be in writing and must be personally served upon a party or served by registered or certified mail, postage prepaid, through the United States Postal Service, and addressed to the respective parties at the following addresses:

LANDLORD: Chalres Defilippo dba Zel Properties, LLC
100 West Main Street, Suite 202
St. Clairsville, Ohio 43950
Phone: 740-449-2454

TENANT: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

Either party may change the above addresses by giving written notice to the other party of such change. If a party's address is changed without such written notice, notice may be addressed to a party's last known address. Notice given in accordance with this provision shall be deemed effective on the earlier of (i) actual receipt, or (ii) three calendar days from the date of mailing.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton noted the county provides office space by statute.

WITH COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO)

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the 2024 CEBCO Wellness Grant Agreement with County Employee Benefits Consortium of Ohio (CEBCO) effective January 1, 2024 to December 31, 2024, for the following amounts:

- Administrative Funds: \$4,000
 - Program Funds: \$17,100
- Total Funds: \$21,100

2024 CEBCO Wellness Grant Agreement

Grantor: County Employee Benefits Consortium of Ohio (CEBCO)

Grantee: Belmont County

Grant Funding Amounts

Administrative Funds: \$4,000

Program Funds: \$17,100

County Wellness Contact (CWC)

CEBCO requires participating counties to designate one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). The CWC must be a county employee. While others including wellness team members, non-county employees or brokers/consultants may be involved with the wellness program, they are prohibited from being the county’s designated CWC. The CWC(s) will work directly with CEBCO and will be the primary source of information to the eligible employees and spouses on the medical plan.

The CWC(s) will play a significant role in determining programming, identifying existing and local wellness resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend one of the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately of the vacancy and of an interim contact. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

Administrative and Program Funds

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). Eligible counties will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan. Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. The number of enrolled employees at the start of the last quarter of the year/on October bill (excluding COBRA), will be used to determine the program grant allocation for the upcoming calendar year.

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

Documenting Uses of Program Funds

The **Wellness Grant Financial Form** will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner’s Office within 60 days. A county may submit a **Wellness Grant Financial Form** multiple times per year or once at the end of the calendar year. The deadline to submit documentation for the 2024 grant year is Friday, December 13, 2024. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

Mandatory Wellness Grant Requirements

Participating Counties **must** offer **each** of the following during the calendar year, between January 1, 2024 and December 31, 2024:

1. A minimum of two onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
2. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. Examples include diabetes management programs, Weight Watchers, tobacco cessation, nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.
3. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues.
4. Promote a minimum of one online health challenge offered by Anthem as part of the CEBCO Rewards 200 Program.
5. CWC(s) must attend a minimum of one bi-annual CEBCO Wellness Meeting, ideally both. If the contact in the CWC position is not available, please designate another county representative to attend.

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2024. The documentation is due on Friday, December 13, 2024.

Restricted Uses of Program Funds

The following are uses that do **not** meet the goals of the grant and therefore are **not** allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase EXCEPT for purchasing healthy food options).
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any insurance covered benefits (i.e. flu shots, biometric screenings, doctor’s visits, etc.).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

Authorized Signatures

Both parties, upon signatures below, agree to the terms outlined within this grant agreement and acknowledge understanding of the appendices provided on the subsequent pages.

County Employee Benefits Consortium of Ohio

Signature: Michael Kindell /s/

Printed Name: Michael Kindell

Date: 12/18/2023

County Commissioner or Designee

Signature: Jerry Echemann /s/ J. P. Dutton /s/ Josh Meyer /s/

Printed Name: Jerry Echemann J. P. Dutton Josh Meyer

Date: 1/4/24

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes

Mr. Meyer Yes

IN THE MATTER OF APPROVING CHANGE ORDER NO. 4 FROM RAZE INTERNATIONAL, INC. FOR THE FORMER COUNTY HOME, BOILER HOUSE AND WATER SANITATION BUILDING DEMOLITION PROJECCT


Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 4 from Raze International, Inc., for the Former County Home, Boiler House and Water Sanitation Building Demolition project for an increase of \$17,000.00, for a new contract total of \$239,120.00.
 Note: The sandstone at the demo site will be separated by size and hauled to a designated location.

RECEIVED
 DEC 20 2023
 BELMONT COUNTY COMMISSIONERS

CHANGE ORDER FORM

PROJECT NAME	Former County Home, Boiler House, and Water Sanitation Building Demolition		
LOCATION OF WORK	68325 Bannock Road, St. Clairsville, OH		
PROJECT MANAGER	Amanda Smathers	CLIENT	Belmont County Commissioners
REQUESTING PARTY	RAZE INTERNATIONAL INC	DATE OF REQUEST	12/19/2023

CHANGE REQUEST OVERVIEW

DESCRIPTION OF CHANGES NEEDED	Moving and Separating of Sandstone
REASON FOR CHANGE	We will be separating the sandstone by size and hauling it to the designated location near the Belmont County Sherriff's Department
SUPPORT & JUSTIFICATION DOCUMENTS	List all attached documents which support the requested change and justify any increased cost and time. This will be an additional 4 days of work with 1 laborer 1 operator 1 truck driver and equipment.
SPECIFICATIONS	
ADDITIONAL INFORMATION	

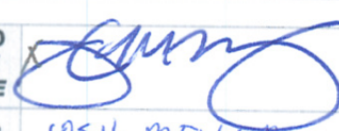
CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	\$168,300.00
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$53,820.00
NET INCREASE / DECREASE AS A RESULT OF THIS CHANGE	\$17,000
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$239,120

CHANGE IN CONTRACT TIMES

ORIGINAL TIMES	30 Days
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	0
NET INCREASE / DECREASE AS A RESULT OF THIS CHANGE	15 Days
TOTAL CONTRACT TIME WITH APPROVED CHANGES	48 Days

ACCEPTED BY SIGNATURE	X Jerry Echemann X S.P. Dutton
NAME & TITLE	JERRY ECHEMANN - VICE-PRES S.P. DUTTON - PRESIDENT
DATE	1-4-24

APPROVED BY SIGNATURE	
NAME & TITLE	JOSH MEYER MEMBER
DATE	1-4-24

Upon roll call the vote was as follows:

Mr. Dutton Yes
 Mr. Echemann Yes
 Mr. Meyer Yes

Mr. Dutton said the sandstone may be used for future use.

IN THE MATTER OF APPROVING VEHICLE PURCHASE

FOR BELMONT COUNTY SHERIFF'S OFFICE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2023 Dodge Durango Sport Utility Vehicle, for a total cost of \$41,278.00, from Jim Shorkey Auto Group through the State of Ohio Cooperative Purchasing Contract, based upon the recommendation of Sheriff Dave Lucas.

Note: This is a replacement vehicle that will be assigned to the Patrol Division and will be paid for by the Belmont County Sheriff's Department.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADOPTING THE RESOLUTION IN SUPPORT OF OHIO GIG'S APPLICATION TO THE OHIO RESIDENTIAL BROADBAND EXPANSION GRANT FOR FUNDING FOR EXTENSION OF BROADBAND TO BELMONT COUNTY RESIDENTS

A motion was made by Commissioner Dutton, seconded by Commissioner Echemann to adopt the following:

WHEREAS, we are aware of at least 1,000 Belmont County residents without access to broadband; and

WHEREAS, we recognize the critical importance of broadband access for educational, employment and healthcare reasons; and

WHEREAS, Belmont County and its partner, Ohio Gig LLC, have advised they are proceeding to request grant funding from the Ohio Residential Broadband Expansion Fund to bear the expense of extending broadband service to the homes in Belmont County that currently have no internet access ; and

WHEREAS, the Belmont County Commissioners wishes to confirm their support for the grant application.

NOW, THEREFORE, BE IT RESOLVED: the Belmont County Commissioners hereby affirms and confirms their unequivocal and wholehearted support for Ohio Gig LLC's grant funding application to the Ohio Residential Broadband Expansion Fund for purpose of securing the funding necessary to extend broadband to Belmont County residents who currently have no access to internet.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

Mr. Dutton said an agreement was entered into with Ohio Gig about six months ago for a \$2 million loan using ARPA funds. Ohio Gig is installing fiber optic cable in the county. Upon repayment the money can be used for other infrastructure needs, essentially doubling that \$2 million.

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS AND TC ARCHITECT, INC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the agreement between the Board of Commissioners and TC Architect, Inc., for professional design services relative to a new Animal Shelter project.

 **AIA**[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the date of execution by the Owner
(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

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

TC Architects, Inc.
430 Grant Street
Akron, Ohio 44311

The Architect may also be referred to as the "Design Professional" in this Agreement and other Contract Documents.

The Architect was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner. The Owner reserves the right to add additional scope and services that are in accordance with the Request for Qualifications ("RFQ"), as further improvements are identified and funds are available.

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

New Animal Shelter Project

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 OTHER BASIC 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

Preamble:

The Basic Services authorized by this Agreement are the Phase 1 programming and conceptual design services identified in **Exhibit A** attached hereto and as set forth in this Agreement, subject to the exceptions below. However, further Basic Services may be added at the Owner's sole discretion, by a written amendment signed by both parties. When the Phase 1 services for the Project are complete, the Architect will submit an estimated Cost of Work for the Project (subject to Owner's determination that certain items will not be authorized for the Project) in accordance with this Agreement and the Owner will determine whether the remaining Basic Services will be added via written amendment.

Terms relating to the Schematic Design Phase Services (3.2), Design Development Phase Services (Section 3.3), Construction Documents Phase Services (Section 3.4 including but not limited to 3.4.7), Procurement Phase Services (3.5), Construction Phase Services (Section 3.6), and the services specified in Sections 2.5.7, 4.1.1.3, 4.1.1.4, and 4.1.1.6 through 4.1.2.1.4, do not apply unless the Owner authorizes the Architect to perform Phase 2 Basic Services in a written amendment to this Agreement.

Should the parties fail to reach a written agreement regarding the remaining design and/or construction phase services for the Project, the Owner is entitled to terminate this Agreement as set forth herein.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's initial program for the Project is set forth in the Request for Qualifications (RFQ) dated April 24, 2023 issued by the Owner. The program for the Project will be further developed in collaboration with the Owner and

Init.

Architect, in the Owner's sole discretion. The Instruments of Service (including the Drawings and Specifications) for the Project, whether or not prepared by the Architect pursuant to a separate procurement, arrangement, or agreement, are subject to the terms and conditions of this Agreement.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Physical characteristics of the Project shall be based upon the information provided in the Request for Qualifications and Section 1.1.1 of this Agreement. Additional or alternative physical characteristics are to be determined in coordination with the Owner, based upon the Owner's project criteria, including the Project budget.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner's current total budget for the Project ("Project Budget") including the Cost of the Work as defined in Section 6.1 (including cost of construction, contractor fees, site improvements, and appropriate contingencies) plus design fees is TBD, in the Owner's sole discretion.

Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design Completed: 10 weeks from the date of execution of the Agreement.

As part of its Basic Services, the Architect will assist with schedule development for the Project, as requested by the Owner. The Design milestone and completion dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

.2 Anticipated construction commencement date:

TBD in the Owner's sole discretion

.3 Anticipated Substantial Completion date or dates:

TBD in the Owner's sole discretion

.4 Other milestone dates:

None anticipated at the time of execution of this Agreement; TBD in the Owner's sole discretion.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid as contemplated by Ohio Revised Code Section ORC 3313.46 (General Contractor).

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Init.

Where possible, the Architect shall provide the Owner with various design and material options and advise on the added or reduced costs and savings for operation costs and over the life of the Project.

§ 1.1.6.1 [Not Used.]

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Bonnie Zuzak, Clerk
The Board of Commissioners of Belmont County, Ohio
101 West Main Street
St. Clairsville, Ohio 43950

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be provided by the Architect.

.2 Civil Engineer:

To be provided by the Architect.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Susan Allen, AIA, ASID, IIDA, LEED AP BD+C, EDAC
TC Architects, Inc.
430 Grant Street
Akron, Ohio 44311

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, e-mail, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

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(Paragraphs deleted)

None anticipated at the time of execution of the Agreement.

§ 1.1.11.2 Consultants retained under Additional Services:

To be determined in accordance with this Agreement, if any

§ 1.1.12 Other Initial Information on which the Agreement is based:

- .1 If Architect must retain additional consultants, such consultants are subject to the Owner's approval. The Architect shall not contract with a proposed consultant with whom the Owner has made a reasonable and timely objection. If the Owner has a reasonable objection to a consultant proposed by the Architect, the Architect shall propose another consultant with whom the Owner has no reasonable objection at no additional cost to the Owner. The Architect shall not change a consultant previously selected and approved by the Owner, if the Owner makes a reasonable objection to the substitution.
- .2 The Owner reserves the right to review and approve staff proposed by the Architect to be assigned to the Project and any staff changes in key project roles, including those identified in the Architect's submitted Statement of Qualifications. The Architect will inform the Owner of any proposed staff assignments and changes in staffing before the change is implemented and obtain approval from the Owner, which will not be unreasonably withheld. The Architect shall not replace any of the representatives listed herein without the consent of the Owner while such representative is employed by the Architect, except with another representative who is satisfactory to the Owner. If the Architect proposes to change the representative, the Architect shall submit to the Owner a written request for the change, including the justification for the change and the name and qualifications for the proposed replacement. The Architect shall provide promptly any related additional information the Owner requests.
- .3 The Architect's agreements with its consultants and subcontractors must be consistent with the Architect's contractual obligations to the Owner, include a provision incorporating the terms of this Agreement by reference, incorporate relevant portions of the Architect's scope of services for the Project, and name the Owner as a third-party beneficiary.
- .4 The Architect shall obtain, and unless otherwise approved in advance in writing by the Owner, shall require its consultants or subcontractors to maintain insurance coverage and workers compensation coverage in at least the same limits and specifications as the requirements set forth for Architect in Section 2.6, and to provide the Owner with an insurance certificate if so requested.
- .5 The Architect will respond to inquiries from the Owner or the Owner's representative within three (3) business days from the receipt of the inquiry. Each response will address the questions raised in the inquiry and, if requested, will be in writing; provided, however, that if three (3) business days is not an adequate period of time under the circumstances to prepare the response, the period for the response will be extended to give the Architect a reasonable amount of time to respond. If a decision or approval is required by the Owner under this Agreement, the Owner will have at least three (3) business days written notice in advance that its decision or approval is required and will be furnished with sufficient information from which a decision or approval can be made, provided, however that if the 3-day period is not sufficient under the circumstances, the period for the response will be extended to give the Owner a reasonable period of time to respond.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect may agree to adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation pursuant to a written, signed agreement between the Owner and Architect.

§ 1.3 [Not Used.]

§ 1.3.1 [Not Used.]

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§ 1.4 In the event of any inconsistency, the provisions of this Agreement shall control over any purchase order, proposal, exhibit, or separate terms and conditions. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Architect shall (i) provide the better quality or greater quantity of Work; or (ii) comply with the more stringent requirements.

§ 1.5 During the design services, the Architect shall keep Owner apprised of any deviation from Owner's preliminary design documents or design criteria and respond timely to the Owner's comments regarding any such deviation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall comply with the Owner's rules, regulations, and policies. The Architect will provide professional services necessary for the design and documentation of the Project. The Architect agrees that the Basic Services compensation, as stated in Article 11, represents adequate and sufficient consideration for its provision of professional services, identified as Basic Services in this Agreement (including those of its consulting structural, mechanical, fire protection, plumbing, and electrical engineers and all other consultants under the Architect's responsibility) necessary to design the Project and prepare the documents that are necessary to fully indicate the requirements for construction, whether or not those services are individually expressed in this Agreement, the only exceptions to this being (1) the costs of those services that are provided by third parties and are expressly designated herein as being the "Owner's responsibility" or are "Owner-provided" and (2) the cost of those engineering or consulting services that become necessary as a result of a material change in Project scope affecting the Architect and that are the subject of a written agreement between the Owner and the Architect as limited by the terms of Subparagraph 11.3 or 11.4.

§ 2.2 **Standard of Care.** The Architect shall perform its services consistent with the professional skill, competence, and care ordinarily provided by architects licensed to practice in the State of Ohio and practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 **Standard of Care Breach.** If the Architect breaches any of its obligations under Section 2.2, the Architect will reimburse the Owner for its damages and expenses, including but not limited to attorneys' and consultants' fees and expenses, arising out of or related to such breach.

§ 2.2.2 **Project Schedule.** After consultation with the Owner, the Architect will prepare a preliminary project schedule for the Project that includes milestones for completion of key phases of the Project through completion of construction. The Owner will approve such dates and milestones and any modifications to them, and the milestone dates will be included in the Contract Documents. Following the award of the contract for construction of the Project, the Architect will promptly review the construction schedule prepared by the General Contractor, and any subsequent updates to the Construction Schedule. If at any time the Architect believes the time of completion of the Project or any milestone will be exceeded, the Architect shall promptly notify the Owner in writing of this situation and work with the Owner and the Contractor to develop alternatives for maintaining the project schedule. The Architect will perform these services with reasonable diligence and expediency consistent with sound professional practices.

§ 2.2.3 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design requirements imposed by governmental authorities having jurisdiction over the Project and shall perform Architect's services in conformance with all such laws, codes, and regulations. Further, the Architect acknowledges that design requirements of agencies and entities that accredit the Owner must be used in designing the Project. The Architect will conform its services and the Project design to meet the applicable standards of such accrediting agencies and entities.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. Such representative shall be subject to the approval of the Owner. The Owner is entitled to assume that written direction from the Owner to the Architect may be provided to any of the Architect's designated representatives to the extent that the Architect provides specifically assigned areas of authority for each of the designated representatives.

Init.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Insurance. The Architect shall maintain the following insurance until termination of this Agreement and for a period of five (5) years following final completion of the Project. The insurance shall cover the Architect and its employees and shall be obtained from an insurance company rated A- or better by the Best Insurance Reports. The Architect will require its consultants to maintain appropriate levels of insurance coverage based upon the services to be provided by the consultant.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. This endorsement shall be Insurance Services Office, Inc. (ISO) endorsement CG 25 03, or equivalent.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 In lieu of the total Limits of Liability being provided under the Primary Liability insurance, the Architect and consultants may provide the liability limit specified by means of a combination of Primary and Umbrella Liability insurance. The Umbrella Liability coverage must be as broad or broader than the Primary Insurance policies.

§ 2.5.4 Workers' Compensation at statutory limits as required by Ohio law.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits as set forth below:

Project Budget Defined in 1.1.3	Professional Liability Policy Limits Not Less Than	
	Per Claim	In Aggregate
\$0-\$5 Million	\$1 Million	\$2 Million
Greater than \$5 Million - \$10 Million	\$2 Million	\$2 Million
Greater than \$10 Million - \$50 Million	\$2 Million	\$4 Million

§ 2.5.7 Pollution Liability insurance with a limit for any one incident of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate.

§ 2.5.8 Additional Insured Obligations. The Owner must be named as a certificate holder of each policy and, except for professional liability coverage, will also be named as an additional insured.

§ 2.5.9 The Architect shall provide certificates of insurance to the Owner prior to execution of this Agreement and a copy of its errors and omissions coverage to the Owner upon request that evidence compliance with the requirements in this Section 2.5. The Architect shall deliver to Owner, upon request, copies of the actual insurance policies. Architect is required to notify Owner of any adverse material change in, or cancellation of, the policy or policies evidenced, via certified mail to Owner, and that 5 days after the renewal date, the Architect shall furnish Owner, with updated or replacement certificates of insurance that clearly evidence continuation of all coverages in the same manner, limits and protection, as required.

§ 2.5.10 If professional liability and/or commercial general liability coverage is claims-made coverage, coverage must be maintained in effect for ten (10) years after Final Completion of Work.

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, as set forth in the Owner's Request for Qualifications which are incorporated herein by reference to the extent not inconsistent with this Agreement, and as set forth in the Architect's Proposal attached hereto as **Exhibit A** to the extent not inconsistent with this Agreement, and include usual and customary architectural, civil, structural, mechanical, plumbing, fire protection, and electrical engineering services and other engineering and consulting services necessary, in accordance with the Architect's Standard of Care to design the Project. The Architect's design for the Project will comply with the Owner's planned objectives and criteria, as communicated by the Owner, for both functions to be accomplished by the construction and improvements and the Owner's budget as defined in Section 1.1.3 for the Project. If the Architect's design is not consistent with the Owner's planned objectives and criteria, the Architect will notify the Owner in writing of the differences between the design and the Owner's planned objectives and criteria in sufficient time so that the differences can be resolved to the Owner's satisfaction prior to soliciting bids or proposals, at the Architect's expense. The design of each part or phase of the Project and the Plans and Specifications for each part or phase of the Project are subject to approval by the Owner. The Architect shall assist the Owner in the procurement of consultants and suppliers, as requested by Owner, and provide all required information and coordination of its services with the Owner and any of Owner's consultants and suppliers as part of its Basic Services. Services not set forth in this Agreement as Basic Services are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. The Architect shall be responsible for memorializing all Project meetings during the design phases of the Project.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. If Owner performs work on the Project with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, delay, or inconsistency in such services or information.

§ 3.1.3 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. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. 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.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval. The Architect shall timely notify the Owner and Contractor of any objections it has to such substitution, in writing.

§ 3.1.5 The Architect shall, at appropriate times, contact governmental authorities or other Authorities Having Jurisdiction, required to approve the Construction Documents and entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such authorities and by such entities providing utility services. The Architect shall advise the Owner, in writing, of the results of these contacts and any impacts on Project requirements.

§ 3.1.6 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.

§ 3.1.7 The Architect's Basic Services include all utility connections along the parcel boundary for the Project. Any utility connections or design associated with off-site utilities are not included in Basic Services.

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§ 3.1.8 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project, and shall perform Architect's services and design the Project in conformance with all such laws, codes, and regulations including but not limited to all national, state, and local regulatory and statutory requirements.

§ 3.1.9 The American with Disabilities Act (ADA) provides that designs of new facilities must meet the requirements of the ADA. The Owner has contracted with the Architect in reliance upon the Architect's skill and judgment in addressing the ADA requirements of the Project. The Architect will comply with the applicable ADA requirements as they apply to the Project.

§ 3.1.10 The Architect warrants and represents that it presently has, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect will advise the Owner of design alternatives, which could result in savings to the Owner, including savings in the construction cost and the cost of operating the Project when completed.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including design alternatives, which could result in savings to the Owner, including savings in the construction cost and operating costs when the Project is completed. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preferred preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 If requested by the Owner, the Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Section 4.1.1 and/or 4.2.

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

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

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

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic 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 Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development 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 Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in customary detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform 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 3.6.4.

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner and the Owner's legal counsel in the development and preparation of (1) 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). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 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.

§ 3.4.6 The Architect is responsible for timely submittal of plans to the local authority(ies) having jurisdiction over the Project to support plan review and the building permit process by these authority(ies).

§ 3.4.7 In addition to other terms to be included in the Contract Documents on behalf of the Owner, to the extent that the following items are within the scope of the Project, the Architect will (a) include in the Contract Documents test requirements for the following building systems: air conditioning system (which will be conducted during the summer months), heating system (which shall be conducted during the winter months), electrical system, plumbing system, fire protection system, communications system, security systems and other such systems as are reasonably requested by the Owner; (b) provide that the respective contractors participate in such series of systems tests; and (c) provide that such tests will be conducted during the first eleven (11) months following the date the Owner receives the occupancy permit and Substantial Completion. It is intended that the testing shall be a comprehensive series of operation tests designed to determine whether the systems, including hardware and software, are fully operational in accordance with the requirements of the Contract Documents.

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§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the Owner's legal counsel in (1) obtaining competitive bids in accordance with the Ohio Revised Code and District policies; (2) confirming responsiveness of bids including evaluation of the **lowest and best** bid submitted and determination of the best bidder to perform the specified Work; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction. As soon as possible after the award of a contract, the Architect will coordinate with the Owner and the Owner's legal counsel to assist with obtaining the Contractor's signature on the contract, delivering the signed contract to the Owner for approval and execution, and returning an original signed copy of the Contract to the Contractor for its records. The Architect will also work with the Owner and its legal counsel to prepare the notice of commencement for the Project.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and Contract Documents prepared by Owner's legal counsel and the Construction Documents and any other technical documents prepared by the Architect.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, furnishing recommendations on the award of the construction contracts, and distributing the contracts for construction prepared by Owner's legal counsel for execution, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.4 If the lowest bona-fide bid by a responsible general contractor exceeds the published construction cost estimate by 10% or more, then the Architect will, at its sole cost and expense and consistent with Section 6.7 of this Agreement, revise the drawings and specifications as may be required by the Owner in consultation with the Architect to reduce or modify the quality or quantity, or both, of the Project so that the total construction cost of the Project will not exceed the total construction cost set forth in the Owner's approved estimate of construction cost.

§ 3.5.3 Negotiated Proposals – This Section 3.5.3 and related Sections 3.5.3.1 through 3.5.3.3 are deleted.

§ 3.5.3.1 [Not Used.]

§ 3.5.3.2 [Not Used.]

- .1 [Not Used.]
- .2 [Not Used.]
- .3 [Not Used.]
- .4 [Not Used.]

§ 3.5.3.3 [Not Used.]

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner for the Project.

§ 3.6.1.2 The Architect shall be a representative of and 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

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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 Agreement will relieve the Architect of its duty to use reasonable care to protect the Owner from defective and non-conforming Work in accordance with its Standard of Care.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, 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.

§ 3.6.1.4 **Communication with Contractor.** The Architect agrees to act as the representative of the Owner in connection with any communication by or with the Contractor; in most situations, communications from the Contractor to the Owner and from the Owner to the Contractor will be issued through the Architect. Notwithstanding anything to the contrary in this Agreement, the Owner has not relinquished its right to communicate with the Contractor directly. The Architect will not be responsible for any acts or omissions of the Contractor resulting from such communications made directly by the Owner. Unless and until the Architect is notified that the Owner's representative has changed, the Owner's representative for purposes of this Agreement is as set forth on page one of this Agreement.

§ 3.6.1.5 **Coordination of Responsibilities Regarding Underground Utility Facilities.** The Architect is responsible for determining the locations of the underground utility facilities, and these locations will be provided to the Owner by the Architect. The Architect, on behalf of and in the name of the Owner, will assist the Owner to give the notices required to be given by the Owner under Section 153.64(B), Revised Code. The Architect will include in the Drawings and Specifications the identity and location of existing underground utility facilities located in the construction area of the Project as provided by the Owner of the utility facility.

§ 3.6.1.6 **Construction Administration.** As part of its Basic Services, the Architect shall provide construction administration services, which shall include visiting the site to observe construction activities and progress and providing written and photographic reports to the Owner on such activities and progress.

§ 3.6.1.7 During the Construction Phase, the Architect will do all of the following:

- .1 Attend regular (weekly) job meetings and perform field review of work for quality assurance and compliance with Contract Documents;
- .2 Prepare and distribute meeting minutes;
- .3 Perform a first work inspection and regular, intermittent observations during the Project to confirm for the Owner that Work is being installed in accordance with the Plans and Specifications;
- .4 Provide separate written reports for each observation day, specifically noting for that day the Work progress observed, overall progress to date, safety observations, and quality control concerns, with pictures to illustrate clearly the conditions described in the report.
- .5 Prepare Project Record Documents, which include architectural and engineering modifications of the Construction Documents and as-built information for the purposes of creating a record set of documents in PDF and AutoCAD formats;
- .6 Manage:
 - .1 Submittals
 - .2 Scope review and pricing recommendations for all proposed changes
 - .3 RFIs and responses
 - .4 Bulletins, Change Orders, and Construction Change Directives
 - .5 Applications for Payment
 - .6 Punch Lists and Final Inspection, including initial preparation for and follow-through on each
 - .7 Certificate of Substantial Completion
 - .8 Closeout document review
- .7 Schedule and participate in the 11-month walk-through with the Owner and the Contractor, including any specialty subcontractors as appropriate

Listing of these items in this section does not limit or otherwise modify the provisions in the Agreement addressing any one of them as related to the services to be provided by the Architect.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, consistent with its Standard of Care, 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. However, the Architect shall not be required to make exhaustive or continuous on-site inspections 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, to guard the Owner against defects and deficiencies in the Work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will memorialize its site visits in a written report to the Owner in a format acceptable to the Owner. Nothing in this section will 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.

§ 3.6.2.2 The Architect shall reject Work that it knows or within the Standard of Care should have known does not conform to the Contract Documents and shall notify the Owner and Contractor of the rejection of such Work. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 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 will 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 will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to the Owner upon the Owner's request.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. 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. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, as modified for the Project, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 The Architect shall give prompt written notice to the Owner if the Architect becomes aware of any fault, defect, error, omission, or inconsistency in the Project or in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 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 3.6.2 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The Architect will not certify any payment application to the extent the Contractor has not submitted all appropriate waivers of claim waivers of lien, or other documents required by the Contract Documents, except as provided herein.

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§ 3.6.3.2 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 Consistent with its Standard of Care, the Architect will advise the Owner and the Owner's representative 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 known 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 will not certify any 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 applications for Payment or other documents required by the Contract Documents.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness in an effort to avoid delay in the Work or in the activities of the Owner, Contractor, or separate subcontractors, while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, and consistent with its Standard of Care, 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 and required by the Contract Documents, i.e., whether the items that are the subject of the Shop Drawings, Product Data, and Samples will be in general compliance with the requirements of 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 shall provide reasonable assistance to clarify certain dimensions if those indicated in the Contract Documents conflict with existing field conditions or because the dimensions in the Contract Documents contain erroneous, inconsistent, or incomplete information. 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.

§ 3.6.4.3 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 and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall notify the Owner and the Contractor, in writing, of any inconsistencies discovered by the review. The Architect shall be entitled to rely upon the adequacy, completeness, and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within **3 business days** unless otherwise agreed upon by the Owner, in writing. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 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. However, the Architect will notify the Owner and Contractor in writing, of such minor changes. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work, including but not limited to, RFIs, Bulletins, Change Orders, Construction Change Directives, submittals, and Architect's Supplemental Instructions and upon completion, represent all changes in the Record Documents. The Architect will maintain a record of all change orders for the Project that shows the status of each change order, identifies known issues that could potentially be the basis for a change order, 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 will furnish an updated copy of the change order record to the Owner upon request.

§ 3.6.5.3 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 3.6.5.4 If the Architect determines that implementation of the requested changes would result in a material change to the Project that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect, shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a modification to the Architect's services. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 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,
- .4 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 the 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 will work with the Owner to pursue the Contractor to complete its Work and correct any defective or non-conforming Work; however, the Architect is not a guarantor that the Contractor will complete its Work. The Architect will receive and review for compliance with the Contract Documents written guarantees and related documents required by the Contract Documents to be assembled by the Contractor and will issue when so warranted a Final Certificate of Payment.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and 1 month 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. The Architect shall document deficiencies and notify the Contractor in writing with a copy to Owner, that corrective work is required, prior to the 1 year anniversary of Substantial Completion unless agreed upon otherwise.

§ 3.6.6.6 **Record Drawings.** Before final payment is due the Architect, the Architect will assemble, annotate as appropriate, and deliver to the Owner one (1) set of Record Drawings for the Project in paper form and in an electronic PDF file provided by the Contractor. The Record Drawings, to the best of the Architect's knowledge based upon the record drawings delivered to the Architect by the Contractor and the Architect's knowledge of change orders and observations during the progress of the Project, will document the construction of the Project and contain such annotations by the Architect as may be necessary for someone unfamiliar with the Project to understand the changes made to the original plans. As part of the payment approval process for the Contractor during the course of the Project, the Architect will implement a system that requires the Contractor to update the working sets of drawings to reflect Work in progress. The Record Drawings will be in good condition, legible, and suitable for reproduction. At the completion of the Project the Architect shall have the information contained on the Record Drawings for the Project transferred to the electronic files for the Project, and provide such electronic files to the Owner.

ARTICLE 4 OTHER BASIC SERVICES

§ 4.1 Scope of Services

§ 4.1.1 The following are included in Basic Services, except where indicated below.

(Designate the Architect's Services and the Owner's Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Service. Insert a description of the Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Included as a Basic Service; no separate agreement will be used
§ 4.1.1.2 Multiple preliminary designs	Architect – Included as a Basic Service
§ 4.1.1.3 Measured drawings	Architect – Included as a Basic Service
§ 4.1.1.4 Existing facilities surveys	Architect – Included as a Basic Service
§ 4.1.1.5 Site evaluation and planning	Architect – Included as a Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	Architect – Included as a Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect – Included as a Basic Service
§ 4.1.1.9 Landscape design	Architect – Included as a Basic Service
§ 4.1.1.10 Architectural interior design	Architect – Included as a Basic Service; no separate agreement will be used; see 4.1.2.1.3
§ 4.1.1.11 Value analysis	Architect – Included as a Basic Service

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Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.12 Cost estimating per Section 6.3	Architect, consistent with the Owner's budget requirements - cost estimates for the Schematic Design Phase, Design Development Phase and Construction Documents Phase are included as a Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.13 On-site project representation/ construction administration services	Architect – Included as a Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.14 Conformed documents for construction	Architect – Included as a Basic Service. See Section 4.1.2.1.1 below.
§ 4.1.1.15 As-designed record drawings	Architect – Included as a Basic Service
§ 4.1.1.16 As-constructed record drawings	To be provided to the Owner per Section 3.6.6.6 and 4.1.2.1.2
§ 4.1.1.17 Post-occupancy evaluation (11 month walkthrough)	Architect – Included as a Basic Service per Section 3.6.6.5
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	The Architect shall provide all required information and coordination of its services with all of Owner's consultants and suppliers as part of its Basic Services
§ 4.1.1.21 Telecommunications/IT/data and security system design	Architect – Included as a Basic Service
<i>(Row deleted)</i>	
§ 4.1.1.22 Security evaluation and planning	Architect – Included as a Basic Service; no separate agreement will be used
§ 4.1.1.23 Commissioning	Architect – Included as a Basic Service; no separate agreement will be used; to be performed by third-party consultant
§ 4.1.1.24 Sustainable Project Services	Architect – Included as a Basic Service, as set forth herein.
<i>(Row deleted)</i>	
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Included as a Basic Service; no separate agreement will be used; see 4.1.2.1.4.
§ 4.1.1.29 Monitor and document successful testing and startup of all building systems	Architect – Included as a Basic Service

(Rows deleted)

§ 4.1.2 Description of Services

§ 4.1.2.1 A description of any Basic Service identified in Section 4.1.1, if further description is needed.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Services.)

§ 4.1.2.1.1 The Architect shall assemble a complete, single set of Construction Documents which shall incorporate the drawings, specifications and Addenda for all of the Bid Package issued during the Bidding Phase. All documents shall be made current as of the date of issuance of the Conformance Set. An electronic copy of the Conformance Set shall be provided to the Owner and Contractor. The Architect shall provide any hard copies requested by the Owner in the size and quantity requested.

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§ 4.1.2.1.2 The Architect shall compile and deliver to the Owner Record Documents which reflect the marked-up drawings and other data furnished to the Architect by the Contractor. The Documents shall be in the form of a set of prints and electronic pdf files on a USB flash drive. All RFI's and documented changes in Work will be represented on the Record Documents when appropriate.

§ 4.1.2.1.3 In consultation with the Owner, the Architect will develop interior design solutions for all spaces to be constructed, including selection of all interior finishes, materials, and colors of fixed components such as general casework, which are part of the specifications for the Project.

§ 4.1.2.1.4 Architect will provide services for furniture and equipment design, which may be purchased by the Owner. As part of its Basic Services, Architect will include the layout for furniture and equipment items to be purchased on the drawings and will include power and data for all furniture, fixtures, and equipment on the drawings for each component of the Project. Architect will coordinate with staff to design infrastructure for audio-visual and computer equipment. The Architect will review and inventory existing furnishings and equipment, design and specify new furnishings and fixtures to be selected, and provide oversight for installation and inspection of existing furnishings and fixtures during the Construction Administration Phase.

§ 4.1.2.2
(Paragraphs deleted)
[Not Used.]

§ 4.1.3 [Not Used.]

§ 4.2 Architect's Additional Services

Subject to the requirements in this Agreement, the Architect may provide Additional Services 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 may entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. However, nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. If the Architect fails to timely provide notice under this Section 4.2 and its subsections, the Architect shall be deemed to have waived the right for compensation for performing the Additional Services.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Subject to the limitations of Section 6.5 and 6.6, services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, which materially impact Architect's performance and services;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 [Not Used.]
- .6 [Not Used.]
- .7 [Not Used.]
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 [Not Used.]
- .10 Consultation concerning replacement of Work resulting from fire or other cause, other than when caused by the act or omission of the Architect or a party for which it is responsible, during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect; or
- .12 Services necessitated by replacement of the Contractor.

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§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect and the Owner shall have no further obligation to compensate the Architect for those services. Should the Architect believe that the proposed Additional Services are essential for the performance of its professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief. If the Owner determines that the proposed Additional Services (which the Architect has suggested are essential) are included in the Architect's Basic Services, the Architect shall perform them, submitting written notice to the Owner before performing those services, stating that the Architect disputes the Owner's determination that those services are Basic Services and that the Architect does not waive its right to seek compensation for those services by performing them.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect that is not the result of the Architect's negligent acts or omissions or failure to perform;
- .2 Responding to more than three (3) Contractor requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation (the Architect shall identify to Owner and Contractor the location of the information in the foregoing documentation);
- .3 Preparing more than ten (10) Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service that are not the result of the Architect's negligent acts or omissions or failure to perform;
- .4 Evaluating more than three (3) Claims as the Initial Decision Maker that are not the result of the Architect's negligent acts or omissions or failure to perform; or,
- .5 Evaluating more than three (3) substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Visits to the site by the Architect over the duration of the Project during construction, as often as is appropriate for the Work that is under way, but not less than one time every week.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 [Not Used.]

§ 4.2.5 Except for the eleven (11) month walkthrough, if the services covered by this Agreement have not been completed within twelve (12) months of the date of Substantial Completion, through no fault of the Architect, the Architect may request additional compensation for the actual cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of delay.

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 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.

§ 5.2 The Owner's budget for the scope of Work for the Project is defined in Section 1.1.3 and its subparagraphs. The Owner's budget may be adjusted in the Owner's sole discretion. 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.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 If necessary to provide complete Construction Documents in accordance with this Agreement, the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 If necessary to provide complete Construction Documents in accordance with this Agreement, the Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect shall collaborate with the geotechnical engineer on the number and locations of such tests and borings.

§ 5.6 [Not Used.]

§ 5.7 [Not Used.]

§ 5.8 The Owner, with the assistance of the Architect, shall coordinate the services of the Owner's 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 furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

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

§ 5.10 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.

§ 5.11 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. Notwithstanding the foregoing, the parties understand that the Owner has no duty to search for faults or defects and further agree that the Owner is not a professional skilled in finding such faults or defects.

§ 5.12 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project that may affect the Architect's services.

§ 5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction, upon request by the Architect.

§ 5.14 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 reasonable access to the Work wherever it is in preparation or progress, unless there is a risk of delay to the Project or safety of individuals.

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§ 5.15 [Not Used.]

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, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget, which includes the Cost of the Work and other costs as defined in Paragraph 1.1.3, will be the limit of funds available for the Project.

§ 6.3 In preparing estimates of the Cost of Work (also referred to as "Estimates of Probable Construction Cost"), 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 recommend reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents design alternates 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.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, 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. The Architect shall provide these services and update the design documents accordingly, at no additional cost to the Owner.

§ 6.6 When the Owner's most recently approved Cost of the Work budget is exceeded by the Cost of the Work as determined by bidding or negotiation, the Owner may, at its option:

- .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 this Agreement 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 6.6.1, 6.6.2, or 6.6.4, without additional compensation, the Architect shall modify the Construction Documents as necessary to comply with the Owner's revised budget for the Cost of the Work or other adjustments authorized by the Owner. 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. As payments are made by the Owner and accepted by the Architect, the Owner is hereby deemed the owner of the Architect's and the Architect's consultants' 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 Owner.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner full ownership of 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 under this Agreement, including prompt payment of all sums due under this Agreement. The Architect shall obtain the necessary rights from the Architect's consultants consistent with this Agreement and the Owner's ownership of the Instruments of Service. The rights 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, for use in performing services or construction for the Project for the Owner. These full ownership rights shall survive any termination of this Agreement.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors 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 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 or rights 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.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.6 The Owner authorizes the Architect to furnish contractors and subcontractors, directly engaged in the Project, portions of the Construction Documents in digital data format for their convenience and use solely for their construction of the Project. The Architect cannot warrant the compatibility of digital data files with the hardware or software utilized by the contractors and subcontractors. The Architect does not warrant the accuracy of changes made by contractors and subcontractors to the digital files provided by the Architect.

§ 7.7 Upon completion of the services, the Architect shall furnish to the Owner digital data files of the latest Construction Documents prepared by the Architect. The Architect shall correct any errors or discrepancies found in the digital data files and reported within 60 days of their receipt by the Owner.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered and paid 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 the modified (as prepared for the Project) AIA Document A201-2017, General Conditions of the Contract for Construction, if applicable. 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 Indemnification

Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify, defend, and hold the Owner and the Owner's officers and employees harmless from and against liabilities arising from claims by third parties for death or injury, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate share of the

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tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the professional design firm or any consultant, subcontractor, or other entity used by the professional design firm, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Architect for the breach of this Agreement or for the breach of the Standard of Care.

§ 8.1.4 The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.1.5 Unless otherwise agreed in writing, the Architect shall continue to provide services and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Architect in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amount in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amount in dispute.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if agreed upon in writing by both parties. 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.

§ 8.2.1.1 Unless otherwise agreed in writing, the Owner shall maintain any rights it may have to the Architect's Instruments of Service, and the Architect shall continue to provide services and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Architect in accordance with this Agreement, however the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amount in dispute.

§ 8.2.2 If the Owner and Architect endeavor to resolve claims, disputes, or other matters in question between them by mediation, the parties shall mutually agree to a mediator, and the mediation shall be administered by a mediator and in a forum that are mutually agreeable to the parties; however, if the parties are unable to agree upon a forum or mediator, the parties will use the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing and delivered to the other party to this Agreement. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order. The parties agree that a request for mediation will not be submitted to the American Arbitration Association until the parties are unable to agree on a different forum for mediation of the claim, dispute, or other matter in question between them.

§ 8.2.3 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.

§ 8.2.4 If the parties do not resolve a dispute through negotiation or mediation, if the parties chose to negotiate and/or mediate, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction, subject to Section 10.1.
- Other: (Specify)

Int.

§ 8.3 Arbitration – This Section 8.3 and related Sections 8.3.1 through 8.3.3 are deleted.

§ 8.3.1 [Not Used.]

§ 8.3.1.1 [Not Used.]

§ 8.3.2 [Not Used.]

§ 8.3.3 [Not Used.]

§ 8.3.4 Consolidation or Joinder – This Section 8.3.4 and related Sections 8.3.4.1 through 8.3.4.3 are deleted.

§ 8.3.4.1 [Not Used.]

§ 8.3.4.2 [Not Used.]

§ 8.3.4.3 [Not Used.]

§ 8.4 The provisions of this Article 8 shall survive the termination of 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 21 days' written notice to the Owner before suspending services. Such notice must specify the Architect's reasons for the intended termination or suspension of services and will state with specificity the means by which the Owner may cure the asserted reasons. 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 Owner shall pay the Architect all sums that are agreed to be 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 for more than 120 days, 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 120 cumulative days for reasons other than the fault of the Architect and within the control of the Owner, 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 21 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 21 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services actually performed prior to termination and Reimbursable Expenses then due.

§ 9.7
(Paragraphs deleted)
[Not Used.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, which is the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 10.2 Terms in this Agreement shall have the same meaning as those in the modified AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 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, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to 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. The Architect shall identify Owner as an express third party beneficiary in each agreement with Architect's consultants and subcontractors and shall incorporate by reference all of Architect's duties and obligations with respect to Owner in such agreements such that each consultant and subcontractor shall owe to Architect all obligations that Architect owes to Owner, as adjusted for the particular services provided to Architect.

§ 10.6 Unless otherwise required in this Agreement, 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 will immediately report that presence to the Owner in writing.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third party (without the advance written consent of the Owner) any confidential, proprietary or privileged information or documentation of the Owner.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," to the extent permitted by law, the receiving party shall keep such information strictly confidential and shall not disclose it to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.8.1 [Not Used.]

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§ 10.9 Betterment. If a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to construct such item or component to the extent that such costs would have been incurred had Architect included such item or component in the Architect's original Construction Documents (i.e., betterment), but Architect shall be responsible for paying any additional costs arising from the omission.

§ 10.10 The services provided under this Agreement include those commenced and previously authorized by the Owner within the scope of this Project. Fees paid prior to the execution of the Agreement shall be credited against the fees set forth in this Agreement.

ARTICLE 11. COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) The compensation for Architect's Basic Services for Phase 1, as set forth in **Exhibit A**, shall not exceed **\$8,500**, billed in accordance with the hourly rates set for the in **Exhibit B**. The compensation for the Architect's Basic Services for Phase 2, as set forth in **Exhibit A** and described herein, shall be **8%** of the Owner's budget for the Cost of the

(Paragraphs deleted)

Work set forth in Section 1.1.3 above. All fees paid for Basic Services for Phase 1 will be deducted from the Basic Services Fee for Phase 2. The compensation for Reimbursable Expenses as defined in Section 11.8, is in addition to such Basic Services fee and shall not exceed **\$10,000**.

§ 11.2

(Paragraphs deleted)

[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

No Additional Services shall be performed without a prior written, signed agreement between the Owner and Architect. The Architect shall be compensated for Additional Services on the basis of hourly billing rates set forth in **Exhibit B**, unless a lump sum amount is mutually agreed upon between the Owner and Architect.

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

(Insert amount of, or basis for computing, Architect's consultants' compensation for Additional Services.)

§ 11.5 The Architect shall invoice the Owner monthly in proportion to services performed in each phase of services. The compensation for each phase of services shall be as set forth in **Exhibit A**

(Table deleted)

§ 11.6 [Not Used.]

§ 11.6.1 [Not Used.]

§ 11.7 For purposes of pricing Additional Services, the hourly billing rates for services of the Architect and the Architect's consultants 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.)

init.

As set forth in **Exhibit B**

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services, subject to 11.1, and include the normal and reasonable 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, provided that the Owner may pay these amounts directly if requested in sufficient time to process and issue the payment;
- .4 Printing, reproductions, plots, standard form documents, except that reproduction for internal coordination between the Architect and Owner and the Architect's consultants shall not be reimbursable;
- .5 Postage, handling and delivery;
- .6 Employment of special consultants other than those listed in this Agreement if authorized in advance, in writing by the Owner; and
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner.
- .8 [Not Used.]
- .9 [Not Used.]
- .10 [Not Used.]
- .11 [Not Used.]
- .12 [Not Used.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.8.3 Reimbursable Expenses must be itemized and submitted with supporting documentation to the Owner no later than 60 days after such expense is incurred by the Architect. Architect's failure to submit Reimbursable Expense timely to the Owner as required herein will be an irrevocable waiver of Architect's right to reimbursement for such Reimbursable Expense.

§ 11.9

(Paragraphs deleted)

[Not Used.]

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 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.

§ 11.10.1.2 [Not Used.]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Architect's invoice. Amounts due and unpaid sixty (60) days after the date the invoice is approved by the Owner 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.)*

Simple interest at the Ohio statutory rate. Architect shall give the Owner seven days written notice of late payment before interest shall begin to accrue.

§ 11.10.2.2 [Not Used.]

init.

§ 11.10.2.3 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.

§ 11.10.2.4 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Architect's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Architect shall preserve these for at least 4 years, or for such longer period as may be required by law. In the event that the Architect's records are not available at the agreed upon time or place, or in the event that Owner finds incomplete records or inaccurate accounting of paid expenses, the Architect must reimburse Owner for its time, travel, related expenses and Architect shall reimburse Owner the full amount of any discrepancies or overages.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Architect's Duties in General.** The Architect acknowledges that the Owner is entering this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.

§ 12.2 The Architect acknowledges it will use its best professional skill and judgment to coordinate the design of the Project in order to (i) minimize disruption of the Owner's operations, and (ii) to ensure that the Project is coordinated as to phasing, timing, staging, design, and execution. However, it is understood that the Architect will neither have control over or charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the responsibility of the Contractor.

§ 12.3 The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.

§ 12.4 In providing services under this Agreement, the Architect shall exercise usual and customary reasonable professional care to comply with all reasonably known applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. The Architect agrees that it will use reasonable care so that the Plans and Specifications and the improvements, if built in accordance with them, shall conform to all reasonably known currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance by any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner in writing.

§ 12.5 The Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.

§ 12.6 Consistent with its Standard of Care, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.

§ 12.7 The Architect shall endeavor to maintain good working relations with the Owner, Contractor, contractors and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes.

Init.

§ 12.8 Consistent with the Standard of Care, the Architect will endeavor to anticipate problems related to zoning, building permits, availability of utilities, equipment and material shortages, and supplier delays.

§ 12.9 Architect will report to the Owner problems and disputes on the Project and will assist the Owner in addressing the problem or dispute. The information provided should include a description of any problem or dispute relating to the Project; the status of any identified problem or dispute; the date first noted; action taken; responsible persons in the opinion of the Architect (if such persons have been identified); and recommended and final resolution. Upon the Owner's request, the Architect will provide the Owner's legal counsel with a copy of such reports marked "confidential" so that the Owner's counsel may provide legal advice to the Owner concerning the problem or dispute.

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

§ 12.11 Non-Discrimination. Architect agrees:

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

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

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

Int.

§ 12.14 Alternates. The Architect will prepare Alternates for changes in material, equipment, and products requiring minimum documentation at no increase in fee. When Alternates require major changes in documentation or additional documentation, the Architect's compensation fee for each alternate will be established at the time the alternate is proposed.

§ 12.15 Ethics. The Architect is aware of the ethics responsibilities in Ohio Revised Code Section 3517.13 and is in compliance with this section of the Ohio Revised Code.

§ 12.16 Findings for Recovery. The Architect is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, this Agreement is void, and the Architect will immediately repay to the Owner any funds paid under this Agreement.

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

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

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 the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect, as modified for the Project

.2

(Paragraphs deleted)

- Owner's RFQ, dated April 24, 2023 and any addenda thereto, to the extent not inconsistent with this Agreement

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [X] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Architect's Fee proposal, dated October 6, 2023, as modified, and to the extent not inconsistent with this Agreement All terms and conditions are expressly rejected.

Exhibit B – Architect's Hourly Rates

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

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

OWNER - THE BOARD OF COMMISSIONERS OF
BELMONT COUNTY, OHIO

ARCHITECT - TC ARCHITECTS, INC.

X Jerry Echemann
X [Signature]
(Signature)

[Signature]
(Signature)

JERRY ECHEMANN VICE-PRES.
J. P. DUTTON
JOSH MEYER
(Printed name and title)

SUSAN ANKEN
VICE PRESIDENT
TC ARCHITECTS
(Printed name, title, and license number, if required)

1-4-24
(Date)

DEC 29, 2023
(Date)

CERTIFICATE
(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: 1-4-24

[Signature]
Fiscal Officer

Upon roll call the vote was as follows:

Mr. Dutton Yes
Mr. Echemann Yes
Mr. Meyer Yes

Mr. Dutton said they took a comprehensive look at the Animal Shelter late 2022 and started the process of looking for an architect in April 2023. Legal counsel was brought on board to help with the process. Mr. Dutton said TC Architect has an extensive portfolio. They will be working on a conceptual design and cost.

IN THE MATTER OF APPROVING THE 2024-2026 PURCHASE OF SERVICE AGREEMENT FOR OLDER AMERICANS ACT/SENIOR COMMUNITY SERVICES FUNDS FUNDED BY AREA AGENCY ON AGING REGION 9, INC.

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the 2024-2026 Purchase of Service Agreement for Older Americans Act/Senior Community Services Funds funded by Area Agency on Aging Region 9, Inc., in the maximum amount of \$255,447.00, effective January 1, 2024 through December 31, 2026.

Note: SSOBC will work with AAA9 to implement a comprehensive and coordinated system of providing specific transportation, home delivered meals, congregate meals, personal care, homemaker, grocery shopping assistance and health education services for qualified individuals sixty years of age or older.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Mr. Dutton said SSOBC runs primarily on levy funds and it is a multi-million dollar operation. 0

OPEN PUBLIC FORUM-

Richard Hord, Martins Ferry, inquired about the most significant achievements for 2023. Mr. Dutton said there will be a lot of activity for 2024 such as what to do with the remaining ARPA funds. They want to expend them the best way possible. Mr. Dutton noted about ½ million dollars or more will be added from interest. Mr. Dutton said revenues from oil and gas is used for one time expenditures. They did contribute to the new building at the fairgrounds that will house OSU Extension and Soil and Water using oil and gas revenue. Mr. Dutton said the new building project that will house the Health Department, Records and Coroner will be the largest project to date for the county. He added final payments will be made on the debt for the Justice Office Complex. Mr. Dutton said the Board of Commissioners work well together and are working to make sure the county is in a good position for the future.

2024 Annual Appropriations Resolution-Present: Jacklynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

Mr. Dutton said they are talking about the General Fund, there are other funding sources throughout Belmont County for departments that are underneath the Commissioners such as the Water and Sewer District. Their funding source comes from the rate payers of the district. The General Funds do provide a good bit of the operations for Belmont County, a lot of what happens in the Commissioners’ Office, departments below the Commissioners and what happens with other elected officials. Mr. Dutton said when Ms. Henry came on board as Belmont County Auditor she had some suggestions in terms of how she wanted to see the county accounting for various things. He noted the Auditor is the chief financial advisor of the county. The cost for health insurance is a major part of the budget, it could cost \$3 to \$ 4 million for employees underneath the General Fund. Mr. Dutton said there is an increase of approximately \$1 million change from last year’s budget number. The Sheriff’s Office is the largest component of the General Fund. There is a reduction in the Sheriff’s Department number from last year due to the decrease in the jail population over the last two years. Mr. Dutton said the Board of Commissioners are conservative on how they run the budget and office. He said the General Fund is primarily funded with sales tax. The Commissioners thanked their staff for their hard work on the budget.

**2024
ANNUAL APPROPRIATION RESOLUTION
O.R.C. 5705.38**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 4th day of January 2024, at the office of the Commissioners with the following members present:

J. P. Dutton, President
Jerry Echemann, Vice- President
Josh Meyer

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the 2024 Annual Appropriation Resolution as follows:

Be it resolved by the Board of County Commissioners of Belmont County, Ohio, that to provide for the current expenses and other expenditures of said County, during the fiscal year ending December 31, 2024, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year, as follows, vis.:

That there be appropriated from the GENERAL FUND: \$36,489,370.19

BELMONT COUNTY
2024 APPROPRIATIONS

Fund A00 GENERAL FUND

Department 0010 AUDITOR

Department 0010 AUDITOR

E-0010-A001-B01.001	
SALARY-OFFICIALS	89,102.00
AUDITOR Dept Total	89,102.00
Department 0011 AUDITOR	
E-0011-A001-B02.002	
SALARIES-EMPLOYEES	453,500.00
E-0011-A001-B03.010	
SUPPLIES	13,000.00
E-0011-A001-B04.012	
EQUIPMENT	12,000.00
E-0011-A001-B05.012	
COMPUTER	250,000.00

January 4, 2024

E-0011-A001-B06.007		
UNEMPLOYMENT		0.00
E-0011-A001-B07.000		
TRAVEL		7,000.00
E-0011-A001-B08.000		
ADVERTISING AND PRINTING		7,000.00
E-0011-A001-B09.003		
P.E.R.S.		75,964.28
E-0011-A001-B10.004		
WORKERS' COMP		0.00
E-0011-A001-B11.000		
OTHER EXPENSES		70,000.00
AUDITOR Dept Total		888,464.28

Department 0012 AUDITOR PERSONAL PROPERTY

E-0012-A001-B12.002		
SALARIES-EMPLOYEES		40,815.00
E-0012-A001-B13.010		
SUPPLIES		0.00
E-0012-A001-B14.003		
P.E.R.S.		5,714.10
E-0012-A001-B15.004		
WORKERS' COMPENSATION		0.00
AUDITOR PERSONAL PROPERTY Dept Total		46,529.10

Department 0013 AUDITOR REAL PROPERTY

E-0013-A001-B16.002		
SALARIES-EMPLOYEES		99,300.00
E-0013-A001-B17.010		
SUPPLIES		0.00
E-0013-A001-B18.003		
P.E.R.S.		13,902.00
E-0013-A001-B19.004		
WORKERS' COMPENSATION		0.00
AUDITOR REAL PROPERTY Dept Total		113,202.00

Department 0020 CLERK OF COURTS

E-0020-A002-E01.001		
SALARY-OFFICIAL		69,329.00
CLERK OF COURTS Dept Total		69,329.00

Department 0021 CLERK OF COURTS

E-0021-A002-E02.002		
SALARIES-EMPLOYEES		342,850.00
E-0021-A002-E03.000		
SUPPLIES		23,000.00
E-0021-A002-E07.000		
TRAVEL		0.00
E-0021-A002-E08.000		
ADVERTISING AND PRINTING		0.00
E-0021-A002-E09.003		
P.E.R.S.		57,705.06
E-0021-A002-E10.004		
WORKERS'S COMPENSATION		0.00
E-0021-A002-E11.000		
OTHER EXPENSES		0.00

January 4, 2024

E-0021-A002-E12.012	
EQUIPMENT	0.00
E-0021-A002-E14.007	
UNEMPLOYMENT-CLK OF CRTS	0.00
E-0021-A002-E15.011	
CONTRACT SERVICES	0.00
CLERK OF COURTS Dept Total	423,555.06

Department 0030 COUNTY AND MUNICIPAL COURTS

E-0030-A002-G01.001	
SALARY-OFFICIALS	114,000.00
COUNTY AND MUNICIPAL COURTS Dept Total	114,000.00

Department 0040 COUNTY AND MUNICIPAL COURTS

E-0040-A002-G02.002	
SALARIES-EMPLOYEES	567,008.00
E-0040-A002-G08.003	
P.E.R.S.	95,341.12
E-0040-A002-G09.004	
WORKERS' COMPENSATION	0.00
E-0040-A002-G10.000	
PROCESSING FEES/CREDIT CARDS	0.00
E-0040-A002-G12.000	
BONDSMAN	0.00
E-0040-A002-G23.010	
SUPPLIES-WESTERN COURT	0.00
E-0040-A002-G25.000	
WITNESS FEES	0.00
E-0040-A002-G27.000	
OTHER EXPENSES	0.00
E-0040-A002-G28.012	
EQUIPMENT WESTERN CRT	0.00
E-0040-A002-G43.010	
SUPPLIES-NORTHERN	0.00
E-0040-A002-G46.000	
POSTAGE	0.00
E-0040-A002-G47.000	
OTHER EXPENSES	0.00
E-0040-A002-G48.012	
EQUIPMENT-NORTHERN CRT	0.00
E-0040-A002-G63.010	
SUPPLIES-EASTERN	0.00
E-0040-A002-G64.000	
JUROR FEERS-EASTERN COURT	0.00
E-0040-A002-G66.000	
POSTAGE	0.00
E-0040-A002-G67.000	
OTHER EXPENSES	0.00
COUNTY AND MUNICIPAL COURTS Dept Total	662,349.12

Department 0041 CO COURT PROBATION OFFICER

E-0041-A002-H01.002	
SALARY PROBATION OFFICER	150,000.00
E-0041-A002-H02.004	

January 4, 2024

WORKERS' COMPENSATION	0.00
E-0041-A002-H03.003	
P.E.R.S.	0.00
E-0041-A002-H04.005	
MEDICARE	0.00
E-0041-A002-H05.006	
HOSPITALIZATION EXPENSES	0.00
E-0041-A002-H06.000	
OTHER EXPENSES	0.00
CO COURT PROBATION OFFICER Dept Total	150,000.00

Department 0042 CO COURT APPT EMPLOYEES-JUDGES

E-0042-A002-J00.002	
SALARY	44,200.00
E-0042-A002-J01.007	
UNEMPLOYMENT	0.00
E-0042-A002-J02.003	
PERS	6,200.00
E-0042-A002-J03.000	
OTHER EXPENSES	0.00
CO COURT APPT EMPLOYEES-JUDGES Dept Total	50,400.00

Department 0048 RECORDS COMMISSION

E-0048-A002-K00.002	
SALARY	0.00
E-0048-A002-K01.003	
PERS	0.00
E-0048-A002-K02.010	
SUPPLIES	5,000.00
E-0048-A002-K03.012	
EQUIPMENT	5,000.00
E-0048-A002-K04.000	
DESTRUCTION COSTS	5,000.00
E-0048-A002-K05.000	
OTHER EXPENSES	45,000.00
RECORDS COMMISSION Dept Total	60,000.00

Department 0050 COMMISSIONERS

E-0050-A001-A01.001	
SALARIES-OFFICIALS-COMMISSIONERS	217,020.00
Expenses Total	217,020.00
COMMISSIONERS Dept Total	217,020.00

Department 0051 COMMISSIONERS

E-0051-A001-A02.002	
SALARIES-EMPLOYEES	456,580.80
E-0051-A001-A03.010	
SUPPLIES	4,000.00
E-0051-A001-A06.012	
MOTOR VEHICLES	0.00
E-0051-A001-A08.000	
TRAVEL AND EXPENSES	3,000.00
E-0051-A001-A09.000	
ADVERTISING AND PRINTING	12,000.00
E-0051-A001-A10.000	

January 4, 2024

PROFESSIONAL SERVICES	600,000.00
E-0051-A001-A13.000	
POSTAGE	200,000.00
E-0051-A001-A13.010	
SUPPLIES	0.00
E-0051-A001-A14.012	
EQUIPMENT	6,000.00
E-0051-A001-A15.012	
SHERIFF'S CRUISERS	150,000.00
E-0051-A001-A16.000	
INDIGENT BURIAL EXPENSES	0.00
E-0051-A001-A16.013	
ODNR GRANT EXPENSE DOG PARK	0.00
E-0051-A001-A17.000	
MEMORIAL DAY EXPENSES	5,500.00
E-0051-A001-A19.000	
COURTHOUSE SECURITY	0.00
E-0051-A001-A20.000	
NOTE PAYMENTS	0.00
E-0051-A001-A20.012	
EQUIPMENT	25,000.00
E-0051-A001-A24.000	
INFRASTRUCTURE/ORC .026	0.00
E-0051-A001-A25.003	
P.E.R.S.	94,304.11
E-0051-A001-A26.004	
WORKERS' COMP	0.00
E-0051-A001-A27.007	
UNEMPLOYMENT COMPENSATION	0.00
E-0051-A001-A28.000	
OTHER EXPENSES	300,000.00
E-0051-A001-A29.000	
BEL-O-MAR	12,120.57
E-0051-A001-A30.000	
N.O.V.A.A.	0.00
E-0051-A001-A31.000	
O.M.E.G.A.	8,271.00
E-0051-A001-A32.000	
SOIL CONSERVATION	85,000.00
E-0051-A001-A33.000	
DISTRICT DETENTION HOME	1,200,000.00
E-0051-A001-A34.000	
CCAO	9,766.00
E-0051-A001-A35.000	
COMPUTER	0.00
E-0051-A001-A36.000	
ANNEXATION PETITION FUND	0.00
E-0051-A001-A37.000	
OHIO VALLEY RYCL/LITTER PREVENTION	0.00
E-0051-A001-A38.000	
MEDIATION-CO SHARE	0.00
E-0051-A001-A39.000	

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PORT AUTHORITY-CO SHARE	65,000.00
E-0051-A001-A40.000	
BARNESVILLE AIRPORT AUTHORITY	25,000.00
E-0051-A001-A41.000	
PARK HEALTH CENTER SALE	0.00
E-0051-A001-A42.000	
CIC/DOD	0.00
E-0051-A001-A43.000	
HEALTH RIGHT	25,000.00
E-0051-A001-A44.000	
TID-TRANSPORTATION IMP DIST	0.00
E-0051-A001-A45.000	
HARMONY HOUSE	0.00
E-0051-A001-A50.000	
BUDGET STABILIZATION RESERVE FUND	1,075,420.31
E-0051-A001-A51.000	
OIL AND GAS -COMMRS	0.00
E-0051-A001-A52.000	
ADMIN EXP-LODGING EXCISE TAX	0.00
COMMISSIONERS Dept Total	4,361,962.79
Department 0052 NURSES-JAIL	
E-0052-A001-A90.002	
SALARIES-NURSES	500,000.00
E-0052-A001-A91.003	
PERS	70,000.00
E-0052-A001-A92.004	
WORKERS' COMP	0.00
E-0052-A001-A92.011	
CONTRACT SERVICES	0.00
E-0052-A001-A93.007	
UNEMPLOYMENT-NURSES	0.00
E-0052-A001-A94.010	
SUPPLIES	2,500.00
NURSES-JAIL Dept Total	572,500.00
Department 0054 DISASTER SERVICES	
E-0054-A006-F01.002	
SALARIES-EMPLOYEES	162,032.00
E-0054-A006-F03.000	
BELMONT COUNTY EMA/UTILITIES	49,000.00
E-0054-A006-F05.003	
P.E.R.S.	22,700.00
E-0054-A006-F06.004	
WORKERS' COMPENSATION	0.00
E-0054-A006-F07.000	
OTHER EXPENSES	25,000.00
E-0054-A006-F08.006	
HOSPITALIZATION	0.00
E-0054-A006-F09.000	
INTERNET EXPENSES	0.00
E-0054-A006-F10.000	
DOJ - SUSTAINMENT COST	0.00
E-0054-A006-F11.012	
EQUIPMENT	10,042.17

DISASTER SERVICES Dept Total 268,774.17

Department 0055 MAINTENANCE AND OPERATION

E-0055-A004-B01.002		
SALARIES-EMPLOYEES		810,000.00
E-0055-A004-B02.010		
SUPPLIES		0.00
E-0055-A004-B03.000		
MATERIALS		0.00
E-0055-A004-B04.012		
EQUIPMENT		0.00
E-0055-A004-B05.000		
CONTRACTS-REPAIR		0.00
E-0055-A004-B06.000		
JAIL-MAINTENANCE & OPERATION		0.00
E-0055-A004-B07.000		
BELMONT COUNTY JAIL/UTILITIES		0.00
E-0055-A004-B14.011		
CONTRACTS-SERVICES		0.00
E-0055-A004-B15.000		
RENTALS		0.00
E-0055-A004-B16.003		
P.E.R.S.		113,400.00
E-0055-A004-B17.004		
WORKERS' COMPENSATION		0.00
E-0055-A004-B18.000		
OTHER EXPENSES		300,000.00
E-0055-A004-B19.000		
COUNTY BUILDINGS		2,250,000.00
E-0055-A004-B20.000		
MF Satellite Bldg/Maint & Operation		0.00
E-0055-A004-B21.000		
MF Satellite Bldg/Utilities		0.00
E-0055-A004-B25.000		
W BEL CO SATELLITE BLD/MAINT&OPER		0.00
E-0055-A004-B26.000		
W BEL CO SATELLITE BLD/UTILITIES		0.00
E-0055-A004-B28.000		
MAKENZIE BUILDING MAINT&OPERATION		0.00
E-0055-A004-B30.000		
THOBURN CHURCH BUILDING		0.00
E-0055-A004-B31.000		
MEDITERRANEAN BUILDING		0.00
E-0055-A004-B32.000		
EASTERN COURT SATELLITE BLDG		0.00
E-0055-A004-B33.000		
Board of Elections Bldg (StC)		0.00
E-0055-A004-B34.000		
OLD SHERIFF'S RESIDENCE		0.00
MAINTENANCE AND OPERATION Dept Total		3,473,400.00

Department 0056 9-1-1

SALARIES-EMPLOYEES		1,124,442.20
E-0056-A006-E02.010		

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SUPPLIES	7,800.00
E-0056-A006-E04.011	
CONTRACT SERVICES	100,000.00
E-0056-A006-E05.000	
CONTRACT REPAIRS	181,000.00
E-0056-A006-E06.000	
TRAVEL	0.00
E-0056-A006-E07.000	
OTHER EXPENSES	0.00
E-0056-A006-E08.003	
P.E.R.S.	157,421.91
E-0056-A006-E09.004	
WORKERS' COMPENSATION	0.00
E-0056-A006-E10.005	
MEDICARE	0.00
E-0056-A006-E11.006	
HOSPITALIZATION EXPENSES	0.00
E-0056-A006-E12.007	
UNEMPLOYMENT	0.00
E-0056-A006-E13.012	
EQUIPMENT	0.00
E-0056-A006-E14.000	
800 MHZ RADIO SYSTEM	0.00
9-1-1 Dept Total	1,570,664.11

Department 0057 ANIMAL SHELTER

E-0057-A006-F01.002	
SALARIES-EMPLOYEES	137,000.00
E-0057-A006-F02.010	
SUPPLIES	3,500.00
E-0057-A006-F03.012	
EQUIPMENT	3,500.00
E-0057-A006-F04.007	
UNEMPLOYMENT	0.00
E-0057-A006-F05.003	
PERS	19,180.00
E-0057-A006-F06.011	
VETERINARY SERVICES	25,000.00
E-0057-A006-F07.000	
EXPENDITURE OF DONATED FUNDS	0.00
E-0057-A006-F08.000	
OTHER EXPENSES	20,000.00
E-0057-A006-F09.011	
CONTRACT SERVICES	0.00
ANIMAL SHELTER Dept Total	208,180.00

Department 0058 LEPC - CONTRACT

E-0058-A006-F01.002	
SALARY	10,815.00
E-0058-A006-F02.003	
PERS	1,514.00
LEPC - CONTRACT Dept Total	12,329.00

Department 0060 COMMON PLEAS COURT

E-0060-A002-B01.001	
SALARY-OFFICIAL	25,344.00

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COMMON PLEAS COURT Dept Total 25,344.00

Department 0061 COMMON PLEAS COURT

E-0061-A002-B02.002	
SALARIES-EMPLOYEES	389,975.00
E-0061-A002-B03.010	
SUPPLIES	12,000.00
E-0061-A002-B04.012	
EQUIPMENT	15,500.00
E-0061-A002-B05.000	
INTENSE PROBATION-CLK OF CRTS	0.00
E-0061-A002-B07.000	
JURORS' FEES	26,000.00
E-0061-A002-B08.000	
WITNESS FEES	5,500.00
E-0061-A002-B10.000	
TRAVEL	4,500.00
E-0061-A002-B11.000	
FOREIGN JUDGES & SUB COURT RPTR	3,500.00
E-0061-A002-B12.000	
OTHER EXPENSES	15,500.00
E-0061-A002-B14.003	
P.E.R.S.	58,144.66
E-0061-A002-B15.004	
WORKERS' COMP	0.00
E-0061-A002-B16.007	
UNEMPLOYMENT	0.00
COMMON PLEAS COURT Dept Total	530,619.66

Department 0063 MAGISTRATE

E-0063-A002-B25.002	
SALARIES-EMPLOYEES	142,900.00
E-0063-A002-B26.010	
SUPPLIES	1,000.00
E-0063-A002-B27.012	
EQUIPMENT	1,000.00
E-0063-A002-B28.003	
P.E.R.S.	20,006.00
E-0063-A002-B29.004	
WORKERS' COMPENSATION	0.00
E-0063-A002-B30.000	
OTHER EXPENSES	5,500.00
MAGISTRATE Dept Total	170,406.00

Department 0064 DRUG COURT WORKS PROGRAM

E-0064-A002-A06.000	
TRANSCRIPTS	30,000.00
E-0064-A002-A07.004	
WORKERS' COMPENSATION	0.00
E-0064-A002-A09.000	
APPELLATE COURT DISTRICT	88,000.00
E-0064-A002-B50.002	
SALARY	0.00
E-0064-A002-B51.003	
PERS	0.00
E-0064-A002-B52.004	

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WORKERS' COMP	0.00
E-0064-A002-B53.006	
HOSP	0.00
E-0064-A002-B54.000	
OTHER EXPENSES	0.00
E-0064-A002-B55.000	
CELL PHONE	0.00
DRUG COURT WORKS PROGRAM Dept Total	118,000.00

Department 0065 JURY COMMISSION

E-0065-A002-B13.002	
SALARIES-EMPLOYEES	1,000.00
E-0065-A002-B19.004	
WORKERS' COMPENSATION	0.00
JURY COMMISSION Dept Total	1,000.00

Department 0069 GIS PROJECT

E-0069-A011-A11.000	
GIS PROJECT	40,000.00
GIS PROJECT Dept Total	40,000.00

Department 0070 HIGHWAY

E-0070-A012-A02.002	
SALARIES-EMPLOYEES	337,003.61
E-0070-A012-A04.012	
EQUIPMENT	8,000.00
E-0070-A012-A07.006	
HOSPITALIZATION EXPENSES	0.00
E-0070-A012-A08.003	
P.E.R.S.	63,628.27
E-0070-A012-A09.004	
WORKERS' COMPENSATION	0.00
E-0070-A012-A10.000	
OTHER EXPENSES	50,000.00
HIGHWAY Dept Total	458,631.88

Department 0080 PROBATE COURT

E-0080-A002-D01.001	
SALARY-OFFICIAL	11,969.46
PROBATE COURT Dept Total	11,969.46

Department 0081 PROBATE COURT

E-0081-A002-D02.002	
SALARIES-EMPLOYEES	158,416.44
E-0081-A002-D03.010	
SUPPLIES	0.00
E-0081-A002-D09.000	
TRAVEL	0.00
E-0081-A002-D10.003	
P.E.R.S.	23,854.02
E-0081-A002-D11.004	
WORKERS' COMP	4,752.49
E-0081-A002-D12.000	
OTHER EXPENSES	0.00
E-0081-A002-D13.000	
GUARDIANSHIP PROBATE INVESTIGATOR	0.00
PROBATE COURT Dept Total	187,022.95

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Department 0082 JUVENILE COURT

E-0082-A002-C20.010		
SUPPLIES	4,000.00	
E-0082-A002-C21.012		
EQUIPMENT	0.00	
E-0082-A002-C22.000		
CONTRACT REPAIRS	0.00	
E-0082-A002-C23.000		
JURORS' FEES	0.00	
E-0082-A002-C24.000		
WITNESS FEES	0.00	
E-0082-A002-C26.000		
CHILD SUPPORT	0.00	
E-0082-A002-C28.000		
ADVERTISING AND PRINTING	0.00	
E-0082-A002-C31.002		
SALARIES-EMPLOYEES	643,772.48	
E-0082-A002-C32.010		
SUPPLIES	12,000.00	
E-0082-A002-C35.000		
TRAVEL	0.00	
E-0082-A002-C36.003		
P.E.R.S.	90,128.15	
E-0082-A002-C37.004		
WORKERS' COMPENSATION	19,313.17	
E-0082-A002-C38.000		
OTHER EXPENSES	7,000.00	
JUVENILE COURT Dept Total	776,213.80	

Department 0100 PROSECUTING ATTORNEY

E-0100-A001-E01.001		
SALARY-OFFICIAL	153,382.00	
PROSECUTING ATTORNEY Dept Total	153,382.00	

Department 0111 PROSECUTING ATTORNEY

E-0111-A001-E02.002		
SALARIES-EMPLOYEES	715,918.34	
E-0111-A001-E04.010		
SUPPLIES	7,000.00	
E-0111-A001-E05.000		
TRAVEL	0.00	
E-0111-A001-E06.011		
CONTRACT SERVICES	0.00	
E-0111-A001-E08.000		
ALLOWANCES (FOJ)	41,461.50	
E-0111-A001-E09.003		
P.E.R.S.	121,702.04	
E-0111-A001-E10.004		
WORKERS COMPENSATION	0.00	
E-0111-A001-E11.000		
OTHER EXPENSES	35,229.50	
E-0111-A001-E12.012		
EQUIPMENT	0.00	
E-0111-A001-E13.012		
MATRIX	27,000.00	

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E-0111-A001-E14.007
UNEMPLOYMENT-PROS. ATTY 0.00

PROSECUTING ATTORNEY Dept Total 948,311.38

Department 0120 RECORDER

E-0120-A006-B01.001
SALARY-OFFICIAL 65,408.00

RECORDER Dept Total 65,408.00

Department 0121 RECORDER

E-0121-A006-B02.002
SALARIES-EMPLOYEES 286,400.00

E-0121-A006-B03.010
SUPPLIES 5,000.00

E-0121-A006-B06.011
CONTRACTS-SERVICES 0.00

E-0121-A006-B07.000
DOCUMENTS 0.00

E-0121-A006-B08.000
TRAVEL 1,500.00

E-0121-A006-B09.003
P.E.R.S. 49,253.12

E-0121-A006-B10.004
WORKERS COMPENSATION 0.00

E-0121-A006-B11.000
OTHER EXPENSES 0.00

RECORDER Dept Total 342,153.12

Department 0130 SHERIFF

SALARY-OFFICIAL 91,964.00

SHERIFF Dept Total 91,964.00

Department 0131 SHERIFF

E-0131-A006-A02.002
SALARIES-ADMINISTRATION 412,505.60

E-0131-A006-A03.002
SALARIES-JAIL 2,414,514.40

E-0131-A006-A03.010
SUPPLIES 25,000.00

E-0131-A006-A04.002
SALARIES-ROAD DEPUTIES 2,250,125.56

E-0131-A006-A05.002
MAINTENANCE SALARY-SHERIFF 114,628.80

E-0131-A006-A06.011
CONTRACTS - SERVICES 27,000.00

E-0131-A006-A07.000
TRAINING SCHOOL 35,000.00

E-0131-A006-A08.000
FOOD 460,000.00

E-0131-A006-A09.000
MEDICAL EXPENSES 235,000.00

E-0131-A006-A10.000
TRANSPORT OF PRISONERS 40,000.00

E-0131-A006-A11.000
ALLOWANCES (FOJ) 45,982.00

E-0131-A006-A12.000

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TRAVEL	195,000.00
E-0131-A006-A13.003	
P.E.R.S./S.P.R.S.	923,932.56
E-0131-A006-A14.004	
WORKERS' COMPENSATION	0.00
E-0131-A006-A15.007	
UNEMPLOYMENT COMPENSATION	0.00
E-0131-A006-A16.000	
OTHER EXPENSES	80,000.00
E-0131-A006-A17.012	
CRUISERS	135,000.00
E-0131-A006-A18.000	
RADIOS	41,000.00
E-0131-A006-A19.000	
CLOTHING	115,000.00
E-0131-A006-A20.000	
OTHER EXP-FALSE ALARM FEES	0.00
E-0131-A006-A21.000	
SHERIFF'S -TOWING AND STORAGE	0.00
E-0131-A006-A23.000	
SHERIFF'S-BACKGROUND CHECKS	0.00
E-0131-A006-A24.000	
E-SCORN EXPENSE FUND	0.00
E-0131-A006-A25.000	
CONTRACT-HOUSING OF PRISONERS	460,000.00
E-0131-A006-A26.000	
SHERIFF'S K-9 ACCOUNT	0.00
E-0131-A006-A27.000	
SHERIFF'S DIVE TEAM ACCOUNT	0.00
E-0131-A006-A28.000	
SHERIFF'S SHOP W/A COP ACCOUNT	0.00
E-0131-A006-A29.000	
SHERIFF'S MOUNTED ACCOUNT	0.00
E-0131-A006-A30.000	
SHERIFF'S PROJECT LIFE SAVER	0.00
E-0131-A006-A31.000	
HOUSE ARREST-SHERIFF'S OFFICE	0.00
E-0131-A006-A32.000	
WARRANT FEE SHERIFF'S ACCOUNT	0.00
E-0131-A006-A33.012	
EQUIPMENT	10,000.00
E-0131-A006-A34.000	
LITTER CONTROL/SHERIFF	0.00
E-0131-A006-A35.000	
MAJOR CRIMES UNIT INDEMNITY	0.00
E-0131-A006-A36.000	
CRUISER PURCHASES-SHERIFF	400,000.00
E-0131-A006-A37.000	
SHERIFFS ODNR NATUREWORKS GRANT	0.00
E-0131-A006-A38.000	
SHERIFF'S CIVIL FEES	0.00
E-0131-A006-A39.000	

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BODY CAMERAS	0.00
SHERIFF Dept Total	8,419,688.92
Department 0140 TREASURER	
E-0140-A001-C01.001	
SALARY-OFFICIAL	69,329.29
TREASURER Dept Total	69,329.29
Department 0141 TREASURER	
E-0141-A001-C02.002	
SALARIES-EMPLOYEES	267,384.00
SUPPLIES	28,000.00
E-0141-A001-C04.012	
EQUIPMENT	8,400.00
E-0141-A001-C07.000	
TRAVEL	2,500.00
E-0141-A001-C08.000	
ADVERTISING AND PRINTING	0.00
E-0141-A001-C09.003	
P.E.R.S.	47,200.00
E-0141-A001-C10.004	
WORKER'S COMP	0.00
E-0141-A001-C11.000	
OTHER EXPENSES	6,500.00
E-0141-A001-C12.000	
BANKING FEES	0.00
E-0141-A001-C13.007	
UNEMPLOYMENT - TREAS. OFFICE	0.00
TREASURER Dept Total	359,984.00
Department 0150 CORONER	
E-0150-A002-F01.001	
SALARY-OFFICIAL	53,632.00
CORONER Dept Total	53,632.00
Department 0151 CORONER	
E-0151-A002-F02.002	
SALARY - EMPLOYEES	72,300.00
P.E.R.S.	17,630.48
E-0151-A002-F08.004	
WORKERS' COMPENSATION	0.00
E-0151-A002-F09.000	
OTHER EXPENSES	213,541.52
CORONER Dept Total	303,472.00
Department 0160 VETERANS SERVICES	
E-0160-A009-D02.002	
SALARIES-EMPLOYEES	420,000.00
GRAVE MARKERS	15,000.00
E-0160-A009-D06.000	
MEMORIAL DAY EXPENSES	0.00
E-0160-A009-D07.003	
P.E.R.S.	60,000.00
E-0160-A009-D08.004	
WORKER'S COMPENSATION	0.00
E-0160-A009-D09.000	
OUTREACH	100,000.00
E-0160-A009-D10.007	

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UNEMPLOYMENT	15,000.00
E-0160-A009-D11.000	
EXPENSE OF DONATED MONEY	0.00
E-0160-A009-D12.000	
UTILITIES	30,000.00
E-0160-A009-D13.000	
SUPPLIES	30,000.00
E-0160-A009-D14.000	
VETERAN'S BLDG MAINT.	200,000.00
E-0160-A009-D15.000	
COST ALLOCATION	0.00
VETERANS SERVICES Dept Total	870,000.00

Department 0161 VETERANS SERVICES

E-0161-A009-C01.001	
SALARY OFFICIALS	48,000.00
RELIEF ALLOWANCES	110,017.10
E-0161-A009-C07.000	
TRAVEL	50,000.00
E-0161-A009-C08.000	
OTHER EXPENSES	60,000.00
E-0161-A009-C09.004	
WORKER'S COMPENSATION	0.00
VETERANS SERVICES Dept Total	268,017.10

Department 0170 COUNTY PUBLIC DEFENDER

E-0170-A006-G02.002	
SALARIES-EMPLOYEES	548,250.00
SUPPLIES	2,500.00
E-0170-A006-G04.012	
EQUIPMENT	2,000.00
E-0170-A006-G05.011	
CONTRACT-SERVICES	13,000.00
E-0170-A006-G06.000	
RENTAL-FACILITIES	0.00
E-0170-A006-G07.000	
CONTRACT REPAIRS	0.00
E-0170-A006-G08.000	
TRAVEL EXPENSES	3,000.00
E-0170-A006-G09.003	
P.E.R.S.	76,755.00
E-0170-A006-G10.000	
FRINGEBENEFITS-PUBLIC DEFENDER	144,330.00
E-0170-A006-G10.004	
WORKERS' COMPENSATION	0.00
E-0170-A006-G11.000	
OTHER EXPENSES	3,000.00
E-0170-A006-G12.000	
INDIGENT CLIENTS-PYMNT TO STATE	0.00
COUNTY PUBLIC DEFENDER Dept Total	792,835.00

Department 0180 BD OF ELECTIONS

E-0180-A003-A01.001	
SALARY-BD MEMBERS	30,500.00
BD OF ELECTIONS Dept Total	30,500.00

Department 0181 BD OF ELECTIONS

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E-0181-A003-A02.000		
POLL WORKERS-SALARIES		240,000.00
E-0181-A003-A02.002		
SALARIES-EMPLOYEES		370,000.00
E-0181-A003-A03.010		
SUPPLIES		15,000.00
E-0181-A003-A06.011		
CONTRACTS - SERVICES		425,000.00
E-0181-A003-A08.000		
ADVERTISING AND PRINTING		5,000.00
E-0181-A003-A09.003		
P.E.R.S.		89,670.00
E-0181-A003-A10.004		
WORKERS' COMPENSATION		0.00
E-0181-A003-A11.000		
OTHER EXPENSES		215,000.00
E-0181-A003-A12.007		
UNEMPLOYMENT		0.00
BD OF ELECTIONS Dept Total		1,359,670.00
Department 0210 BUDGET COMMISSION		
E-0210-A001-F01.002		
SALARIES-EMPLOYEES		3,000.00
P.E.R.S.		500.00
E-0210-A001-F02.004		
WORKERS' COMPENSATION		0.00
BUDGET COMMISSION Dept Total		3,500.00
Department 0213 COMMISSIONERS		
E-0213-A001-H01.000		
EXAMINATIONS-COUNTY OFFICERS		250,000.00
COMMISSIONERS Dept Total		250,000.00
Department 0250 AMBULANCE SERVICES		
E-0250-A006-H05.000		
CONTRACT SERV-AMBULANCE SERVICE		136,700.00
AMBULANCE SERVICES Dept Total		136,700.00
Department 0251 AGRICULTURE		
E-0251-A007-A01.000		
GRANT		265,980.00
AGRICULTURE SOCIETY		2,800.00
E-0251-A007-A03.000		
FAIRBOARD		27,200.00
E-0251-A007-A04.000		
APIARY INSPECTION		2,500.00
E-0251-A007-A06.004		
WORKER'S COMPENSATION		0.00
AGRICULTURE Dept Total		298,480.00
Department 0252 VITAL STATISTICS		
E-0252-A008-C01.000		
FEES-REGISTRATION		750.00
VITAL STATISTICS Dept Total		750.00
Department 0253 OTHER HEALTH		
E-0253-A008-D03.000		
CRIPPLED CHILDREN AID		223,125.00
OTHER HEALTH Dept Total		223,125.00

Department 0254 PUBLIC ASSISTANCE

E-0254-A009-E01.000		
GRANTS-MANDATED SHARE		225,000.00
PUBLIC ASSISTANCE Dept Total		225,000.00

Department 0256 INSURANCES

E-0256-A014-A01.000		
CORSA COSTS		500,000.00
E-0256-A014-A05.000		
OFFICIAL BONDS		0.00
E-0256-A014-A06.006		
GROUP AND LIABILITY		4,000,000.00
E-0256-A014-A07.005		
EMPLOYER'S SHARE MEDICARE TAX		215,000.00
E-0256-A014-A08.006		
WAIVED HOSPITALIZATION		40,000.00
E-0256-A014-A09.006		
EMPLOYEE LIFE INSURANCE		9,000.00
E-0256-A014-A11.006		
EYE CARE INSURANCE		40,000.00
E-0256-A014-A12.006		
DENTAL INURANCE		150,000.00
E-0256-A014-A13.006		
RX-PRESCRIPTION PLAN		0.00
E-0256-A014-A14.004		
WORKERS' COMP-GENERAL FUND		150,000.00
INSURANCES Dept Total		5,104,000.00

Department 0257 MISCELLANEOUS

E-0257-A015-A13.000		
OTHER EXPENSES		3,500.00
E-0257-A015-A14.000		
ATTORNEY FEES		400,000.00
E-0257-A015-A15.074		
TRANSFERS-OUT		0.00
E-0257-A015-A16.075		
ADVANCES-OUT		0.00
E-0257-A017-A00.000		
CONTINGENCIES		0.00
MISCELLANEOUS Dept Total		403,500.00

Department 0300 CHEST CLINIC

E-0300-A008-B01.002		
SALARIES		32,355.96
E-0300-A008-B02.010		
SUPPLIES		0.00
E-0300-A008-B05.011		
CONTRACT SERVICES		0.00
E-0300-A008-B09.000		
TRAVEL		0.00
E-0300-A008-B10.003		
P.E.R.S.		4,550.00
E-0300-A008-B11.004		
WORKERS' COMPENSATION		0.00
E-0300-A008-B12.000		
OTHER EXPENSES		8,094.04

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CHEST CLINIC Dept Total	45,000.00
Expenses Fund Total	36,489,370.19

Fund B00 DOG & KENNEL FUND

Department 1600 DOG AND KENNEL

E-1600-B000-B02.002	
SALARIES-EMPLOYEES	100,000.00
E-1600-B000-B03.010	
SUPPLIES	5,000.00
E-1600-B000-B04.012	
EQUIPMENT	0.00
E-1600-B000-B06.000	
CLAIMS AND WITNESS FEES	0.00
E-1600-B000-B07.000	
VETERINARY SERVICES	30,000.00
E-1600-B000-B08.003	
P.E.R.S.	14,000.00
E-1600-B000-B09.004	
WORKERS' COMPENSATION	0.00
E-1600-B000-B10.005	
MEDICARE	3,700.00
E-1600-B000-B11.000	
OTHER EXPENSES	17,332.69
E-1600-B000-B13.006	
HOSPITALIZATION EXPENSES	89,000.00
E-1600-B000-B15.075	
ADVANCES-OUT	0.00
E-1600-B000-B16.000	
EXPENDITURE OF ESTATE DONATION	0.00
E-1600-B000-B17.011	
CONTRACT SERVICES	0.00
E-1600-B000-B18.007	
UNEMPLOYMENT	0.00
DOG AND KENNEL Dept Total	259,032.69

Department 1611 DOG AND KENNEL

E-1611-B000-B01.002	
AUDITOR'S CLERK HIRE & SUPPLY	12,000.00
DOG AND KENNEL Dept Total	12,000.00
Expenses Fund Total	271,032.69

Fund B14 JUV IND DRIVER ALCOHOL TRTMNT

Department 1650 JUV IND DRIVER

E-1650-B014-B01.000	
OTHER EXPENSES	2,300.79
E-1650-B014-B04.000	
ALCOHOL MONITORING DEVICES	0.00
JUV IND DRIVER Dept Total	2,300.79
Expenses Fund Total	2,300.79

Fund B15 INDIGENT DRIVERS ALCOHOL FUND

Department 1651 INDIGENT DRIVERS ALCOHOL

E-1651-B015-B03.011	
CONTRACT-SERVICES	278,730.75

INDIGENT DRIVERS ALCOHOL Dept Total	278,730.75
Expenses Fund Total	278,730.75

Fund B16 ENFORCEMENT EDUCATION FUND

Department 1652 ENFORCEMENT EDUCATION

E-1652-B016-B02.000	
EDUCATION EXPENSES	3,680.98
ENFORCEMENT EDUCATION Dept Total	3,680.98
Expenses Fund Total	3,680.98

Fund C50 INDIGENT GUARDIANSHIP FUND

Department 1653 INDIGENT GUARDIANSHIP

E-1653-C050-C02.000	
OTHER EXPENSES	47,857.04
INDIGENT GUARDIANSHIP Dept Total	47,857.04
Expenses Fund Total	47,857.04

Fund C55 MEDIATION FUND/PROBATE COURT

Department 1654 MEDIATION/PROBATE COURT

E-1654-C055-C02.000	
OTHER EXPENSES	20,571.18
MEDIATION/PROBATE COURT Dept Total	20,571.18
Expenses Fund Total	20,571.18

Fund E10 911 FUND

Department 2200 9-1-1

E-2200-E010-E04.000	
TRAVEL	0.00
E-2200-E010-E05.012	
EQUIPMENT	0.00
E-2200-E010-E06.000	
800 MHZ RADIO SYSTEM	0.00
E-2200-E010-E07.000	
OTHER EXPENSES	23,554.51
E-2200-E010-E08.000	
SERVICES FOR RECONFIGURATION	0.00
E-2200-E010-E12.000	
MAPPING	0.00
E-2200-E010-E13.000	
2012 PORTABLE RADIO REPLACEMNT	0.00
E-2200-E010-E15.074	
TRANSFERS OUT	0.00
9-1-1 Dept Total	23,554.51
Expenses Fund Total	23,554.51

Fund E11 9-1-1 WIRELESS

Department 2301 9-1-1 WIRELESS

E-2301-E011-E01.011	
CONTRACT SERVICES	252,815.69
E-2301-E011-E02.012	
EQUIPMENT	100,000.00
E-2301-E011-E03.000	
TRAINING	10,000.00
E-2301-E011-E05.074	

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TRANSFERS OUT	0.00
9-1-1 WIRELESS Dept Total	362,815.69
Expenses Fund Total	362,815.69

Fund G50 LODGING EXCISE TAX

Department 1910 LODGING EXCISE TAX

E-1910-G050-G01.000	
CONVENTION AND VISITORS BUREAU	524,095.32
E-1910-G050-G02.000	
OTHER EXPENSES	0.00
E-1910-G050-G03.002	
SALARIES	0.00
E-1910-G050-G10.000	
COLERAIN TOWNSHIP DIST.	0.00
E-1910-G050-G11.000	
MEAD TOWNSHIP DISBURSEMENT	0.00
E-1910-G050-G12.000	
VILLAGAE OF BARNESVILLE DISB	0.00
LODGING EXCISE TAX Dept Total	524,095.32
Expenses Fund Total	524,095.32

Fund H00 PUBLIC ASSISTANCE

Department 2510 PUBLIC ASSISTANCE

E-2510-H000-H01.002	
SALARIES	5,450,000.00
E-2510-H000-H02.010	
SUPPLIES	165,000.00
E-2510-H000-H03.012	
EQUIPMENT	175,000.00
E-2510-H000-H04.000	
CONTRACT-REPAIR	176,000.00
E-2510-H000-H05.000	
PUBLIC ASSISTANCE	1,425,712.09
E-2510-H000-H07.000	
PURCHASE OF SERVICES	1,625,712.09
E-2510-H000-H08.004	
GR WORKER'S COMPENSATION	2,500.00
E-2510-H000-H09.000	
FACILITIES	250,000.00
E-2510-H000-H11.000	
TRAVEL AND EXPENSES	70,000.00
E-2510-H000-H12.003	
P.E.R.S.	763,000.00
E-2510-H000-H13.004	
WORKERS' COMPENSATION	55,000.00
E-2510-H000-H14.007	
UNEMPLOYMENT COMPENSATION	0.00
E-2510-H000-H15.005	
MEDICARE	79,025.00
E-2510-H000-H16.006	
HOSPITALIZATION INSURANCE	1,750,000.00
E-2510-H000-H17.000	
OTHER EXPENSES	1,451,424.18

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E-2510-H000-H18.000	
WIA-YOUTH	0.00
E-2510-H000-H19.075	
ADVANCES-OUT	0.00
E-2510-H000-H20.074	
TRANSFERS OUT	0.00
E-2510-H000-H25.000	
CCMEP TANF REG-CDJFS LEAD	400,000.00
E-2510-H000-H26.000	
CCMEP TANF ADMIN-CDJFS LEAD	37,000.00
PUBLIC ASSISTANCE Dept Total	13,875,373.36
Expenses Fund Total	13,875,373.36

Fund H05 WORKFORCE DEVELOPMENT FUND

Department 2600 WORKFORCE DEVELOPMENT GRANT

E-2600-H005-H01.000	
IN-SCHOOL-YOUTH	162,122.83
E-2600-H005-H02.000	
OUT-OF-SCHOOL-YOUTH	125,000.00
E-2600-H005-H03.000	
ADULT	428,229.00
E-2600-H005-H04.000	
DISLOCATED WORKER	426,724.00
E-2600-H005-H05.000	
ADMINISTRATION	0.00
E-2600-H005-H06.000	
RAPID RESPONSE	0.00
E-2600-H005-H07.000	
SPECIAL ONE STOP ADMIN GRANT	0.00
E-2600-H005-H08.000	
WIA TRANSFER TO PA	0.00
E-2600-H005-H09.000	
OTHER EXPENSES	69,744.00
E-2600-H005-H10.000	
SEVERSTAL DUAL ENROLLMNT FNDS	0.00
E-2600-H005-H11.000	
WIA - FLOOD EXPENSES	0.00
E-2600-H005-H12.000	
WINDSTORM NEG OH-26	0.00
E-2600-H005-H13.000	
2013 DISLCTD WRKR OH-NEG 27	0.00
E-2600-H005-H14.000	
OH WORKS INCENTIVE PROG. (OWIP)	0.00
E-2600-H005-H15.000	
EOMJ PILOT PARTICIPATION	0.00
E-2600-H005-H16.000	
DOL COAL GRANT	0.00
WORKFORCE DEVELOPMENT GRANT Dept Total	1,211,819.83
Expenses Fund Total	1,211,819.83

Fund H08 WIA AREA 16 FUND

Department 2610 WIA AREA 16

E-2610-H008-H01.000

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BELMONT CO DJFS-WIA	1,210,420.00
E-2610-H008-H02.000	
CARROLL CO DJFS-WIA	530,588.00
E-2610-H008-H03.000	
HARRISON CO DJFS-WIA	336,195.00
E-2610-H008-H04.000	
JEFFESON CO DJFS-WIA	1,605,976.00
E-2610-H008-H05.000	
BELMONT CO DJFS-FLOOD GRANT	0.00
E-2610-H008-H06.000	
JEFFERSON CO CAC-FLOOD GRANT	0.00
E-2610-H008-H07.000	
WINDSTORM NEG-26/BELMONT CO	0.00
E-2610-H008-H08.000	
WINDSTORM NEG-26/HARRISON CO	0.00
E-2610-H008-H09.000	
BRN FUNDS	191,086.00
E-2610-H008-H10.000	
BELMONT CO OH-NEG 27	0.00
E-2610-H008-H11.000	
CARROLL CO OH-NEG 27	0.00
E-2610-H008-H12.000	
HARRISON CO OH-NEG 27	0.00
E-2610-H008-H13.000	
JEFFERSON CO - OH NEG 27	0.00
E-2610-H008-H14.000	
BELMONT CO - OWIP	0.00
E-2610-H008-H15.000	
CARROLL CO - OWIP	0.00
E-2610-H008-H16.000	
HARRISON CO - OWIP	0.00
E-2610-H008-H17.000	
JEFFERSON CO - OWIP	0.00
E-2610-H008-H18.000	
BELMONT CO-DOL COAL GRANT	0.00
E-2610-H008-H19.000	
JEFFERSON CO - DOL COAL GRANT	0.00
E-2610-H008-H20.000	
WIOA AREA 16 EXP/ADM	370,393.00
E-2610-H008-H21.000	
HARRISON CO - FLOOD GRANT	0.00
WIA AREA 16 Dept Total	4,244,658.00
Expenses Fund Total	4,244,658.00

Fund H10 CHILD SUPPORT ENF ADM. FUND

Department 2760 CHILD SUPPORT ENFORCEMENT ADM

E-2760-H010-H01.002	
SALARIES	1,000,000.00
E-2760-H010-H02.000	
TRAVEL	15,000.00
E-2760-H010-H04.012	
EQUIPMENT	1,500.00
E-2760-H010-H05.010	

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SUPPLIES	500.00
E-2760-H010-H07.003	
P.E.R.S.	140,000.00
E-2760-H010-H08.004	
WORKERS' COMPENSATION	12,000.00
E-2760-H010-H09.007	
UNEMPLOYMENT COMPENSATION	0.00
E-2760-H010-H11.005	
MEDICARE	14,500.00
E-2760-H010-H12.006	
HOSPITALIZATION INSURANCE	350,000.00
E-2760-H010-H13.011	
CONTRACT SERVICES	400,000.00
E-2760-H010-H14.000	
CONTRACT REPAIRS	0.00
E-2760-H010-H15.000	
OTHER EXPENSES	1,358,801.80
E-2760-H010-H16.074	
TRANSFERS-OUT	0.00
E-2760-H010-H17.075	
ADVANCES-OUT	0.00
CHILD SUPPORT ENFORCEMENT ADM Dept Total	3,292,301.80
Expenses Fund Total	3,292,301.80

Fund H11 FAMILY&CHILD 1ST COUNCIL-BCJFS

Department 2770 FAMILY & CHILDREN 1ST COUNCIL-

E-2770-H011-H01.000	
HELP ME GROW-EARLY INT HOME VISIT	0.00
E-2770-H011-H03.000	
FCFC ADMINISTRATIVE FUNDS	100,000.00
E-2770-H011-H04.000	
HELP ME GROW EARLY INT PART C	0.00
E-2770-H011-H05.000	
CHILDREN'S TRUST FUND	0.00
E-2770-H011-H06.000	
SYSTEM OF CARE	37,320.00
E-2770-H011-H08.000	
HEALTHIER BUCKEYE GRANT	0.00
E-2770-H011-H10.074	
TRANSFERS OUT	0.00
E-2770-H011-H12.000	
SFY20 MULTI-SYS YOUTH FUNDING	304,343.69
E-2770-H011-H14.000	
FLEXIBLE FUNDING POOL	0.00
FAMILY & CHILDREN 1ST COUNCIL- Dept Total	441,663.69
Expenses Fund Total	441,663.69

Fund J00 REAL ESTATE ASSESSMENT

Department 1310 REAL ESTATE ASSESSMENT

E-1310-J000-J01.002	
SALARIES	425,000.00

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E-1310-J000-J02.010		
SUPPLIES		75,000.00
E-1310-J000-J03.011		
CONTRACTS - SERVICES		1,400,000.00
E-1310-J000-J04.003		
P.E.R.S.		70,000.00
E-1310-J000-J05.004		
WORKERS' COMPENSATION		15,000.00
E-1310-J000-J06.000		
OTHER EXPENSES		200,000.00
E-1310-J000-J07.008		
HOSPITALIZATION/FRINGES		0.00
E-1310-J000-J08.005		
MEDICARE		10,000.00
E-1310-J000-J15.074		
ESTATE TAX SETTLEMENT		0.00
E-1310-J000-J16.007		
UNEMPLOYMENT		0.00
REAL ESTATE ASSESSMENT Dept Total		2,195,000.00
Expenses Fund Total		2,195,000.00

Fund K00 MOTOR VEHICLE AND GASOLINE TAX

Department 2810 M.V.G.T. - ENGINEERS

E-2810-K000-K01.001		
SALARY OFFICIAL		117,484.00
Expenses Total		117,484.00
M.V.G.T. - ENGINEERS Dept Total		117,484.00

Department 2811 M.V.G.T. - ENGINEERS

E-2811-K000-K02.002		
SALARIES		251,854.76
E-2811-K000-K03.010		
SUPPLIES		8,000.00
E-2811-K000-K04.012		
EQUIPMENT		20,000.00
E-2811-K000-K06.000		
TRAVEL		16,000.00
E-2811-K000-K07.000		
EXPENSES		4,000.00
E-2811-K000-K08.003		
P.E.R.S.		51,707.43
E-2811-K000-K09.004		
WORKER'S COMPENSATION		8,000.00
E-2811-K000-K10.000		
OTHER EXPENSES		10,000.00
E-2811-K000-K11.075		
ADVANCE OUT		0.00
E-2811-K100-K10.005		
MEDICARE		5,000.00
E-2811-K200-K10.006		
HOSPITALIZATION INSURANCE		55,000.00
M.V.G.T. - ENGINEERS Dept Total		429,562.19

Department 2812 M.V.G.T. - ROADS

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E-2812-K000-K11.002		
SALARIES LABORERS		1,500,000.00
E-2812-K000-K12.000		
MATERIALS		400,000.00
E-2812-K000-K13.012		
EQUIPMENT		100,000.00
E-2812-K000-K14.000		
CONTRACTS - REPAIR		25,000.00
E-2812-K000-K15.011		
CONTRACTS - SERVICES		100,000.00
E-2812-K000-K16.013		
CONTRACTS - PROJECTS		500,000.00
E-2812-K000-K19.005		
MEDICARE		20,000.00
E-2812-K000-K20.006		
HOSPITALIZATION INSURANCE		440,000.00
E-2812-K000-K21.003		
P.E.R.S.		210,000.00
E-2812-K000-K22.004		
WORKER'S COMPENSATION		30,000.00
E-2812-K000-K24.000		
OTHER EXPENSES		9,000.00
M.V.G.T. - ROADS Dept Total		3,334,000.00

Department 2813 M.V.G.T. - BRIDGES & CULVERTS

E-2813-K000-K25.002		
SALARIES LABORERS		500,000.00
E-2813-K000-K26.000		
MATERIALS		200,000.00
E-2813-K000-K27.012		
EQUIPMENT		100,000.00
E-2813-K000-K29.011		
CONTRACTS - SERVICES		80,000.00
E-2813-K000-K30.013		
CONTRACTS - PROJECTS		576,953.81
E-2813-K000-K34.003		
P.E.R.S.		70,000.00
E-2813-K000-K35.004		
WORKER'S COMPENSATION		9,000.00
E-2813-K000-K37.000		
OTHER EXPENSES		50,000.00
E-2813-K000-K38.005		
MEDICARE		8,000.00
E-2813-K000-K39.006		
HOSPITALIZATION INSURANCE		150,000.00
E-2813-K000-K40.074		
TRANSFERS-OUT		375,000.00
E-2813-K000-K42.007		
UNEMPLOYMENT		0.00
E-2813-K000-K43.000		
ISSUANCE COST		0.00
E-2813-K000-K44.050		
NOTE PRINCIPAL PAYMENT		0.00

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E-2813-K000-K45.051	
NOTE INTEREST PAYMENT	0.00
E-2813-K000-K50.000	
BWC GRANT EXPENSES	0.00
E-2813-K000-K51.000	
USDA EQUIPMENT PURCHASE	0.00
M.V.G.T. - BRIDGES & CULVERTS Dept Total	2,118,953.81

Expenses Fund Total 6,000,000.00

Fund L01 SOIL CONSERVATION

Department 1810 SOIL CONSERVATION

E-1810-L001-L01.002	
SALARIES	150,082.70
E-1810-L001-L02.010	
SUPPLIES	5,000.00
E-1810-L001-L03.012	
EQUIPMENT	12,800.00
E-1810-L001-L04.000	
CONTRACTS AND REPAIRS	0.00
E-1810-L001-L05.011	
CONTRACT SERVICES	9,000.00
E-1810-L001-L06.000	
RENTAL	8,500.00
E-1810-L001-L07.000	
SERVICE FEES	5,000.00
E-1810-L001-L08.000	
SCHOLARSHIP - EDUCATION	5,000.00
E-1810-L001-L09.000	
TRAVEL AND EXPENSES	5,000.00
E-1810-L001-L10.000	
ADVERTISING AND PRINTING	6,000.00
E-1810-L001-L11.003	
P.E.R.S.	25,000.00
E-1810-L001-L12.004	
WORKER'S COMPENSATION	5,000.00
E-1810-L001-L13.005	
MEDICARE	2,000.00
E-1810-L001-L14.000	
OTHER EXPENSES	15,000.00
E-1810-L001-L15.007	
UNEMPLOYMENT COMPENSATION	0.00
SOIL CONSERVATION Dept Total	253,382.70
Expenses Fund Total	253,382.70

Fund L05 WATERSHED COORDINATOR-SOIL

Department 1815 WATERSHED COORD. GRANT

E-1815-L005-L01.002	
SALARY	41,000.51
E-1815-L005-L02.010	
SUPPLIES	0.00
E-1815-L005-L03.012	
EQUIPMENT	0.00
E-1815-L005-L04.013	

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CONTRACTS AND REPAIRS	0.00
E-1815-L005-L05.011	
CONTRACT SERVICES	0.00
E-1815-L005-L06.000	
RENTAL	0.00
E-1815-L005-L07.000	
SERVICE	0.00
E-1815-L005-L08.000	
SCHOLARSHIP EDUCATION	0.00
E-1815-L005-L09.000	
TRAVEL EXPENSES	0.00
E-1815-L005-L10.000	
ADVERTISING AND PRINTING	0.00
E-1815-L005-L11.003	
PERS	2,000.00
E-1815-L005-L12.004	
WORKERS' COMP	2,000.00
E-1815-L005-L13.005	
MEDICARE	2,000.00
E-1815-L005-L14.000	
OTHER EXPENSES	0.00
E-1815-L005-L15.006	
HOSPITALIZATION	4,600.00
WATERSHED COORD. GRANT Dept Total	51,600.51
Expenses Fund Total	51,600.51

Fund M60 CARE AND CUSTODY-JUV COURT

Department 0400 CARE & CUSTODY - YSSP

E-0400-M060-M20.000	
STATUS OFFENDER SOLUTIONS-EXP	0.00
E-0400-M060-M24.000	
OTHER EXPENSES-YSSP	5,000.00
E-0400-M060-M25.002	
SALARIES C-CAP	71,914.12
E-0400-M060-M26.003	
P.E.R.S. C-CAP	20,000.00
E-0400-M060-M27.005	
MEDICARE C-CAP	2,000.00
E-0400-M060-M28.004	
WORKER'S COMPENSATION C-CAP	1,500.00
E-0400-M060-M29.008	
INSURANCES C-CAP	30,000.00
E-0400-M060-M30.000	
OTHER EXPENSES	0.00
E-0400-M060-M50.000	
GRANT-HOLDING ACCOUNT	0.00
E-0400-M060-M52.074	
TRANSFERS-OUT	0.00
E-0400-M060-M53.075	
ADVANCES OUT	0.00
E-0400-M060-M60.002	
SALARIES - TRUANCY	0.00
E-0400-M060-M61.003	

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P.E.R.S. - TRUANCY	0.00
E-0400-M060-M62.004	
WORKER'S COMPENSATION-TRUANCY	0.00
E-0400-M060-M63.005	
MEDICARE-TRUANCY	0.00
E-0400-M060-M64.008	
INSURANCES-TRUANCY	0.00
E-0400-M060-M71.002	
SALARIES SUBSTANCE ABUSE	0.00
E-0400-M060-M72.003	
P.E.R.S. SUBSTANCE ABUSE	0.00
E-0400-M060-M73.005	
MEDICARE SUBSTANCE ABUSE	0.00
E-0400-M060-M74.004	
WORKER'S COMP SUBSTANCE ABUSE	0.00
E-0400-M060-M75.008	
INSURANCES SUBSTANCE ABUSE	0.00
E-0400-M060-M80.002	
SALARIES-DIVERSION	0.00
E-0400-M060-M81.003	
PERS-DIVERSION	0.00
E-0400-M060-M82.005	
MEDICARE-DIVERSION	0.00
E-0400-M060-M83.004	
WORKERS' COMP - DIVERSION	0.00
E-0400-M060-M84.008	
INSURANCES-DIVERSION	0.00
CARE & CUSTODY - YSSP Dept Total	130,414.12
Expenses Fund Total	130,414.12

Fund M62 INTAKE COORDINATOR-JUV COURT

Department 0400 INTAKE COORDINATOR-JUV COURT

E-0400-M062-M01.000	
INTAKE COORDINATOR EXPENSES	1,000.00
E-0400-M062-M02.000	
OTHER EXPENSES	2,581.19
E-0400-M062-M03.002	
SALARIES/FRINGES	0.00
E-0400-M062-M05.074	
TRANSFERS OUT	0.00
INTAKE COORDINATOR-JUV COURT Dept Total	3,581.19
Expenses Fund Total	3,581.19

Fund M64 PLACEMENT SERVICES-JUVENILE CT

Department 0400 PLACEMENT SERVICES - TITLE IV-

E-0400-M064-M01.002	
SALARIES	213,347.57
E-0400-M064-M02.003	
P.E.R.S.	50,000.00
E-0400-M064-M03.004	
WORKER'S COMPENSATION	5,000.00
E-0400-M064-M04.005	

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MEDICARE	1,000.00
E-0400-M064-M05.000	
PLACEMENT COSTS	25,000.00
E-0400-M064-M13.074	
TRANSFERS-OUT	0.00
PLACEMENT SERVICES - TITLE IV- Dept Total	294,347.57
Expenses Fund Total	294,347.57

Fund M67 ALTERNATIVE SCHOOL-JUV COURT

Department 0400 ALTERNATIVE SCHOOL

E-0400-M067-M01.002	
SALARIES	125,000.00
E-0400-M067-M02.003	
P.E.R.S.	19,000.00
E-0400-M067-M03.004	
WORKER'S COMPENSATION	4,000.00
E-0400-M067-M04.005	
MEDICARE	1,500.00
E-0400-M067-M05.008	
INSURANCES	41,102.86
E-0400-M067-M06.012	
EQUIPMENT	0.00
E-0400-M067-M08.011	
CONTRACTS	0.00
E-0400-M067-M12.074	
TRANSFERS-OUT	0.00
E-0400-M067-M13.075	
ADVANCES OUT	0.00
ALTERNATIVE SCHOOL Dept Total	190,602.86
Expenses Fund Total	190,602.86

Fund M72 DRUG COURT DONATIONS

Department 0400

E-0400-M072-M04.000	
DRUG COURT EXPENSES	1,000.00
E-0400-M072-M05.000	
OTHER EXPENSES	3,983.28
E-0400-M072-M06.000	
CCAP EXPENSES	0.00
Dept Total	4,983.28
Expenses Fund Total	4,983.28

Fund M75 PLACEMENT II

Department 0400

E-0400-M075-M01.000	
OTHER EXPENSES	39,061.32
E-0400-M075-M03.002	
SALARY	80,000.00
E-0400-M075-M04.000	
FRINGES	25,000.00
E-0400-M075-M08.075	
ADVANCES OUT	0.00

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Dept Total	144,061.32
Expenses Fund Total	144,061.32

Fund M78 TITLE IV-E REIMB (RANDOM MNTS)

Department 0400 TITLE IV-E REIMB (RANDOM MOMEN

E-0400-M078-M01.002	
SALARIES	150,000.00
E-0400-M078-M02.008	
FRINGE BENEFITS	50,000.00
E-0400-M078-M03.000	
TRAVEL	25,000.00
E-0400-M078-M04.010	
SUPPLIES	10,000.00
E-0400-M078-M05.000	
OTHER EXPENSES	17,150.12
E-0400-M078-M07.074	
TRANSFERS OUT	0.00
E-0400-M078-M08.075	
ADVANCES-OUT	0.00
TITLE IV-E REIMB (RANDOM MOMEN Dept Total	252,150.12
Expenses Fund Total	252,150.12

Fund M85 BARTON FAMILY CEMETARY FUND

Department 0485 BARTON FAMILY CEMETERY

E-0485-M085-M01.000	
CEMETERY EXPENSES	1,462.42
BARTON FAMILY CEMETERY Dept Total	1,462.42
Expenses Fund Total	1,462.42

Fund N11 911 SYSTEM UP GRADE LEVY

Department 9011 911 SYSTEM UP GRADE LEVY

E-9011-N011-N01.000	
CONTRACT PROJECTS	5,114,799.26
911 SYSTEM UP GRADE LEVY Dept Total	5,114,799.26
Expenses Fund Total	5,114,799.26

Fund N12 9-1-1 BUILDING CONSTRUCTION

Department 9012 9-1-1 BUILDING CONSTRUCTION

E-9012-N012-N01.055	
CONTRACT PROJECTS	3,788.06
E-9012-N012-N06.074	
TRANSFERS-OUT	0.00
9-1-1 BUILDING CONSTRUCTION Dept Total	3,788.06
Expenses Fund Total	3,788.06

Fund N13 BEL CO 9-1-1 RADIO TOWER CONST

Department 9013 9-1-1 RADIO TOWER CONSTRUCTION

E-9013-N013-N01.055	
CONTRACT PROJECTS	6,752.41
E-9013-N013-N06.074	
TRANSFERS-OUT	0.00

9-1-1 RADIO TOWER CONSTRUCTION Dept Total 6,752.41

Expenses Fund Total 6,752.41

Fund N14 SSD CAPITAL IMPROVEMENTS

Department 9014 SSD CAPITAL IMPROVEMENTS

E-9014-N014-N01.050	
PRINCIPAL LOAN PAYMENTS	0.00
E-9014-N014-N02.051	
INTEREST PAYMENTS	0.00
E-9014-N014-N03.055	
MATERIALS	125,000.00
E-9014-N014-N04.055	
CONTRACT SERVICES	100,000.00
E-9014-N014-N05.055	
CONTRACT PROJECTS	558,112.70
E-9014-N014-N06.000	
OTHER EXPENSES	0.00
E-9014-N014-N07.055	
2017 WASTEWATER SYS UPGRADE	0.00
E-9014-N014-N08.012	
EQUIPMENT	100,000.00
E-9014-N014-N10.000	
SYSTEM CAPACITY UPGRADES	38,954.53
E-9014-N014-N11.000	
ASSET MANAGEMENT	576,000.00
E-9014-N014-N12.000	
USDA SEWER PROJECTS	0.00
SSD CAPITAL IMPROVEMENTS Dept Total	1,498,067.23

Expenses Fund Total 1,498,067.23

Fund N18 SSD #2 FORCE MAIN EXT CONST

Department 9018 SSD #2 FORCE MAIN EXT CONSTRUC

E-9018-N018-N01.055	
CONTRACT SERVICES	0.00
E-9018-N018-N02.055	
CONTRACT PROJECTS	5,313.49
E-9018-N018-N03.055	
OTHER EXPENSES	0.00
E-9018-N018-N05.050	
NOTE PAYMENT	0.00
E-9018-N018-N06.051	
INTEREST PAYMENT	0.00
E-9018-N018-N07.000	
ISSUANCE FEES	0.00
E-9018-N018-N10.075	
ADVANCES OUT	0.00
SSD #2 FORCE MAIN EXT CONSTRUC Dept Total	5,313.49

Expenses Fund Total 5,313.49

Fund N22 WWS CAPITAL IMPROVEMENTS

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Department 9022 WWS CAPITAL IMPROVEMENTS

E-9022-N022-N01.050		
BOND PAYMENTS		0.00
E-9022-N022-N02.051		
INTEREST PAYMENT		0.00
E-9022-N022-N03.055		
CONTRACT SERVICES	492,060.99	
E-9022-N022-N04.055		
CONTRACT PROJECTS	600,000.00	
E-9022-N022-N06.055		
OTHER EXPENSES		0.00
E-9022-N022-N07.055		
2017 WATER SYS UPGRADE		0.00
E-9022-N022-N10.055		
NEW BUILDING AND FURNITURE		0.00
E-9022-N022-N11.012		
EQUIPMENT	200,000.00	
E-9022-N022-N15.000		
SYSTEM CAPACITY UPGRADES	159,536.68	
E-9022-N022-N16.000		
ASSET MANAGEMENT	2,000,000.00	
E-9022-N022-N17.000		
USDA WATER PROJECTS		0.00
E-9022-N022-N18.074		
TRANSFERS OUT		0.00
E-9022-N022-N19.000		
MATERIALS		0.00
WWS CAPITAL IMPROVEMENTS Dept Total		3,451,597.67
Expenses Fund Total		3,451,597.67

Fund N35 CAP PRJ/E. OH REG IND PARK W/S

Department 9035 EAST OH REG IND PARK W & S

E-9035-N035-N05.013		
CONTRACT PROJECTS	31,105.51	
EAST OH REG IND PARK W & S Dept Total		31,105.51
Expenses Fund Total		31,105.51

Fund N54 COURTHOUSE PLAZA IMPROVEMENT

Department 9054 COUTHOUSE PLAZA IMPROVEMENT

E-9054-N054-N06.011		
CONTRACT SERVICES	183,239.99	
E-9054-N054-N07.013		
CONTRACT PROJECTS		0.00
E-9054-N054-N08.055		
CONSTRUCTION		0.00
E-9054-N054-N09.074		
TRANSFERS OUT		0.00
COUTHOUSE PLAZA IMPROVEMENT Dept Total		183,239.99
Expenses Fund Total		183,239.99

Fund N57 E OH IND PARK WATER LINE GRANT

Department 9057 E OH IND PARK WATER - GRANT

E-9057-N057-N01.013		
CONTRACT PROJECT-WATER		8,045.25
E-9057-N057-N02.000		
PROJECT PLANNING		0.00
E-9057-N057-N03.000		
PROFESSIONAL FEES		0.00
E-9057-N057-N04.000		
OTHER EXPENSES		0.00
E-9057-N057-N08.000		
REPAY BARNESVILLE LOAN		0.00
E-9057-N057-N08.074		
TRANSFERS OUT		0.00
E OH IND PARK WATER - GRANT Dept Total		8,045.25
Expenses Fund Total		8,045.25

Fund N80 OH VLLY MALL LIFT STATN UP-GRD

Department 9080 OVM LIFT STATION UP-GRADE

E-9080-N080-N02.011		
CONTRACT SERVICES		1,706.09
E-9080-N080-N03.013		
CONTRACT PROJECTS		0.00
E-9080-N080-N04.000		
OTHER EXPENSES		0.00
E-9080-N080-N05.000		
ARC GRANT EXPENDITURES		0.00
OVM LIFT STATION UP-GRADE Dept Total		1,706.09
Expenses Fund Total		1,706.09

Fund N82 2014 WATER SYS IMPRVMT NOTE

Department 9082 2014 WATER SYSTEM IMPROVEMENT

E-9082-N082-N02.011		
CONTRACT SERVICES		0.00
E-9082-N082-N03.013		
CONTRACT PROJECTS		188,798.04
E-9082-N082-N04.000		
OTHER EXPENSES		0.00
E-9082-N082-N05.000		
ISSUANCE FEES		0.00
E-9082-N082-N06.000		
WELL UPGRADES		0.00
E-9082-N082-N07.000		
WATER TANKS		15,369.21
E-9082-N082-N08.000		
BETHESDA WATERLINE EXT		0.00
E-9082-N082-N09.000		
2017 WELL LATERALS		0.00
E-9082-N082-N10.051		
INTEREST PAYMENTS		0.00
E-9082-N082-N11.050		
PRINCIPAL LOAN PAYMENTS		0.00

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**2014 WATER SYSTEM IMPROVEMENT Dept
Total** **204,167.25**

Expenses Fund Total **204,167.25**

Fund N84 CAP PROJ-SSD#2 US40 E CORRIDOR

Department 9084 SSD#2 US40 E CORRIDOR

E-9084-N084-N03.011
CONTRACT SERVICES 25,581.17
E-9084-N084-N04.013
CONTRACT PROJECTS 27,156.17
E-9084-N084-N05.000
OTHER EXPENSES 0.00
E-9084-N084-N06.074
TRANSFERS OUT 0.00
SSD#2 US40 E CORRIDOR Dept Total **52,737.34**
Expenses Fund Total **52,737.34**

Fund N87 SSD REVENUE BOND SHORT LIVED

Department 9087 SSD REVENUE BOND SHORT LIVED

E-9087-N087-N07.010
SUPPLIES/MATERIALS 50,000.00
E-9087-N087-N08.011
CONTRACT SERVICES 99,551.03
E-9087-N087-N09.012
EQUIPMENT 50,000.00
E-9087-N087-N10.013
CONTRACT PROJECTS 0.00
**SSD REVENUE BOND SHORT LIVED Dept
Total** **199,551.03**
Expenses Fund Total **199,551.03**

Fund N88 WWS REVENUE BOND SHORT LIVED

Department 9088 WWS REVENUE BOND SHORT LIVED

E-9088-N088-N07.010
SUPPLIES/MATERIALS 500,000.00
E-9088-N088-N08.011
CONTRACT SERVICES 749,445.98
E-9088-N088-N09.012
EQUIPMENT 500,000.00
E-9088-N088-N10.013
CONTRACT PROJECTS 0.00
**WWS REVENUE BOND SHORT LIVED Dept
Total** **1,749,445.98**
Expenses Fund Total **1,749,445.98**

Fund 003 USDA-SSD BOND PAYMENT

Department 9200 USDA-SSD BOND PAYMENT

E-9200-O003-O03.050
BOND PAYMENT 165,000.00
E-9200-O003-O04.051
INTEREST PAYMENTS 204,094.60
E-9200-O003-O09.000
OTHER EXPENSES 0.00

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E-9200-O003-O12.000	
TRANSFERS-OUT	0.00
USDA-SSD BOND PAYMENT Dept Total	369,094.60
Expenses Fund Total	369,094.60

Fund 004 USDA-SSD BOND PYMNT RESRV

Department 9201 USDA-SSD BOND PYMNT RESRV

E-9201-O004-O01.050	
PRINCIPAL PAYMENT	300,000.00
E-9201-O004-O02.051	
INTEREST PAYMENT	145,804.81
USDA-SSD BOND PYMNT RESRV Dept Total	445,804.81
Expenses Fund Total	445,804.81

Fund 010 BOND RET-FORCE MAIN EXT PRJT

Department 9207 BOND RET - FORCE MAIN EXT PROJ

E-9207-O010-O01.050	
PRINCIPAL PAYMENT	0.00
E-9207-O010-O02.051	
INTEREST PAYMENT	41,367.63
E-9207-O010-O03.055	
OTHER EXPENSES	0.00
E-9207-O010-O04.000	
ISSUANCE FEES	0.00
E-9207-O010-O06.000	
BOND DEFEASANCE	0.00
BOND RET - FORCE MAIN EXT PROJ Dept Total	41,367.63
Expenses Fund Total	41,367.63

Fund 011 MT VICTORY-BOND RETIRMNT

Department 9311 MT VICTORY BOND REITREMENT

E-9311-O011-O01.050	
PRINCIPAL LOAN PAYMENTS	56,603.54
E-9311-O011-O02.051	
INTEREST PAYMENTS	0.00
E-9311-O011-O04.055	
OTHER EXPENSES	0.00
E-9311-O011-O05.000	
ISSUANCE FEES	0.00
E-9311-O011-O09.074	
TRANSFERS OUT	0.00
MT VICTORY BOND REITREMENT Dept Total	56,603.54
Expenses Fund Total	56,603.54

Fund 012 NEFFS BOND RETIREMENT

Department 9312 VEFFS BOND RETIRMNT

E-9312-O012-O01.050	
PRINCIPAL LOAN PAYMENTS	20,544.91
E-9312-O012-O02.055	
OTHER EXPENSES	0.00

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E-9312-0012-003.051		
INTEREST PAYMENTS		0.00
E-9312-0012-004.000		
ISSUANCE FEES		0.00
VEFFS BOND RETIRMENT Dept Total		20,544.91
Expenses Fund Total		20,544.91

Fund O50 NOTE RET-2014 WATER SYS IMPV

Department 9250 NOTE RET-2014 WATER SYS IMPROV

E-9250-0050-001.050		
PRINCIPAL LOAN PAYMENTS		0.00
E-9250-0050-002.051		
INTEREST PAYMENTS		698.48
E-9250-0050-003.000		
ISSUANCE FEES		0.00
E-9250-0050-004.000		
BOND DEFEASANCE		0.00
NOTE RET-2014 WATER SYS IMPROV Dept Total		698.48
Expenses Fund Total		698.48

Fund O53 NOTE RETRMNT-SSD#2 FORCE MAIN

Department 9253 NOTE RETRMNT-SSD#2 FORCE MAIN

E-9253-0053-001.050		
PRINCIPAL LOAN PAYMENTS		0.00
E-9253-0053-002.051		
INTEREST PAYMENTS		29,716.33
E-9253-0053-003.000		
ISSUANCE FEES		0.00
NOTE RETRMNT-SSD#2 FORCE MAIN Dept Total		29,716.33
Expenses Fund Total		29,716.33

Fund O60 WATER BOND RETIREMENT

Department 9260 WATER BOND RETIREMENT

E-9260-0060-001.050		
PRINCIPAL LOAN PAYMENTS		1,005.77
E-9260-0060-002.051		
INTEREST PAYMENTS		0.00
E-9260-0060-004.055		
OTHER EXPENSES		0.00
E-9260-0060-005.000		
ISSUANCE FEES		0.00
E-9260-0060-009.074		
TRANSFERS OUT		0.00
WATER BOND RETIREMENT Dept Total		1,005.77
Expenses Fund Total		1,005.77

Fund O61 SEWER BOND RETIREMENT

Department 9261 SEWER BOND RETIREMENT

E-9261-0061-001.050		
PRINCIPAL LOAN PAYMENTS		1,597.86
E-9261-0061-002.051		

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INTEREST PAYMENTS	0.00
E-9261-O061-O04.055	
OTHER EXPENSES	0.00
E-9261-O061-O05.000	
ISSUANCE FEES	0.00
E-9261-O061-O06.050	
OWDA LOAN PAYMENTS	0.00
E-9261-O061-O07.051	
OWDA INTEREST PAYMENTS	0.00
E-9261-O061-O09.074	
TRANSFERS OUT	0.00
SEWER BOND RETIREMENT Dept Total	1,597.86
Expenses Fund Total	1,597.86

Fund O62 USDA WATER BOND PAYMENT

Department 9262 USDA WATER BOND PAYMENT

E-9262-O062-O03.050	
PRINCIPAL LOAN PAYMENTS	6,965.85
E-9262-O062-O04.051	
INTEREST PAYMENTS	0.00
E-9262-O062-O05.000	
ISSUANCE FEES	0.00
E-9262-O062-O09.000	
OTHER EXPENSES	0.00
USDA WATER BOND PAYMENT Dept Total	6,965.85
Expenses Fund Total	6,965.85

Fund O63 USDA WATER BOND RESERVE FUND

Department 9263 USDA WATER BOND RESERVE FUND

E-9263-O063-O01.050	
PRINCIPAL LOAN PAYMENTS	178,997.50
E-9263-O063-O02.051	
INTEREST PAYMENTS	178,997.50
E-9263-O063-O03.000	
OTHER EXPENSES	0.00
USDA WATER BOND RESERVE FUND Dept Total	357,995.00
Expenses Fund Total	357,995.00

Fund P05 WATER WORKS FUNDS

Department 3702 WATER WORKS FUNDS

E-3702-P005-P17.002	
SALARIES	2,000,000.00
E-3702-P005-P18.010	
SUPPLIES	35,000.00
E-3702-P005-P19.012	
EQUIPMENT	250,000.00
E-3702-P005-P20.000	
LABOR	0.00
E-3702-P005-P21.000	
MATERIALS	1,000,000.00

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E-3702-P005-P22.000		
CONTRACT REPAIRS		0.00
E-3702-P005-P23.011		
CONTRACT SERVICES		700,000.00
E-3702-P005-P24.013		
CONTRACT PROJECTS		0.00
E-3702-P005-P25.000		
PURCHASED WATER		60,000.00
E-3702-P005-P27.000		
ADVERTISING AND PRINTING		0.00
E-3702-P005-P28.000		
TRAVEL AND EXPENSES		0.00
E-3702-P005-P29.003		
P.E.R.S.		300,000.00
E-3702-P005-P30.004		
WORKER'S COMPENSATION		20,000.00
E-3702-P005-P31.000		
OTHER EXPENSES		500,000.00
E-3702-P005-P32.007		
UNEMPLOYMENT COMPENSATION		2,000.00
E-3702-P005-P34.074		
TRANSFERS-OUT		3,881,637.58
E-3702-P005-P35.005		
MEDICARE		30,000.00
E-3702-P005-P40.000		
WATER PLANT IMPROVEMENTS		0.00
E-3702-P005-P41.000		
MXU TRANSMITTERS		0.00
E-3702-P005-P45.000		
UTILITIES		900,000.00
WATER WORKS FUNDS Dept Total		9,678,637.58
Expenses Fund Total		9,678,637.58

Fund P53 SANITARY SEWER DISTRICT FUND

Department 3705 SANITARY SEWER DISTRICT FUND

E-3705-P053-P01.002		
SALARIES		500,000.00
E-3705-P053-P02.010		
SUPPLIES		10,000.00
E-3705-P053-P03.012		
EQUIPMENT		50,000.00
E-3705-P053-P05.000		
MATERIALS		100,000.00
E-3705-P053-P06.000		
CONTRACT REPAIRS		0.00
E-3705-P053-P07.011		
CONTRACT SERVICES		200,000.00
E-3705-P053-P09.000		
SEWAGE DISPOSAL		1,200,000.00
E-3705-P053-P12.000		
TRAVEL AND EXPENSES		0.00
E-3705-P053-P13.003		
P.E.R.S.		80,000.00

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E-3705-P053-P14.004		
WORKER'S COMPENSATION		10,000.00
E-3705-P053-P15.000		
OTHER EXPENSES		200,000.00
E-3705-P053-P16.074		
TRANSFERS-OUT		2,730,828.73
E-3705-P053-P18.013		
YORKVILLE RENOVATION		2,000.00
E-3705-P053-P19.000		
FOX PLANT SLUDGE MNGT		100,000.00
E-3705-P053-P25.000		
UTILITIES		300,000.00
E-3705-P053-P35.005		
MEDICARE		8,000.00
SANITARY SEWER DISTRICT FUND Dept		5,490,828.73
Total		
Expenses Fund Total		5,490,828.73

Fund P59 WATER & SEWER DEVELOPMENT FUND

Department 3709 WATER & SEWER DEVELOPMENT

E-3709-P059-P05.011		
CONTRACT SERVICES		0.00
E-3709-P059-P06.013		
CONTRACT PR0JECTS		0.00
E-3709-P059-P07.000		
MATERIALS		0.00
E-3709-P059-P10.074		
TRANSFERS OUT		95,536.12
WATER & SEWER DEVELOPMENT Dept		95,536.12
Total		
Expenses Fund Total		95,536.12

Fund P81 ARP ST & LOCAL FISCAL RECOVERY

Department 1801 ARP ST & LOCAL FISCAL RECOVERY

E-1801-P081-P02.011		
CONTRACT SERVICES		4,021.00
E-1801-P081-P03.013		
CONTRACT PR0JECTS		0.00
E-1801-P081-P04.012		
EQUIPMENT		0.00
E-1801-P081-P05.055		
CONSTRUCTION		0.00
E-1801-P081-P06.000		
OTHER EXPENSES		0.00
E-1801-P081-P10.000		
TRIBAL DISBURSEMENT		0.00
ARP ST & LOCAL FISCAL RECOVERY Dept		4,021.00
Total		
Expenses Fund Total		4,021.00

Fund P90 SPEC EMERGENCY PLNG FUND-LEPC

Department 1720 SPECIAL EMERGENCY PLANNING-LEP

E-1720-P090-P01.010

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SUPPLIES	0.00
E-1720-P090-P02.012	
EQUIPMENT	0.00
E-1720-P090-P03.000	
OTHER EXPENSES	20,000.00
E-1720-P090-P04.000	
CONTINGENCY	0.00
E-1720-P090-P05.010	
CLEAN UP SUPPLIES RESPONSE EQUIP	1,424.50
E-1720-P090-P07.002	
SALARIES	48,912.82
E-1720-P090-P08.003	
P.E.R.S.	6,500.00
E-1720-P090-P09.004	
WORKER'S COMPENSATION	2,199.03
E-1720-P090-P12.075	
ADVANCES-OUT	0.00
SPECIAL EMERGENCY PLANNING-LEP Dept Total	79,036.35
Expenses Fund Total	79,036.35

Fund P96 CRIT INCIDENT STRESS MGMNT/EMA

Department 1726 CRIT INCIDENT STRESS MGMNT/EMA

E-1726-P096-P05.000	
TRAVEL	0.00
E-1726-P096-P06.000	
OTHER EXPENSES	664.52
CRIT INCIDENT STRESS MGMNT/EMA Dept Total	664.52
Expenses Fund Total	664.52

Fund S00 COMMISSARY FUND/SHERIFF

Department 5100 COMMISSARY/SHERIFFS OFFICE

E-5100-S000-S01.010	
SUPPLIES	268,651.11
E-5100-S000-S02.012	
EQUIPMENT	0.00
E-5100-S000-S03.000	
MEDICAL ASSISTANCE	0.00
E-5100-S000-S04.000	
CLOTHING	0.00
E-5100-S000-S05.000	
OTHER EXPENSES	0.00
E-5100-S000-S08.074	
TRANSFERS-OUT	0.00
COMMISSARY/SHERIFFS OFFICE Dept Total	268,651.11
Expenses Fund Total	268,651.11

Fund S01 CONCEALED HANDGUN LICENSE FUND

Department 5101 CONCEALED HANDGUN LICENSE

E-5101-S001-S05.000	
TRAINING	0.00

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E-5101-S001-S06.000		
LICENSE ISSUANCE EXPENSES		8,000.00
E-5101-S001-S07.012		
EQUIPMENT		7,299.70
E-5101-S001-S08.000		
REFUNDS		0.00
E-5101-S001-S09.000		
FEES EXPENSE		0.00
CONCEALED HANDGUN LICENSE Dept		15,299.70
Total		
Expenses Fund Total		15,299.70

Fund S02 SHERIFF'S POLICING REVOLVING

Department 5102 POLICING REVOLVING FUND

E-5102-S002-S01.002		
SALARY		265,031.99
E-5102-S002-S02.005		
MEDICARE		0.00
E-5102-S002-S03.003		
PERS		0.00
E-5102-S002-S04.006		
HOSP		0.00
E-5102-S002-S05.004		
WORKERS' COMP		0.00
E-5102-S002-S06.007		
UNEMPLOYMENT		0.00
E-5102-S002-S07.010		
SUPPLIES		0.00
E-5102-S002-S08.000		
OTHER EXPENSES		0.00
E-5102-S002-S10.074		
TRANSFERS OUT		0.00
E-5102-S002-S11.075		
ADVANCES OUT		0.00
POLICING REVOLVING FUND Dept Total		265,031.99
Expenses Fund Total		265,031.99

Fund S12 BELMONT COUNTY PORT AUTHORITY

Department 9799 BELMONT CO PORT AUTHORITY

E-9799-S012-S01.002		
SALARY		160,000.00
E-9799-S012-S02.006		
HOSPITALIZATION INSURANCE		6,000.00
E-9799-S012-S03.012		
EQUIPMENT		6,000.00
E-9799-S012-S04.010		
SUPPLIES		2,500.00
E-9799-S012-S05.000		
TRAVEL EXPENSES		5,000.00
E-9799-S012-S06.000		
MARKETING / PROMOTION		5,000.00
E-9799-S012-S07.000		

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PROFESSIONAL SERV/RESEARCH	294,717.12
E-9799-S012-S08.003	
PERS	15,000.00
E-9799-S012-S09.004	
WORKERS' COMP	1,250.00
E-9799-S012-S10.000	
OTHER EXPENSES	0.00
E-9799-S012-S11.005	
MEDICARE	1,250.00
E-9799-S012-S12.000	
RENT	0.00
E-9799-S012-S13.000	
UTILITIES	0.00
E-9799-S012-S14.074	
TRANSFERS OUT	0.00
E-9799-S012-S15.075	
ADVANCES OUT	0.00
E-9799-S012-S16.000	
REFUNDS	0.00
E-9799-S012-S17.000	
FORGEIN TRADE GRANT EXPENSES	0.00
E-9799-S012-S18.000	
OIL AND GAS EXPO	0.00
E-9799-S012-S19.000	
GIG LOAN	0.00
E-9799-S012-S20.000	
PROPERTY SALES/PURCHASES	0.00
E-9799-S012-S21.000	
ARMORY PROPERTY	0.00
BELMONT CO PORT AUTHORITY Dept Total	496,717.12
Expenses Fund Total	496,717.12

Fund S17 CHILDREN SERVICES

Department 2765 CHILDREN SERVICES

E-2765-S017-S22.011	
CONTRACT SERVICES	2,500,000.00
E-2765-S017-S24.000	
MEDICAL ASSISTANCE	200,000.00
E-2765-S017-S27.000	
TRAVEL AND EXPENSES	30,000.00
E-2765-S017-S28.000	
PROTECT OHIO	0.00
E-2765-S017-S31.000	
OTHER EXPENSES	6,476,494.59
E-2765-S017-S35.074	
TRANSFERS-OUT	0.00
CHILDREN SERVICES Dept Total	9,206,494.59
Expenses Fund Total	9,206,494.59

Fund S30 OAKVIEW JUV REHABILITATION

Department 8010 OAKVIEW JUVENILE REHABILITATIO

E-8010-S030-S40.000

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GRANT-HOLDING ACCOUNT	30,047.71
E-8010-S030-S41.000	
SUBGRANT TRAINING	0.00
E-8010-S030-S51.002	
SALARIES	101,622.95
E-8010-S030-S52.011	
CONTRACT SERVICES	0.00
E-8010-S030-S53.000	
MEDICAL	294.03
E-8010-S030-S54.000	
FOOD	16,875.10
E-8010-S030-S55.010	
SUPPLIES AND MATERIALS	614.74
E-8010-S030-S56.000	
MOTOR VEHICLE'S EXPENSES	833.72
E-8010-S030-S57.000	
TRAVEL/STAFF DEVELOPMENT	666.33
E-8010-S030-S58.000	
COMMUNICATIONS	3,512.28
E-8010-S030-S59.000	
FUELS AND UTILITIES	6,078.91
E-8010-S030-S60.000	
MAINTENANCE AND REPAIRS	5,425.03
E-8010-S030-S61.000	
RENTALS	0.00
E-8010-S030-S62.000	
PRINTING, BINDING, & ADVERTISEMENT	348.94
E-8010-S030-S63.000	
GENERAL & OTHER EXPENSES	3,892.04
E-8010-S030-S64.012	
EQUIPMENT	0.00
E-8010-S030-S65.000	
INDIRECT COSTS	0.00
E-8010-S030-S66.003	
P.E.R.S.	25,264.30
E-8010-S030-S67.004	
WORKERS' COMPENSATION	12,485.55
E-8010-S030-S68.006	
HOSPITALIZATION, WAIVED & LIFE INS	11,990.05
E-8010-S030-S69.007	
UNEMPLOYMENT COMPENSATION	6,800.00
E-8010-S030-S70.005	
MEDICARE	2,186.78
E-8010-S030-S71.000	
EDUCATION/RECREATION SUPPLIES	588.61
E-8010-S030-S72.000	
CAPITAL REPAIRS	0.00
E-8010-S030-S72.075	
ADVANCES OUT	0.00
E-8010-S030-S73.000	
ACA ACCREDITATION	0.00
E-8010-S030-S74.000	
ACTIVITY FUND	0.00

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E-8010-S030-S75.074	
TRANSFERS OUT	0.00
OAKVIEW JUVENILE REHABILITATIO Dept Total	229,527.07
Expenses Fund Total	229,527.07

Fund S32 OAKVIEW JUV-ACTIVITY FUND

Department 8012 OAKVIEW JUV-ACTIVITY FUND

E-8012-S032-S00.000	
ACTIVITY EXPENSES	3,422.71
E-8012-S032-S03.000	
SSI FUND	0.00
E-8012-S032-S05.000	
CHILD SUPPORT EXPENSES	0.00
OAKVIEW JUV-ACTIVITY FUND Dept Total	3,422.71
Expenses Fund Total	3,422.71

Fund S33 DISTRICT DETENTION HOME

Department 0910 DISTRICT DETENTION HOME

E-0910-S033-S33.002	
SALARIES	1,310,758.92
E-0910-S033-S34.010	
SUPPLIES	30,000.00
E-0910-S033-S35.000	
MATERIALS	0.00
E-0910-S033-S36.012	
EQUIPMENT	0.00
E-0910-S033-S37.000	
CONTRACT REPAIRS	0.00
E-0910-S033-S38.011	
CONTRACT SERVICES	75,000.00
E-0910-S033-S39.000	
FOOD SERVICE EXPENSES	70,000.00
E-0910-S033-S40.000	
MEDICAL ASSISTANCE	54,000.00
E-0910-S033-S41.000	
RENTALS	0.00
E-0910-S033-S43.000	
TRAVEL AND TRAINING	5,500.00
E-0910-S033-S44.003	
P.E.R.S./S.T.R.S.	175,000.00
E-0910-S033-S45.004	
WORKERS' COMPENSATION	8,500.00
E-0910-S033-S47.006	
OTHER EXPENSES - HOSPITALIZATION	225,000.00
E-0910-S033-S48.007	
UNEMPLOYMENT COMPENSATION	0.00
E-0910-S033-S49.000	
UNION EXPENSES	0.00
E-0910-S033-S50.005	
MEDICARE	17,000.00
E-0910-S033-S51.074	
TRANSFERS-OUT	0.00

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E-0910-S033-S55.075		
ADVANCES-OUT		0.00
E-0910-S033-S60.010		
SUPPLIES/GS		6,500.00
E-0910-S033-S61.000		
FOOD SERVICE EXPESENSSES/GS		15,000.00
E-0910-S033-S62.000		
MATERIALS/GS		0.00
E-0910-S033-S63.012		
EQUIPMENT/GS		0.00
E-0910-S033-S64.000		
CONTRACT REPAIRS/GS		0.00
E-0910-S033-S65.011		
CONTRACT SERVICES/GS		30,000.00
E-0910-S033-S66.000		
MEDICAL/GS		0.00
E-0910-S033-S67.000		
TRAVEL AND TRAINING/GS		4,000.00
E-0910-S033-S68.000		
RENTAL/GS		0.00
E-0910-S033-S69.000		
ACTIVITIES/GS		3,000.00
E-0910-S033-S70.000		
CONTINGENCY FUND/GS		0.00
E-0910-S033-S71.000		
JB GREEN - EXPENSES		0.00
E-0910-S033-S72.000		
AMERICAN HEART ASSOC. GRANT		0.00
DISTRICT DETENTION HOME Dept Total		2,029,258.92
Expenses Fund Total		2,029,258.92

Fund S49 MENTAL HEALTH

Department 2310 MENTAL HEALTH

E-2310-S049-S49.002		
SALARIES		538,425.00
E-2310-S049-S50.010		
SUPPLIES		8,400.00
E-2310-S049-S52.012		
EQUIPMENT		35,000.00
E-2310-S049-S53.000		
CONTRACTS AND REPAIRS		70,000.00
E-2310-S049-S54.011		
CONTRACT SERVICES		12,782,000.00
E-2310-S049-S58.000		
ADVERTISING AND PRINTING		1,500.00
E-2310-S049-S59.000		
TRAVEL AND EXPENSES		15,000.00
E-2310-S049-S60.003		
P.E.R.S.		86,500.00
E-2310-S049-S61.004		
WORKERS' COMPENSATION		4,000.00
E-2310-S049-S62.007		
UNEMPLOYMENT COMPENSATION		0.00

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E-2310-S049-S63.000	
OTHER EXPENSES	578,300.00
E-2310-S049-S64.005	
MEDICARE	7,820.00
E-2310-S049-S66.074	
TRANSFERS-OUT	0.00
E-2310-S049-S67.055	
BUILDING	275,000.00
MENTAL HEALTH Dept Total	14,401,945.00
Expenses Fund Total	14,401,945.00

Fund S50 WSTRN CRT-ALCOHOL MONITORING

Department 1540 WESTERN-ALCOHOL MONITORING

E-1540-S050-S05.000	
OTHER EXPENSES	102,519.32
WESTERN-ALCOHOL MONITORING Dept Total	102,519.32
Expenses Fund Total	102,519.32

Fund S51 ESTRN CRT-ALCOHOL MONITORING

Department 1541 EASTERN-ALCOHOL MONITORING

E-1541-S051-S05.000	
OTHER EXPENSES	136,596.33
EASTERN-ALCOHOL MONITORING Dept Total	136,596.33
Expenses Fund Total	136,596.33

Fund S52 NRTHRN CRT-ALCOHOL MONITORING

Department 1542 NORTHERN-ALCOHOL MONITORING

E-1542-S052-S05.000	
OTHER EXPENSES	130,011.87
NORTHERN-ALCOHOL MONITORING Dept Total	130,011.87
Expenses Fund Total	130,011.87

Fund S53 CMMN PLEAS-ALCOHOL MONITORING

Department 1543 COMMON PLEAS ALCOHOL MONITOR

E-1543-S053-S05.000	
OTHER EXPENSES	9,131.61
COMMON PLEAS ALCOHOL MONITOR Dept Total	9,131.61
Expenses Fund Total	9,131.61

Fund S54 CMMN PLS/GEN SPC/MEDIATION SRV

Department 1544 MEDIATION SERVICES-COMM PLEAS

E-1544-S054-S01.002	
SALARY	36,320.16
E-1544-S054-S02.003	
PERS	10,000.00
E-1544-S054-S03.004	
WORKERS' COMP	8,000.00
E-1544-S054-S05.000	
OTHER EXPENSES	0.00

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E-1544-S054-S10.074	
TRANSFERS OUT	0.00
MEDIATION SERVICES-COMM PLEAS Dept Total	54,320.16
Expenses Fund Total	54,320.16

Fund S55 TARGETED COMM ALTERN TO PRISON

Department 1545 TARGETD COMM ALTR TO PRISON

E-1545-S055-S01.000	
GRANT EXPENSES	339,843.61
E-1545-S055-S02.002	
SALARIES/FRINGES	30,000.00
E-1545-S055-S03.000	
COUNTY COURT GRANT EXPENSES	75,000.00
TARGETD COMM ALTR TO PRISON Dept Total	444,843.61
Expenses Fund Total	444,843.61

Fund S56 PROBATION SERVICES GRANT- COMM

Department 1546 PROBATION SERVICES GRANT

E-1546-S056-S04.001	
SALARY/FRINGES	92,535.26
E-1546-S056-S05.000	
EXPENSES	0.00
PROBATION SERVICES GRANT Dept Total	92,535.26
Expenses Fund Total	92,535.26

Fund S65 BCBDD SEVERANCE BENEFIT FUND

Department 2409 BCDD SEVERANCE BENEFIT FUND

E-2409-S065-S01.000	
SEVERANCE BENEFIT PAYMENTS	350,000.00
BCDD SEVERANCE BENEFIT FUND Dept Total	350,000.00
Expenses Fund Total	350,000.00

Fund S66 BCBDD - MAIN FUND

Department 2410 DEVELOPMENTAL DISABILITIES

E-2410-S066-S65.002	
SALARIES	4,941,320.00
E-2410-S066-S66.010	
SUPPLIES	530,000.00
E-2410-S066-S67.000	
MATERIALS	0.00
E-2410-S066-S68.012	
EQUIPMENT	0.00
E-2410-S066-S69.000	
CONTRACT REPAIRS	54,100.00
E-2410-S066-S70.011	
CONTRACT SERVICES	2,678,000.00
E-2410-S066-S75.000	
TRAVEL AND EXPENSES	104,860.00
E-2410-S066-S76.003	

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P.E.R.S./S.T.R.S.	691,784.80
E-2410-S066-S77.004	
WORKERS' COMPENSATION	25,000.00
E-2410-S066-S78.007	
UNEMPLOYMENT COMPENSATION	5,000.00
E-2410-S066-S79.005	
MEDICARE	71,649.14
E-2410-S066-S80.000	
OTHER EXPENSES	1,278,500.00
E-2410-S066-S84.074	
TRANSFERS-OUT	7,000,000.00
E-2410-S066-S85.000	
MR/DD SPECIALIZED SERVICES	800,000.00
E-2410-S066-S86.000	
SELF DETERMINATION	0.00
E-2410-S066-S88.000	
YOUTH IN CRISIS	0.00
DEVELOPMENTAL DISABILITIES Dept Total	18,180,213.94
Expenses Fund Total	18,180,213.94

Fund S67 BCBDD - DD RESERVE FUND

Department 2411 RESERVE ACCOUNT-BD OF DD

E-2411-S067-S20.000	
OTHER EXPENSES	1,069,980.68
E-2411-S067-S25.074	
TRANSFERS-OUT	0.00
RESERVE ACCOUNT-BD OF DD Dept Total	1,069,980.68
Expenses Fund Total	1,069,980.68

Fund S68 BCBDD-RESIDENTIAL SERV FUND

Department 2412 COMMUNITY MR/DD RES SERVICES

E-2412-S068-S04.011	
CONTRACT SERVICES	1,866,282.16
COMMUNITY MR/DD RES SERVICES Dept Total	1,866,282.16
Expenses Fund Total	1,866,282.16

Fund S69 BCBDD-MEDICAID RESERVE FUND

Department 2413 MEDICAID RESERVE- BD OF DD

E-2413-S069-S01.011	
CONTRACT SERVICES	1,312,864.46
MEDICAID RESERVE- BD OF DD Dept Total	1,312,864.46
Expenses Fund Total	1,312,864.46

Fund S70 BELMONT CO SENIOR PROGRAMS

Department 5005 IN HOME CARE LEVY-COMM ON AGIN

E-5005-S070-S01.002	
SALARY	2,280,000.00
E-5005-S070-S02.003	
PERS	319,200.00
E-5005-S070-S03.004	

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WORKERS' COMP	16,000.00
E-5005-S070-S04.005	
MEDICARE	32,857.00
E-5005-S070-S05.011	
CONTRACT SERVICES	150,000.00
E-5005-S070-S06.006	
HOSPITALIZATION	845,250.00
E-5005-S070-S07.010	
SUPPLIES AND MATERIALS	0.00
E-5005-S070-S08.000	
TRAVEL	3,000.00
E-5005-S070-S09.000	
OTHER EXPENSES	0.00
E-5005-S070-S10.000	
FACILITIES	165,375.00
E-5005-S070-S11.012	
EQUIPMENT	0.00
E-5005-S070-S12.000	
CAPITAL OUTLAY	300,000.00
E-5005-S070-S13.000	
UNEMPLOYMENT COMPENSATION	2,500.00
E-5005-S070-S14.074	
TRANSFERS OUT	0.00
E-5005-S070-S16.000	
FOOD	1,270,500.00
E-5005-S070-S17.000	
FUEL	148,500.00
E-5005-S070-S18.000	
MAINTENANCE AND REPAIRS, EQUIP	270,000.00
E-5005-S070-S19.000	
MAINTENANCE AND REPAIRS, VEHICLES	100,000.00
E-5005-S070-S20.000	
OFFICE SUPPLIES	15,000.00
E-5005-S070-S21.000	
AFSCME	0.00
E-5005-S070-S22.006	
DENTAL, VISION, & LIFE	1,500.00
E-5005-S070-S23.006	
PRESCRIPTION INSURANCE	0.00
E-5005-S070-S24.000	
CAPITAL	0.00
E-5005-S070-S25.000	
ODOT GRANT EXPENSES	0.00
E-5005-S070-S26.000	
COMMODITIES	0.00
E-5005-S070-S27.000	
CORONAVIRUS RELIEF FUNDS EXPENSES	0.00
E-5005-S070-S28.000	
TRAINING, LICENSE AND CERTIFICATION	40,000.00
E-5005-S070-S29.000	
TITLE III ARPA EXPENSES	224,706.00
IN HOME CARE LEVY-COMM ON AGIN Dept	6,184,388.00
Total	

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total

Expenses Fund Total 6,184,388.00

Fund S71 HEALTHY AGING GRANT

Department 5006 HEALTHY AGING GRANT

E-5006-S071-S05.002

SALARIESFRINGES 0.00

E-5006-S071-S06.011

CONTRACT SERVICES 0.00

E-5006-S071-S07.000

OTHER EXPENSES 128,007.00

E-5006-S071-S08.013

CONTRACT PROJECTS 0.00

HEALTHY AGING GRANT Dept Total 128,007.00

Expenses Fund Total 128,007.00

Fund S75 MHAS SUBSIDY GRANT

Department 1518 MHAS SUBSIDY GRANT

E-1518-S075-S03.002

SALARYFRINGES 30,243.24

MHAS SUBSIDY GRANT Dept Total 30,243.24

Expenses Fund Total 30,243.24

Fund S77 COMM-BASED CORRECTIONS ACT GRT

Department 1520 COMM BASED CORRECTIONS ACT GRA

E-1520-S077-S01.002

SALARIES 10,961.73

E-1520-S077-S02.005

MEDICARE 100.00

E-1520-S077-S03.003

P.E.R.S. 1,000.00

E-1520-S077-S04.006

HOSPITALIZATION INSURANCE 1,000.00

E-1520-S077-S05.004

WORKERS' COMPENSATION 0.00

E-1520-S077-S06.000

AUTOMOBILE EXPENSES 0.00

E-1520-S077-S07.000

RENTALS 0.00

E-1520-S077-S08.010

SUPPLIES 0.00

E-1520-S077-S09.012

EQUIPMENT 0.00

E-1520-S077-S10.000

COMMUNICATIONS 0.00

COMM BASED CORRECTIONS ACT GRA Dept Total 13,061.73

Expenses Fund Total 13,061.73

Fund S78 GEN FD-SUPPLEMNT EQUIP/CO RECDR

Department 1210 GEN FUND SUPPLMNTL EQUIP/CO RE

E-1210-S078-S05.012

EQUIPMENT 0.00

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E-1210-S078-S06.010		
SUPPLIES		0.00
E-1210-S078-S08.011		
CONTRACT SERVICES		259,768.85
E-1210-S078-S10.002		
SALARIES		0.00
E-1210-S078-S11.003		
P.E.R.S.		0.00
E-1210-S078-S12.005		
MEDICARE		0.00
E-1210-S078-S13.004		
WORKERS' COMPENSATION		0.00
E-1210-S078-S14.006		
HOSPITALIZATION INSURANCE		0.00
E-1210-S078-S15.074		
TRANSFERS-OUT		0.00
GEN FUND SUPPLMNTL EQUIP/CO RE Dept		259,768.85
Total		
Expenses Fund Total		259,768.85

Fund S79 CERTIFICATE OF TITLE ADM FUND

Department 6010 CERTIFICATE OF TITLE ADM

E-6010-S079-S01.002		
SALARIES		350,000.00
E-6010-S079-S02.011		
CONTRACT SERVICES		0.00
E-6010-S079-S03.010		
SUPPLIES		40,000.00
E-6010-S079-S04.000		
MATERIALS		0.00
E-6010-S079-S05.000		
OTHER EXPENSES		0.00
E-6010-S079-S06.003		
P.E.R.S.		50,000.00
E-6010-S079-S07.006		
HOSPITALIZATION INSURANCE		95,000.00
E-6010-S079-S08.005		
MEDICARE		8,000.00
E-6010-S079-S09.004		
WORKERS' COMPENSATION		6,000.00
E-6010-S079-S10.074		
TRANSFERS-OUT		0.00
E-6010-S079-S11.007		
UNEMPLOYMENT COMPENSATION		0.00
E-6010-S079-S12.000		
TRAVEL AND EXPENSES		10,000.00
CERTIFICATE OF TITLE ADM Dept Total		559,000.00
Expenses Fund Total		559,000.00

Fund S80 CLERK OF COURTS-COMPUTER FUND

Department 1580 CLERK OF COURTS COMPUTER

E-1580-S080-S04.050		
LOAN PAYMENT		0.00

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E-1580-S080-S08.000		
COMPUTER EXPENSES		11,695.29
E-1580-S080-S10.000		
PAYMENT TO CSEA		0.00
E-1580-S080-S15.074		
TRANSFERS-OUT		0.00
CLERK OF COURTS COMPUTER Dept Total		11,695.29
Expenses Fund Total		11,695.29

Fund S81 PROBATE COURT-COMPUTER FUND

Department 1581 PROBATE COURT COMPUTER

E-1581-S081-S08.000		
COMPUTER EXPENSES		22,996.44
E-1581-S081-S10.074		
TRANSFERS-OUT		0.00
PROBATE COURT COMPUTER Dept Total		22,996.44
Expenses Fund Total		22,996.44

Fund S82 WESTERN DIV CRT-COMPUTER FUND

Department 1550 WESTERN DIVISION COURT COMPUTE

E-1550-S082-S05.012		
COMPUTER EXPENSES-EQUIPMENT		50,000.00
E-1550-S082-S06.000		
COMPUTER SOFTWARE		41,098.00
E-1550-S082-S07.000		
OTHER EXPENSES		153,601.10
E-1550-S082-S10.002		
SALARIES		0.00
E-1550-S082-S11.003		
P.E.R.S.		0.00
E-1550-S082-S12.004		
WORKERS' COMPENSATION		0.00
E-1550-S082-S13.005		
MEDICARE		0.00
E-1550-S082-S14.006		
HOSPITALIZATION INSURANCE		0.00
E-1550-S082-S15.074		
TRANSFERS-OUT		0.00
WESTERN DIVISION COURT COMPUTE Dept Total		244,699.10
Expenses Fund Total		244,699.10

Fund S83 NORTHERN DIV CRT-COMPUTER FUND

Department 1560 NORTHERN DIVISION COURT COMPUT

E-1560-S083-S06.000		
COMPUTER SOFTWARE		25,947.41
E-1560-S083-S08.012		
COMPUTER EXPENSES-EQUIPMENT		0.00
E-1560-S083-S09.000		
OTHER EXPENSES		0.00
E-1560-S083-S10.002		
SALARIES		0.00

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E-1560-S083-S11.003		
P.E.R.S.		0.00
E-1560-S083-S12.004		
WORKERS' COMPENSATION		0.00
E-1560-S083-S13.005		
MEDICARE		0.00
E-1560-S083-S14.006		
HOSPITALIZATION INSURANCE		0.00
E-1560-S083-S15.074		
TRANSFERS-OUT		0.00
E-1560-S083-S18.050		
PRINCIPAL LOAN PAYMENTS		0.00
E-1560-S083-S19.051		
INTEREST PAYMENTS		0.00
NORTHERN DIVISION COURT COMPUT		25,947.41
Dept Total		
Expenses Fund Total		25,947.41

Fund S84 EASTERN DIV CRT-COMPUTER FUND

Department 1570 EASTERN DIVISION COURT COMPUTE

E-1570-S084-S06.000		
COMPUTER SOFTWARE		0.00
E-1570-S084-S07.000		
OTHER EXPENSES		36,889.51
E-1570-S084-S08.012		
COMPUTER EXPENSES-EQUIPMENT		0.00
E-1570-S084-S10.002		
SALARIES		0.00
E-1570-S084-S11.003		
P.E.R.S.		0.00
E-1570-S084-S12.004		
WORKERS' COMPENSATION		0.00
E-1570-S084-S13.005		
MEDICARE		0.00
E-1570-S084-S14.006		
HOSPITALIZATION INSURANCE		0.00
E-1570-S084-S15.074		
TRANSFERS-OUT		0.00
EASTERN DIVISION COURT COMPUTE Dept		36,889.51
Total		
Expenses Fund Total		36,889.51

Fund S85 JUVENILE COURT-COMPUTER FUND

Department 1582 JUVENILE COURT COMPUTER

E-1582-S085-S08.000		
COMPUTER EXPENSES		2,474.39
JUVENILE COURT COMPUTER Dept Total		2,474.39
Expenses Fund Total		2,474.39

Fund S86 NORTHERN CT-GEN SPEC PROJECTS

Department 1561 NORTHERN COURT GENERAL SPEC PR

E-1561-S086-S01.002		
SALARIES		8,687.00

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E-1561-S086-S02.003		
P.E.R.S.		7,584.00
E-1561-S086-S03.006		
HOSPITALIZATION INSURANCE		24,950.00
E-1561-S086-S04.004		
WORKERS' COMPENSATION		0.00
E-1561-S086-S05.005		
MEDICARE		700.00
E-1561-S086-S06.010		
SUPPLIES		10,295.29
E-1561-S086-S07.012		
EQUIPMENT		0.00
E-1561-S086-S08.000		
OTHER EXPENSES		10,295.29
E-1561-S086-S10.074		
TRANSFERS-OUT		0.00
NORTHERN COURT GENERAL SPEC PR		62,511.58
Dept Total		
Expenses Fund Total		62,511.58

Fund S87 EASTERN CRT-GEN SPEC PROJECTS

Department 1571 EASTERN COURT GENERAL SPEC PRO

E-1571-S087-S01.002		
SALARIES		25,000.00
E-1571-S087-S02.003		
P.E.R.S.		7,500.00
E-1571-S087-S03.006		
HOSPITALIZATION INSURANCE		25,000.00
E-1571-S087-S04.004		
WORKERS' COMPENSATION		1,500.00
E-1571-S087-S05.005		
MEDICARE		1,000.00
E-1571-S087-S06.010		
SUPPLIES		100,000.00
E-1571-S087-S07.012		
EQUIPMENT		5,000.00
E-1571-S087-S08.000		
OTHER EXPENSES		180,077.61
E-1571-S087-S10.074		
TRANSFERS-OUT		0.00
EASTERN COURT GENERAL SPEC PRO		345,077.61
Dept Total		
Expenses Fund Total		345,077.61

Fund S88 WESTERN CRT-GEN SPEC PROJECTS

Department 1551 WESTERN COURT GENERAL SPEC PRO

E-1551-S088-S01.002		
SALARIES		65,000.00
E-1551-S088-S02.003		
P.E.R.S.		15,000.00
E-1551-S088-S03.006		
HOSPITALIZATION INSURANCE		25,000.00
E-1551-S088-S04.004		

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WORKERS' COMPENSATION	2,000.00
E-1551-S088-S05.005	
MEDICARE	1,500.00
E-1551-S088-S06.010	
SUPPLIES	0.00
E-1551-S088-S07.012	
EQUIPMENT	25,000.00
E-1551-S088-S08.000	
OTHER EXPENSES	244,425.81
E-1551-S088-S09.000	
PROBATION EXPENSES	0.00
E-1551-S088-S10.074	
TRANSFERS-OUT	0.00
WESTERN COURT GENERAL SPEC PRO Dept Total	377,925.81
Expenses Fund Total	377,925.81

Fund S89 COMMON PLEAS CT-GEN SPEC PROJ

Department 1572 COMMON PLEAS CT GEN SPEC PROJ

E-1572-S089-S01.000	
OTHER EXPENSES	380,268.20
E-1572-S089-S02.000	
GUARDIAN AD LITEM	40,000.00
E-1572-S089-S06.002	
SALARIES	0.00
E-1572-S089-S07.003	
P.E.R.S.	0.00
E-1572-S089-S08.004	
WORKERS' COMPENSATION	0.00
E-1572-S089-S09.000	
2020 REMOTE TECHNOLOGY GRANT	0.00
E-1572-S089-S10.074	
TRANSFERS-OUT	0.00
COMMON PLEAS CT GEN SPEC PROJ Dept Total	420,268.20
Expenses Fund Total	420,268.20

Fund S95 COMMON PLEAS CT-COMPUTER FUND

Department 1588 COMMON PLEAS COURT COMPUTER

E-1588-S095-S01.012	
COMPUTER EXPENSES-EQUIPMENT	0.00
E-1588-S095-S02.000	
COMPUTER SOFTWARE	0.00
E-1588-S095-S03.000	
OTHER EXPENSES	22,509.02
E-1588-S095-S05.000	
JURY MANAGEMENT	0.00
E-1588-S095-S08.050	
LOAN PAYMENT	0.00
E-1588-S095-S09.051	
INTEREST PAYMENT	0.00
E-1588-S095-S10.050	
FEE EXPENSE FOR LOAN	0.00

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**COMMON PLEAS COURT COMPUTER Dept
Total** **22,509.02**

Expenses Fund Total **22,509.02**

Fund S96 JUVENILE CT-GEN SPEC PROJECTS

Department 1589 JUVENILE COURT GENERAL SPEC PR

E-1589-S096-S08.002

SALARY 0.00

E-1589-S096-S09.000

FRINGES 0.00

E-1589-S096-S10.010

SUPPLIES 3,000.00

E-1589-S096-S11.012

EQUIPMENT 0.00

E-1589-S096-S12.000

OTHER EXPENSES 8,733.88

E-1589-S096-S15.074

TRANSFERS-OUT 0.00

**JUVENILE COURT GENERAL SPEC PR Dept
Total** **11,733.88**

Expenses Fund Total **11,733.88**

Fund S97 PROBATE CT-GEN SPECIAL PROJ

Department 1590 PROBATE COURT GENERAL SPEC PRO

E-1590-S097-S10.010

SUPPLIES 4,000.00

E-1590-S097-S11.012

EQUIPMENT 0.00

E-1590-S097-S12.000

OTHER EXPENSES 20,231.31

E-1590-S097-S15.074

TRANSFERS-OUT 0.00

**PROBATE COURT GENERAL SPEC PRO
Dept Total** **24,231.31**

Expenses Fund Total **24,231.31**

Fund S99 PROB CRT CONDUCT BUSNSS FND

Department 1599 CONDUCT OF BUSINESS FUND

E-1599-S099-S01.002

SALARIES 200,000.00

E-1599-S099-S02.008

FRINGES 25,000.00

E-1599-S099-S10.010

SUPPLIES 20,000.00

E-1599-S099-S11.012

EQUIPMENT 43,501.75

E-1599-S099-S12.000

OTHER EXPENSES 125,000.00

E-1599-S099-S15.074

TRANSFERS OUT 0.00

CONDUCT OF BUSINESS FUND Dept Total **413,501.75**

Expenses Fund Total **413,501.75**

Fund T01 HELP AMERICA VOTE ACT/BD ELECT

Department 9701 HELP AMERICA VOTE ACT/BD ELECT

E-9701-T001-T03.012		
EQUIPMENT		7,841.62
E-9701-T001-T05.000		
TRAINING		0.00
HELP AMERICA VOTE ACT/BD ELECT Dept Total		7,841.62
Expenses Fund Total		7,841.62

Fund T10 WATER & SEWER GUARANTEE DEP

Department 3711 WATER & SEWER GUARANTEE DEPOSI

E-3711-T010-T01.000		
GUARANTEE DEPOSIT FUND		55,265.22
E-3711-T010-T04.074		
TRANSFERS-OUT		55,265.22
WATER & SEWER GUARANTEE DEPOSI Dept Total		110,530.44
Expenses Fund Total		110,530.44

Fund T11 BEL. CO COMMISSIONERS C.D.B.G.

Department 9702 BEL CO COMMISSIONERS C.D.B.G.

E-9702-T011-T01.000		
CDBG GRANTS		151,775.00
E-9702-T011-T02.000		
HOME GRANT-MONIES FROM HUD		461,395.46
E-9702-T011-T03.000		
CDBG ESCROW ACCOUNT		0.00
E-9702-T011-T04.000		
CDBG PROGRAM INCOME		0.00
E-9702-T011-T05.000		
ENVIRONMENTAL CONDITIONS-GRNT		0.00
E-9702-T011-T06.000		
HOME PROG INC EXPENSE		0.00
BEL CO COMMISSIONERS C.D.B.G. Dept Total		613,170.46
Expenses Fund Total		613,170.46

Fund U10 SHERIFF'S RESERVE ACCOUNT

Department 9710 SHERIFFS RESERVE ACCOUNT

E-9710-U010-U05.012		
EQUIPMENT		16,018.36
E-9710-U010-U06.000		
OTHER EXPENSES		0.00
E-9710-U010-U07.075		
ADVANCES-OUT		0.00
SHERIFFS RESERVE ACCOUNT Dept Total		16,018.36
Expenses Fund Total		16,018.36

Fund W20 LAW LIBRARY RESOURCES FUND

Department 9720 LAW LIBRARY RESOURCES FUND

E-9720-W020-W01.002		
SALARY - BOARD MEMBERS		0.00

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E-9720-W020-W02.002	
SALARY - CLERK	6,500.00
E-9720-W020-W03.003	
PERS	500.00
E-9720-W020-W04.004	
WORKERS' COMP	100.00
E-9720-W020-W05.005	
MEDICARE	100.00
E-9720-W020-W06.000	
OTHER EXPENSES	0.00
E-9720-W020-W07.010	
SUPPLIES	11,752.21
LAW LIBRARY RESOURCES FUND Dept	18,952.21
Total	
Expenses Fund Total	18,952.21

Fund W50 MARRIAGE LICENSE

Department 9711 MARRIAGE LICENSE

E-9711-W050-W03.000	
MARRIAGE LICENSE	6,339.00
MARRIAGE LICENSE Dept Total	6,339.00
Expenses Fund Total	6,339.00

Fund W80 PROSECUTOR'S - VICTIM PROGRAM

Department 1511 PROSECUTORS VICTIM ASSIST PROG

E-1511-W080-P01.002	
SALARIES	13,107.98
E-1511-W080-P02.010	
SUPPLIES	250.00
E-1511-W080-P03.000	
TRAVEL	28.00
E-1511-W080-P04.000	
OTHER EXPENSES	132.00
E-1511-W080-P05.003	
P.E.R.S.	0.00
E-1511-W080-P06.004	
WORKERS' COMPENSATION	0.00
E-1511-W080-P07.006	
HOSPITALIZATION INSURANCE	0.00
E-1511-W080-P08.005	
MEDICARE	0.00
E-1511-W080-P09.000	
PERSONAL - SVAA	0.00
E-1511-W080-P10.000	
TELEPHONE	0.00
E-1511-W080-P11.012	
EQUIPMENT	0.00
E-1511-W080-P13.000	
PRINTING	0.00
E-1511-W080-P14.000	
TRAINING	0.00
E-1511-W080-P15.000	
RENT	0.00

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E-1511-W080-P15.075	
ADVANCES OUT	0.00
E-1511-W080-P16.000	
CONSULTANTS	0.00
PROSECUTORS VICTIM ASSIST PROG Dept Total	13,517.98
Expenses Fund Total	13,517.98

Fund W81 D.R.E.T.A.C. PROSECUTORS

Department 1510 D.R.E.T.A.C. - PROSECUTORS EXP

E-1510-W081-P01.002	
SALARIES	90,000.00
E-1510-W081-P02.010	
SUPPLIES	0.00
E-1510-W081-P03.000	
TRAVEL	0.00
E-1510-W081-P04.000	
OTHER EXPENSES	0.00
E-1510-W081-P05.003	
P.E.R.S.	15,000.00
E-1510-W081-P06.004	
WORKERS' COMPENSATION	1,000.00
E-1510-W081-P07.006	
HOSPITALIZATION INSURANCE	25,000.00
E-1510-W081-P08.005	
MEDICARE	2,000.00
D.R.E.T.A.C. - PROSECUTORS EXP Dept Total	133,000.00
Expenses Fund Total	133,000.00

Fund W82 D.R.E.T.A.C.-TREASURER

Department 1410 D.R.E.T.A.C. - TREASURERS

E-1410-W082-T01.002	
SALARIES	60,000.00
E-1410-W082-T02.010	
SUPPLIES	10,000.00
E-1410-W082-T03.000	
TRAVEL	2,000.00
E-1410-W082-T04.000	
OTHER EXPENSES	346,073.03
E-1410-W082-T05.003	
P.E.R.S.	9,000.00
E-1410-W082-T06.004	
WORKERS' COMPENSATION	3,000.00
E-1410-W082-T07.006	
HOSPITALIZATION INSURANCE	3,000.00
E-1410-W082-T08.005	
MEDICARE	3,000.00
E-1410-W082-T09.011	
CONTRACT SERVICES	40,000.00
E-1410-W082-T10.000	
ADVERTISING AND PRINTING	40,000.00
D.R.E.T.A.C. - TREASURERS Dept Total	516,073.03

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Expenses Fund Total **516,073.03**

Fund W98 CEBCO WELLNESS GRANT

Department 1498 CEBCO WELLNESS GRANT

E-1498-W098-W01.000	
COMMUNICATION/MARKETING	0.00
E-1498-W098-W02.000	
INCENTIVES	0.00
E-1498-W098-W03.000	
EDUCATION	0.00
E-1498-W098-W04.010	
SUPPLIES	0.00
E-1498-W098-W05.000	
2015 EXPENSES	0.00
E-1498-W098-W06.074	
TRANSFERS OUT	0.00
E-1498-W098-W07.075	
ADVANCES OUT	0.00
E-1498-W098-W08.000	
2015 STAYWELL INCENTIVE	0.00
E-1498-W098-W09.000	
2016 EXPENSES	0.00
E-1498-W098-W10.000	
2016 STAYWELL INCENTIVE	0.00
E-1498-W098-W11.000	
2017 EXPENSES	0.00
E-1498-W098-W12.000	
2017 STAYWELL INCENTIVE	0.00
E-1498-W098-W13.000	
2020 EXPENSES	0.00
E-1498-W098-W14.000	
2020 STAYWELL INCENTIVE	0.00
E-1498-W098-W15.000	
2021 EXPENSES	0.00
E-1498-W098-W16.000	
2021 STAYWELL INCENTIVE	0.00
E-1498-W098-W17.000	
2022 EXPENSES	0.00
E-1498-W098-W18.000	
2022 STAYWELL INCENTIVE	0.00
E-1498-W098-W19.000	
2023 EXPENSES	5,100.98
E-1498-W098-W20.000	
2023 STAYWELL INCENTIVE	0.00
CEBCO WELLNESS GRANT Dept Total	5,100.98
Expenses Fund Total	5,100.98

Fund Y29 TAX CERTIFICATE ADM FUND

Department 9829 TAX CERTIFICATE ADM FUND

E-9829-Y029-Y05.000	
POSTAGE	30,000.00
E-9829-Y029-Y06.000	
LIEN RECORDING/RELEASE FEES	50,000.00

E-9829-Y029-Y07.000		
REFUNDS		20,000.00
E-9829-Y029-Y08.000		
MISCELLANEOUS		2,943.92
TAX CERTIFICATE ADM FUND Dept Total		102,943.92
Expenses Fund Total		102,943.92

Fund Y79 UNCLAIMED FORECLOSURE FUNDS

Department 9879 UNCLAIMED FORECLOSURE FUNDS

E-9879-Y079-Y03.000		
UNCLAIMED FUNDS		219,111.65
E-9879-Y079-Y04.074		
TRANSFERS OUT TO DRETAC		0.00
E-9879-Y079-Y05.074		
TRANSFERS OUT		0.00
UNCLAIMED FORECLOSURE FUNDS Dept Total		219,111.65
Expenses Fund Total		219,111.65

Grand Total for Expenses 161,427,024.93

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Absent

Mr. Meyer arrived after entering executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:15 AM.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:15 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Mr. Dutton said there are six motions to be considered as a result of executive session.

IN THE MATTER OF REVISING MOTION OF NOVEMBER 29, 2023, APPROVING HIRE OF JUSTINE SCHELL-GREEN AS FULL-TIME RN

Motion made by Mr. Dutton, seconded by Mr. Echemann to revise the motion made on November 29, 2023, to approve the hire of Justine Schell-Green as a full-time RN at Step 1 at the Belmont County Jail, effective November 30, 2023.

Note: The original motion did not list the step.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF RESCINDING MOTION OF DECEMBER 13, 2023, APPROVING THE HIRE OF CHRISTOPHER ALBAUGH/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to rescind the motion made on December 13, 2023 to hire Christopher Albaugh as a full-time Fleet and Route Manager at Senior Services of Belmont County.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING MOVING WILLIAM TOOTHMAN FROM FULL-TIME UNIT SUPPORT WORKER FLOATER TO FULL-TIME COOK/SSOBC

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Motion made by Mr. Dutton, seconded by Mr. Echemann to approve moving William Toothman, full-time Unit Support Worker Floater to full-time Cook at Senior Services of Belmont County, effective January 4, 2024.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING RESIGNATION OF
NORRIS MITCHELL, PART-TIME MEDICAL DRIVER/SSSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Norris Mitchell, part-time Medical Driver at Senior Services of Belmont County, effective December 20, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING RESIGNATION OF
BRANDI LEASURE, FULL-TIME COOK/SSSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Brandi Leasure, full-time Cook at Senior Services of Belmont County, effective January 3, 2024.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ACCEPTING RESIGNATION OF
KYLIE KERNAN, PART-TIME KENNEL STAFF**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the resignation of Kylie Kernan, part-time Kennel Staff at Belmont County Animal Shelter, effective December 31, 2023.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:24 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:24 a.m.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

Read, approved and signed this 10th day of January, 2024.

Jerry Echemann /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

We, Jerry Echemann and Bonnie Zuzak, 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.

Jerry Echemann /s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK