

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

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

**IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Dutton 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 \$1,627,820.68**

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

| <b>FROM</b>                              | <b>TO</b>                               | <b>AMOUNT</b> |
|--|---|---------------|
| E-0048-A002-K02.010 Supplies             | E-0051-A001-A10.000 Prof Services       | \$ 7,500.00   |
| E-0048-A002-K04.000 Destruction Costs    | E-0051-A001-A10.000 Prof Services       | \$ 1,500.00   |
| E-0048-A002-K05.000 Other Expenses       | E-0051-A001-A10.000 Prof Services       | \$ 1,000.00   |
| E-0051-A001-A03.010 Supplies             | E-0051-A001-A10.000 Prof Services       | \$ 7,500.00   |
| E-0051-A001-A09.000 Advertising/Printing | E-0051-A001-A10.000 Prof Services       | \$ 7,000.00   |
| E-0051-A001-A14.012 Equipment            | E-0051-A001-A10.000 Prof Services       | \$60,000.00   |
| E-0051-A001-A20.012 Equipment            | E-0051-A001-A10.000 Prof Services       | \$15,000.00   |
| E-0051-A001-A28.000 Other Expenses       | E-0051-A001-A13.000 Postage             | \$50,000.00   |
| E-0051-A001-A28.000 Other Expenses       | E-0055-A004-B18.000 Other Expenses      | \$20,000.00   |
| E-0051-A001-A28.000 Other Expenses       | E-0055-A004-B19.000 County Buildings    | \$10,000.00   |
| E-0052-A001-A92.011 Contract-Services    | E-0055-A004-B19.000 County Buildings    | \$37,764.64   |
| E-0064-A002-A06.000 Transcripts          | E-0055-A004-B19.000 County Buildings    | \$10,148.00   |
| E-0057-A006-F09.011 Contract-Services    | E-0057-A006-F06.011 Veterinary Services | \$10,000.00   |
| E-0257-A015-A14.000 Attorney Fees        | E-0257-A015-A13.000 Other Expenses      | \$ 1,450.00   |
| E-0257-A015-A14.000 Attorney Fees        | E-0055-A004-B19.000 County Buildings    | \$16,000.00   |
| E-0257-A017-A00.000 Contingencies        | E-0257-A015-A15.074 Transfers-Out       | \$78,461.80   |

**N29 CAPITAL PROJECTS-FACILITIES FUND**

| <b>FROM</b>                            | <b>TO</b>                             | <b>AMOUNT</b> |
|--|---------------------------------------|---------------|
| E-9029-N029-N02.055 CH Building Repair | E-9029-N029-N10.051 Interest Payments | \$ 16,558.80  |

**P53 SSD #2 REVENUE FUND/BCSSD**

| <b>FROM</b>                         | <b>TO</b>                    | <b>AMOUNT</b> |
|-------------------------------------|------------------------------|---------------|
| E-3705-P053-P09.000 Sewage Disposal | E-9705-P053-P18.013 Services | \$ 600.00     |

**P80 OAKVIEW ADMIN BLDG FUND**

| <b>FROM</b>                   | <b>TO</b>                        | <b>AMOUNT</b> |
|-------------------------------|----------------------------------|---------------|
| E-5000-P080-P03.000 Utilities | E-5000-P080-P06.000 Maint/Repair | \$ 1,000.00   |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-0257-A015-A15.074 Transfers Out | R-9029-N029-N04.574 Transfers In | \$205,202.65  |
| E-0257-A015-A15.074 Transfers Out | R-9029-N029-N04.574 Transfers In | \$78,461.80   |

*Additional funds needed for Note Payment due 08/31/17*

**P05 WWS #3 REVENUE FUND AND THE O09 BOND RETIREMENT-WATERLINE EXT PROJECT/BCSSD**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9206-O009-O08.574 Transfers In | \$17,524.20   |

**P05 WWS #3 REVENUE FUND AND THE O11 MT. VICTORY BOND RETIREMENT/BCSSD**

| <b>FROM</b>                      | <b>TO</b>                       | <b>AMOUNT</b> |
|----------------------------------|---------------------------------|---------------|
| E-3702-P005-P34.074 Transfer Out | R-9311-O011-O04.574 Transfer In | \$6,000.00    |

**P05 WWS #3 REVENUE FUND AND THE O50 NOTE RETIREMENT FUND-2014 WATER SYSTEM IMPROVEMENTS**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3702-P005-P34.074 Transfers Out | R-9250-O050-O10.574 Transfers In | \$13,750.00   |

**P53 SSD #2 REVENUE FUND AND THE O10 BOND RETIREMENT-FORCE MAIN EXTENSION PROJECT**

| <b>FROM</b>                       | <b>TO</b>                        | <b>AMOUNT</b> |
|-----------------------------------|----------------------------------|---------------|
| E-3705-P053-P16.074 Transfers Out | R-9207-O010-O05.574 Transfers In | \$40,100.22   |

**T08 DOMESTIC VIOLENCE GRANT AND THE BELMONT COUNTY GENERAL FUND**

| <b>FROM</b>                          | <b>TO</b>                             | <b>AMOUNT</b> |
|--------------------------------------|---------------------------------------|---------------|
| E-5105-T008-T01.002 Salaries         | E-0131-A006-A02.002 Salaries          | \$7,842.90    |
| E-5105-T008-T02.003 PERS/SPRS        | E-0131-A006-A13.003 PERS/SPRS         | \$1,419.56    |
| E-5105-T008-T03.006 Health Insurance | E-0256-A014-A06.006 Group & Liability | \$2,956.52    |
| E-5105-T008-T04.004 Workers Comp     | E-0256-A014-A14.004 Workers Comp      | \$313.72      |
| E-5105-T008-T08.005 Medicare         | E-0256-A014-A07.005 Medicare          | \$78.42       |

**T10 WATER & SEWER GUARANTEE DEPOSIT FUND AND OTHER VARIOUS FUNDS**

| <b>FROM</b> | <b>TO</b> | <b>AMOUNT</b> |
|-------------|-----------|---------------|
|-------------|-----------|---------------|

August 16, 2017

|                                   |                                  |            |
|-----------------------------------|----------------------------------|------------|
| E-3711-T010-T04.074 Transfers Out | R-3702-P005-P15.574 Transfers In | \$3,468.07 |
| E-3711-T010-T04.074 Transfers Out | R-3705-P053-P08.574 Transfers In | \$1,513.68 |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR  
VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 16, 2017:

**CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

|  |                               |            |
|--|-------------------------------|------------|
| <u>A00 General Fund</u>                |                               |            |
| E-0011-A001-B04.012                    | Equipment                     | \$ 831.72  |
| <u>P80 Oakview Admin. Bldg. Fund</u>   |                               |            |
| E-5000-P080-P05.000                    | Materials                     | \$3,496.36 |
| <u>S76 Smart Ohio Pilot Grant Fund</u> |                               |            |
| E-1519-S076-S06.011                    | Expenses 2016/2017 Grant Year | \$1,022.35 |

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 3, 2017\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

|                     |                         |              |
|---------------------|-------------------------|--------------|
| E-9029-N029-N09.050 | Principal Loan Payments | \$822,770.76 |
|---------------------|-------------------------|--------------|

**N86 T.I.D. FUND**

|                     |                   |             |
|---------------------|-------------------|-------------|
| E-9086-N086-N07.051 | Interest Payments | \$68,750.00 |
|---------------------|-------------------|-------------|

**Y30 ISSUE TWO MATCH MONIES FUND/ENGINEERS**

|                     |                                 |          |
|---------------------|---------------------------------|----------|
| E-9830-Y030-Y10.000 | Project Payments-Capital Outlay | \$500.00 |
|---------------------|---------------------------------|----------|

**\*\*FEBRUARY 15, 2017\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

|                     |                         |              |
|---------------------|-------------------------|--------------|
| E-9029-N029-N09.050 | Principal Loan Payments | \$183,390.86 |
|---------------------|-------------------------|--------------|

**\*\*MAY 10, 2017\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

|                     |                         |              |
|---------------------|-------------------------|--------------|
| E-9029-N029-N09.050 | Principal Loan Payments | \$213,410.13 |
|---------------------|-------------------------|--------------|

**\*\*AUGUST 16, 2017\*\***

**A00 GENERAL FUND**

|                     |               |              |
|---------------------|---------------|--------------|
| E-0257-A015-A15.074 | Transfers-Out | \$205,202.65 |
|---------------------|---------------|--------------|

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

|                     |                            |            |
|---------------------|----------------------------|------------|
| E-2600-H005-H14.000 | OH Works Incentive Program | \$1,500.00 |
|---------------------|----------------------------|------------|

**L01 SOIL CONSERVATION FUND/BSWCD**

|                     |          |             |
|---------------------|----------|-------------|
| E-1810-L001-L01.002 | Salaries | \$15,365.00 |
|---------------------|----------|-------------|

**N29 CAPITAL PROJECTS-FACILITIES FUND**

|                     |                         |              |
|---------------------|-------------------------|--------------|
| E-9029-N029-N09.050 | Principal Loan Payments | \$205,202.65 |
|---------------------|-------------------------|--------------|

|                     |                         |             |
|---------------------|-------------------------|-------------|
| E-9029-N029-N09.050 | Principal Loan Payments | \$75,225.60 |
|---------------------|-------------------------|-------------|

|                     |                   |            |
|---------------------|-------------------|------------|
| E-9029-N029-N10.051 | Interest Payments | \$4,066.20 |
|---------------------|-------------------|------------|

**N86 T.I.D. FUND**

|                     |                   |                |
|---------------------|-------------------|----------------|
| E-9086-N086-N06.050 | Principal Payment | \$5,000,000.00 |
|---------------------|-------------------|----------------|

**O50 NOTE RETIREMENT FUND-2014 WATER SYSTEM IMPROVMENTS**

|                     |                   |                |
|---------------------|-------------------|----------------|
| E-9250-O050-O01.050 | Principal Payment | \$1,000,000.00 |
|---------------------|-------------------|----------------|

|                     |                  |              |
|---------------------|------------------|--------------|
| E-9250-O050-O02.051 | Interest Payment | \$ 13,750.00 |
|---------------------|------------------|--------------|

**P90 SPECIAL EMERGENCY PLANNING FUND-LEPC**

|                     |          |             |
|---------------------|----------|-------------|
| E-1720-P090-P07.002 | Salaries | \$20,000.00 |
|---------------------|----------|-------------|

|                     |      |            |
|---------------------|------|------------|
| E-1720-P090-P08.003 | PERS | \$2,000.00 |
|---------------------|------|------------|

|                     |              |          |
|---------------------|--------------|----------|
| E-1720-P090-P09.004 | Workers Comp | \$417.00 |
|---------------------|--------------|----------|

**S75 MHAS SUBSIDY GRANT FUND**

|                     |          |             |
|---------------------|----------|-------------|
| E-1518-S075-S03.002 | Salaries | \$50,000.00 |
|---------------------|----------|-------------|

**S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND**

|                     |          |            |
|---------------------|----------|------------|
| E-1520-S077-S01.002 | Salaries | \$2,357.00 |
|---------------------|----------|------------|

|                     |                 |            |
|---------------------|-----------------|------------|
| E-1520-S077-S04.006 | Hospitalization | \$2,357.00 |
|---------------------|-----------------|------------|

**T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

|                     |          |            |
|---------------------|----------|------------|
| E-5105-T008-T01.002 | Salaries | \$7,842.90 |
|---------------------|----------|------------|

|                     |           |            |
|---------------------|-----------|------------|
| E-5105-T008-T02.003 | PERS/SPRS | \$1,419.56 |
|---------------------|-----------|------------|

|                     |                  |            |
|---------------------|------------------|------------|
| E-5105-T008-T03.006 | Health Insurance | \$2,956.52 |
|---------------------|------------------|------------|

|                     |              |          |
|---------------------|--------------|----------|
| E-5105-T008-T04.004 | Workers Comp | \$313.72 |
|---------------------|--------------|----------|

|                     |          |         |
|---------------------|----------|---------|
| E-5105-T008-T08.005 | Medicare | \$78.42 |
|---------------------|----------|---------|

**SHERIFF/VARIOUS**

|                     |         |            |
|---------------------|---------|------------|
| E-0131-A006-A09.000 | Medical | \$1,074.15 |
|---------------------|---------|------------|

|                     |        |          |
|---------------------|--------|----------|
| E-0131-A006-A21.000 | Towing | \$250.00 |
|---------------------|--------|----------|

|                     |            |          |
|---------------------|------------|----------|
| E-0131-A006-A23.000 | Background | \$288.00 |
|---------------------|------------|----------|

|                     |        |          |
|---------------------|--------|----------|
| E-0131-A006-A24.000 | E-SORN | \$150.00 |
|---------------------|--------|----------|

|                     |             |            |
|---------------------|-------------|------------|
| E-0131-A006-A32.000 | Warrant Fee | \$1,020.00 |
|---------------------|-------------|------------|

|                     |                    |         |
|---------------------|--------------------|---------|
| E-1652-B016-B02.000 | Education Expenses | \$50.00 |
|---------------------|--------------------|---------|

|                     |          |            |
|---------------------|----------|------------|
| E-5100-S000-S01.010 | Supplies | \$6,656.31 |
|---------------------|----------|------------|

|                     |             |            |
|---------------------|-------------|------------|
| E-5101-S001-S06.000 | CCW License | \$1,385.00 |
|---------------------|-------------|------------|

|                     |               |            |
|---------------------|---------------|------------|
| E-5101-S001-S07.012 | CCW Equipment | \$1,383.00 |
|---------------------|---------------|------------|

|                     |         |            |
|---------------------|---------|------------|
| E-9710-U010-U06.000 | Reserve | \$7,728.38 |
|---------------------|---------|------------|

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

August 16, 2017

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont Co. Budget Commission certify the following monies.

**CASINO REVENUE Q2-2017/GENERAL FUND-\$205,202.65** deposited into R-0010-A000-A06.500 on 08/01/17

**N29 FUND/REIMBURSEMENT OF ISSUANCE FEES-\$830.00** deposited into R-9029-N029-N01.500 ON 02/27/17.

**N29 FUND/TRANSFER FROM GENERAL FUND FOR NOTE-\$78,461.80** transferred from the General Fund to the N29 Fund on 08/16/17.

**N29 FUND/CASINO REVENUE Q2-2017-\$205,202.65** transferred from the General Fund to the N29 Fund on 08/16/17.

**P80 FUND/2016 CARRY-OVER PO**

PO# 521367 E-5000-P080-P05.000 Materials \$3,496.36

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING  
THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated August 16, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**BUILDING AND GROUNDS**-Jack Regis and Ryan Cervelli to Columbus, OH, on August 25, 2017, to attend the CORSA Annual Membership meeting. A county vehicle will be used for travel.

**COMMISSIONERS**-Mark A. Thomas and J. P. Dutton to Washington, D.C. on August 28-30, 2017, to attend the White House Conference/Tour for Ohio Commissioners. A county vehicle will be used for travel.

**SSOBC**-Gary Armitage to Cambridge, OH, on August 23, 2017, to attend a Community Stakeholders meeting. Sue Hines to Berlin, OH, on September 14, 2017, for a senior outing to Amish Country. Ron Strader to Sugar Creek, OH, on September 22, 2017, for a senior outing to Amish Country. Kay Driscoll to Rogers, OH, on September 22, 2017, for a senior outing to Rogers Flea Market. County vehicles will be used for travel.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 9, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Commissioner Thomas made the following announcement:

The Board will hold its regular meeting on Thursday, August 31 instead of Wednesday, August 30, due to a scheduling conflict.

*Note: Board will attend the Ohio County Commissioners' White House Conference on August 29 in Washington, D. C. and related CCAO and NACo events on Aug 28.*

**IN THE MATTER OF APPROVING THE CONTRACT FOR SCHOOL RESOURCE  
OFFICER (SRO) /BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and execute the Contract for School Resource Officer (SRO) Between the Bridgeport Exempted Village School District, the Belmont County Commissioners the Belmont County Sheriff's Office that will provide for reimbursement from BEVSD to the county of \$27.71 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2017-2018 school year.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)  
BETWEEN THE BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT  
BOARD OF EDUCATION, THE BELMONT COUNTY COMMISSIONERS AND  
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2017-2018 school year, is made and entered into by and between the Bridgeport Exempted Village School District Board of Education ("BEVSD") and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in BEVSD schools.

**I. Purpose of Contract**

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

**II. Term**

In consideration of the funds to be paid by the BEVSD to the Sheriff's Office, the Sheriff's Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools. During the time period in which the deputy is acting as SRO for the BEVSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BEVSD shall utilize the services of the SRO for two hundred (200) days that will be primarily during the regular student school year. BEVSD shall utilize the services of the SRO for eight (8) hours per day during the two-hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the BEVSD and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall sent to the Sheriff's Office on a weekly basis.

BEVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BEVSD shall pay to the Sheriff's Office **\$27.71 per hour** for time reported by the SRO, which includes all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur,

including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BEVSD will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward the next billing cycle, should the SRO program continue.

The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BEVSD will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2017, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

### **III. Mission, Goals and Objectives**

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BEVSD facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

### **IV. Organizational Structure**

#### **A. Composition**

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

#### **B. Supervision**

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BEVSD.

### **V. Procedures**

#### **A. Selection**

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

#### **B. SRO Program Structure**

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BEVSD shall maintain full, final, and plenary authority over curriculum and instruction in the BEVSD, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

#### **C. Duties and Responsibilities of the SRO**

The duties and responsibilities of the SRO will include, but not be limited to:

1. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
2. Completion of reports and investigation of crimes committed on campus.
3. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BEVSD. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
4. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
5. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
6. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
7. Conferencing with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
8. Complying with all laws, regulations, and school board policies applicable to employees of BEVSD, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights

and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.

9. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
10. Providing information concerning questions about law enforcement topics to students and staff.
11. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
12. Preparing lesson plans necessary for approved classroom instruction.
13. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
14. Advising students, staff, and faculty on a limited basis.
15. Attending school extracurricular activities as needed. Off duty assignments are not included.
16. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
17. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
18. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

**D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)**

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.
2. Ensuring SRO compliance with providing agency's directives,
3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
4. Evaluation of SRO.

**E. BEVSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:**

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

**F. Enforcement**

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed.

The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

**VI. TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BEVSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

**VII. NOTICE**

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BEVSD:

Bridgeport Exempted Village School District  
55781 Industrial Drive  
Bridgeport, Ohio 43912

If to the Sheriff's Office:

Belmont County Sheriff  
68137 Hammond Road  
St. Clairsville, Ohio 43950

This has been agreed to in cooperation with BEVSD and the Sheriff's Office. As agreed to and in partnership with:

|                                |   |
|--------------------------------|---|
| <b>BELMONT COUNTY SHERIFF:</b> | <b>BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT:</b> |
| By: _____                      | By: _____   |
| Date: _____                    | Date: _____   |

**BELMONT COUNTY COMMISSIONERS:**  
Mark A. Thomas /s/  
 Mark A. Thomas, President  
J. P. Dutton /s/  
 J. P. Dutton, Vice President  
Josh Meyer /s/  
 Josh Meyer

**APPROVED AS TO FORM:**  
 By David K. Liberati /s/ Assist P. A.  
 Title David K. Liberati, Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Zac Shutler, Bridgeport School District Superintendent, was present. He thanked the Board of Commissioners for the agreement which will allow a resource officer to be in the school. He said it will be a valued position regarding safety, teaching dangers of substance abuse and prevention safety, and developing a strong community relationship with the Sheriff's office.

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) FOR THE TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP) GRANT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Memorandum of Understanding (MOU) for the Targeted Community Alternatives to Prison (T-CAP) Grant available through the Ohio Department of Rehabilitation.

August 16, 2017

*Note: Belmont County plans to use T-CAP funds for a wide range of community corrections alternatives which may include, but are not limited to, local jail incarceration, drug/alcohol testing, drug and alcohol treatment (non-residential and residential) and community service programs.*

TARGETED COMMUNITY ALTERNATIVES TO PRISON  
MEMORANDUM OF UNDERSTANDING  
BELMONT COUNTY  
AUGUST 2017

Name: Ed Gorence  
E-Mail: [ed.gorence@co.belmont.oh.us](mailto:ed.gorence@co.belmont.oh.us)  
County: BELMONT  
Phone: (740) 695-3917  
County Plan

Belmont County plans to use T-CAP funds for a wide range of community corrections alternatives. These may include, but are not limited to, local jail incarceration, drug/alcohol testing, drug and alcohol treatment (non-residential and residential) and community service programs. This community has been hit hard by the heroin epidemic and these funds are essential in making our community safer and healthier. Nonresidential drug treatment alternatives will be provided by several community agencies. Residential drug treatment will be provided in cooperation with the Eastern Ohio Correction Center and The Crossroads Agency.

To accomplish its goals the Court will offer support for the expansion of the Medication Assistance Treatment program currently provided by the Eastern Ohio Correction Center.

It is estimated that local incarceration in the Belmont County jail will not exceed 25% of the grant amount.

County Specifications

The Belmont County T-CAP program will use local incarceration via the Belmont County Jail on an as needed basis. It is estimated that local incarceration will not exceed 25% of the total grant amount. Local incarceration costs will be reimbursed at a rate of \$55.00 per day, or the actual cost of incarceration (per 5149.38(f)(3)(c)) which ever is the lesser amount, multiplied by the number of days each offender is incarcerated.

The County will contribute up to 10% of the Grant funds to expand the MAT program of the Eastern Ohio Correction Center. These funds will enable EOCC to expand drug and alcohol treatment staff. Currently nearly 90% of the EOCC population is in need of various levels of Drug Treatment and additional staff is needed. The contribution amount will be determined exclusively based on the Court's needs and amounts contributed by other EOCC member counties, but it is anticipated will not exceed 10% of the Grant amount.

Fiscal Calculations

Based on Code Section 5149.38(F)(3):

The Belmont County Sheriff has determined the actual cost of housing the specified prisoners in the Belmont County Jail for Fiscal Year 2017 to be \$55.00 per day.

The total estimate is reflected below;

| T-CAP FUNDING | BI-ANNUAL           | ANNUAL              |
|---------------|---------------------|---------------------|
| 25% to BCSD   | \$70,983.00         | \$35,491.50         |
| 10% to EOCC   | \$28,393.20         | \$14,196.60         |
| Drug Testing  | \$84,000.00         | \$42,000.00         |
| Personnel     | \$100,555.80        | \$50,277.90         |
| <b>TOTAL</b>  | <b>\$283,932.00</b> | <b>\$141,966.00</b> |

Grant Contact Person

Ed Gorence

County Considerations

*Mark A. Thomas /s/*  
Belmont County Commissioner  
*David M. Lucas /s/*  
Belmont County Sheriff David M. Lucas  
*Frank A. Fregiato /s/*  
Frank A. Fregiato, Administrative Judge  
Belmont County Common Pleas Court

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXECUTING THE FAA GRANT AGREEMENT, AIP GRANT  
NUMBER 3-39-0007-012-2017, FOR THE BARNESVILLE-BRADFIELD AIRPORT PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Meyer, as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, Mark A. Thomas, to execute the FAA Grant Agreement, AIP Grant Number 3-39-0007-012-2017, for the Barnesville-Bradfield Airport project to acquire land for approach protection.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION  
FOR VACATION OF A PORTION OF PULTNEY TWP. RD 1622 (SHERYL AVE.)  
PULTNEY TWP. SEC. 29, T-2, R-4/RD. IMP 1158**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the following Public Road Petition submitted by the Pultney Township Trustees for "the vacation of a portion of Pultney Twp. Rd. 1622 (Sheryl Avenue) located in Pultney Township, Sec. 29, T-2, R-2 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1158 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.045  
WITHOUT PETITION BY TRUSTEES**

Belmont County, Ohio

August 8, 2017  
IMP-1158

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

*The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Pultney Twp. Rd. 1622 Sheryl Ave. located in Sunrise Hill 6<sup>th</sup> Addition Plat which is in Pultney Sec. 29 T-2 R-2 and recorded in Cab. E Slide 292 in the Belmont County Recorder's Office a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*



August 16, 2017

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

Beginning at a point at the south end of Parcel #26-03261.018 and going 346 feet south to the cul-de-sac with a width of 40 feet and a 80 foot diameter cul-de-sac.

**Pultney Township Resolution 2017-01**

A resolution to vacate a portion of Sheryl Avenue in the Sunrise Hill Plat -6<sup>th</sup> Addition.

Pursuant to Ohio Revised Code Section 553.045, at the regularly scheduled meeting of the Pultney Township Trustees on June 29<sup>th</sup>, 2017, The Trustees voted to petition Belmont County, State of Ohio, to vacate the far back portion of Sheryl Avenue, Bellaire, and to relocate the existing Cul-de-sac to the front of property now owned by Troy and Jody Berletch.

Said property is owned by Troy and Jody Berletch who's tax mailing address is:  
63312 Dana Avenue, Bellaire, Ohio 43906.

Scott Porter /s/

Scott Porter Trustee

Franklin Shaffer /s/

Franklin Shaffer

Mark Cervelli /s/

Mark Cervelli

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF THE VACATION OF A  
PORTION OF PULTNEY TWP. RD 1622 (SHERYL AVE.)  
PULTNEY TWP. SEC. 29 T-2, R-2/RD IMP 1158**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice  
Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1158**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 16th day of August, 2017 at the office of the Commissioners with the following members present:

Mr. Thomas

Mr. Dutton

Mr. Meyer

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by the Pultney Township Trustees has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Pultney Township Road 1622 (Sheryl Avenue) located in Sunrise Hill 6<sup>th</sup> Addition Plat located in Pultney Township, Section 29, T-2, R-2 and recorded in Cabinet E Slide 292 in the office of the Belmont County Recorder.

RESOLVED, That the 31<sup>st</sup> day of August, 2017 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 6th day of September, 2017, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Adopted August 16, 2017

Jayne Long /s/

Clerk, Belmont County, Ohio

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

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

**ROAD IMP. # 1158**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, a petition filed by the Pultney Township Trustees requesting the vacation of a portion of Pultney Twp. Road, 1622 (Sheryl Avenue) located in Sunrise Hill 6<sup>th</sup> Addition Plat located in Pultney Township, Section 29, T-2, R-2, and recorded in Cabinet E Slide 292 in the Belmont County Recorder's office, the general route and termini of which Road are as follows:

*Beginning at a point at the south end of Parcel #26-03261.018 and going 346 feet south to the cul-de-sac with a width of 40 feet and an 80 foot diameter cul-de-sac.*

Said Board of County Commissioners has fixed the 31<sup>st</sup> day of August, 2017, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 6th day of September, 2017, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

**By Order of the Board of County Commissioners,  
Belmont County, Ohio**

Jayne Long /s/

Jayne Long, Clerk

**ADV. TIMES LEADER (2) Tuesdays – August 22, 2017 and August 29, 2017**

**IN THE MATTER OF APPROVING APPLICATION FOR  
USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BARNESVILLE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the Village of Barnesville's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$39,750.48, based upon the recommendation of Belmont County Engineer, Terry Lively, for proposed improvements to the following:

East Pike Street (S. Lincoln Ave. to S. Chestnut)

Note: The estimated cost is \$44,802.00 of which \$39,750.48 is from this source.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
|------------|-----|

August 16, 2017

Mr. Dutton                      Yes  
Mr. Meyer                        Yes

**IN THE MATTER OF ENTERING INTO AN OIL  
AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Commissioners and Ascent Resources - Utica, LLC, effective August 16, 2017, in the amount of \$5,000 per net leasehold acre for 0.0136 acres, Parcel# 60-60001.000 and Parcel# 54-60009.000 located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$683.08.

**PAID-UP  
OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 16<sup>th</sup> day of August, 2017, by and between: **Belmont County Sanitary Sewer District No. 3, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners, by Mark A. Thomas, J. P. Dutton, and Josh Meyer**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

**LEASING CLAUSE.** Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

**DESCRIPTION.** The Leasehold is located in the Township of **Colerain**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

Township: 6; Range: 3; Section 11; SW ¼: Tax Parcel No.: 60-60001.000, Containing 0.036 acres Township: 6; Range: 3; Section 10; NW ¼: Tax Parcel No.: 54-60009.000, Containing 0.100616 acres

**See attached Exhibit "B" attached hereto and made a part hereof.**

and described for the purposes of this agreement as containing a total of 0.136616 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5) years from 12:00 A.M. August 16, 2017** (effective date) to 11:59 P.M. **August 15, 2022** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or

oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

**EXTENSION OF PRIMARY TERM.** Lessee has the option to extend the primary term of this Lease for one additional term of **Five (5) years** from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

**(A) CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

**(B) LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

**PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor,



proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event

August 16, 2017

that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage

payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re- enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees, at no cost to Lessor, to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**Belmont County Sanitary Sewer District No. 3, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners**

Mark A. Thomas /s/

**Mark A. Thomas**

J. P. Dutton /s/

**J. P. Dutton**

Josh Meyer /s/

**Josh Meyer**

August 16, 2017

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPOINTMENTS TO THE  
BELMONT COUNTY FLOODPLAIN APPEALS BOARD**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following appointments to the Belmont County Floodplain Appeals Board for a (2) two-year term effectively immediately:

**Don Pickenpaugh, Director, Belmont County GIS Department**

**Bob Griffin, Surveyor, JHA Companies**

**Richard Theaker II, Mansell Theaker & Son Excavating**

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF ADVERTISING FOR BIDS FOR  
FORMER JAIL STRUCTURE RESTORATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to advertise for bids for the Former Jail Structure Restoration Project and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**Legal Notice**

Sealed bids will be received by Board of Commissioners of Belmont County, Ohio (the "County"), as provided in this notice for the Former Jail Structure Restoration Project (the "Project"). Contract documents, which include additional details of the Project, are on file and available to view at the office of the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950; Phone: (740) 699.2155. Contract documents are available to purchase through WDC Group, 23 S. Center St., Springfield, Ohio 45502; Phone: (937) 325-9991; Email: [cavec@wdc-group.com](mailto:cavec@wdc-group.com).

A Pre-Bid Conference for all interested contractors will be held at the County Administration Building Annex 3, 101 N. Market, St. Clairsville, Ohio 43950, on Tuesday, August 29, 2017 at 10:00 a.m. LOCAL TIME. Contract Documents will be available at the Pre Bid Conference. Contractors should notify WDC Group via email at [cavec@wdc-group.com](mailto:cavec@wdc-group.com) that they will be attending the Pre Bid and to reserve their set drawings and specifications. Each contractor must request from the Architect a set of contract documents desired to obtain prior to attending the Pre-Bid. Deposit for each set of documents is \$100.00 cash or two checks, in the amount of \$50.00 each, made payable to Board of Commissioners of Belmont County, Ohio. Half of the deposit is refundable if the set is returned. Deposits returned only upon receipt of Documents in good condition within 10 days following the contract award.

Bids shall be enclosed in a sealed envelope addressed to Belmont County Commissioners, ATTN: Jayne Long, Clerk, 101 West Main Street, St. Clairsville, Ohio 43950 and plainly marked on the outside "FORMER JAIL STRUCTURE RESTORATION PROJECT BID." Bids will be received until 9:45 AM, local time, September 6, 2017.

Questions regarding plans and specifications should be addressed in writing to WDC Group, LLC, Attn: Christina Cave at [cavec@wdc-group.com](mailto:cavec@wdc-group.com).

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the County reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners  
of Belmont County, Ohio

*Jayne Long /s/*

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays, August 22, 2017 and August 29, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF FULL-TIME DRIVER JAMES HOOD/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of James Hood, full-time driver for Senior Services of Belmont County, effective August 16, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF HIRING TIFFANY ENGLISH  
AS FULL-TIME REGISTERED NURSE/JAIL & SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Tiffany English as a full-time Registered Nurse for the Belmont County Jail and Sargus Center, effective September 3, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF HIRING CHAD WARE  
AS PART-TIME DRIVER /SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Chad Ware as part-time driver for Senior Services of Belmont County, effective August 21, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING PROPOSAL FROM  
KARRAS PAINTING, LLC/JUVENILE AND PROBATE COURT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the proposal dated July 31, 2017, from Karras Painting, LLC, in the amount of \$13,577.00 for all labor, materials, and supplies to paint the Belmont County Juvenile and Probate Court office space and restrooms (excluding the courtroom) on the second floor of the Belmont County Courthouse.

August 16, 2017

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**IN THE MATTER OF APPROVING ESTIMATE FROM VALLEY FLOORS/ JUVENILE AND PROBATE COURT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the estimate dated June 7, 2017, from Valley Floors in the amount of \$17,801.12 for all labor, materials, and supplies to replace the flooring in the Belmont County Juvenile and Probate Court office space and restrooms (excluding the courtroom) on the second floor of the Belmont County Courthouse.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING THE SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL FROM L3 COMMUNICATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Select Schedule Annual Equipment Maintenance Contract Proposal, Proposal No. S-11-17-2017, from L-3 Communications Security and Detection Systems, Inc., in the amount of five thousand six-hundred dollars (\$5,600.00), for the annual preventive maintenance of the x-ray scanner at the Belmont County Courthouse, for the period of November 17, 2017 through November 16, 2018.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |
| Mr. Thomas | Yes |

**IN THE MATTER OF APPROVING THE CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO) /BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and execute the Contract for School Resource Officer (SRO) Between the Belmont Harrison Vocational School District, the Belmont County Commissioners the Belmont County Sheriff's Office that will provide for reimbursement from BHVSD to the county of \$27.71 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2017-2018 school year.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)  
BETWEEN THE BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT,  
THE BELMONT COUNTY COMMISSIONERS AND  
THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2017-2018 school year, is made and entered into by and between the Belmont Harrison Vocational School District Board of Education ("BHVSD") and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in Belmont Harrison Vocational School District's Belmont Career Center site.

**I. Purpose of Contract**

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

**II. Term**

In consideration of the funds to be paid by the BHVSD to the Sheriff's Office, the Sheriff's Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools. During the time period in which the deputy is acting as SRO for the BHVSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BHVSD shall utilize the services of the SRO for two hundred (200) days that will be primarily during the regular student school year. BHVSD shall utilize the services of the SRO for eight (8) hours per day during the two-hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the BHVSD and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall sent to the Sheriff's Office on a weekly basis.

BHVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BHVSD shall pay to the Sheriff's Office **\$27.71 per hour** for time reported by the SRO, which includes all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BHVSD will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward the next billing cycle, should the SRO program continue.

The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.

The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BHVSD will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2017, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

**III. Mission, Goals and Objectives**

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BHVSD facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

**IV. Organizational Structure**

**A. Composition**

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

**B. Supervision**

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BHVSD.

**V. Procedures**

**A. Selection**

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

**B. SRO Program Structure**

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BHVSD shall maintain full, final, and plenary authority over curriculum and instruction in the BHVSD, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

**C. Duties and Responsibilities of the SRO**

The duties and responsibilities of the SRO will include, but not be limited to:

19. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
20. Completion of reports and investigation of crimes committed on campus.
21. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BHVSD. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
22. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
23. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
24. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
25. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
26. Complying with all laws, regulations, and school board policies applicable to employees of BHVSD, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
27. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
28. Providing information concerning questions about law enforcement topics to students and staff.
29. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
30. Preparing lesson plans necessary for approved classroom instruction.
31. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
32. Advising students, staff, and faculty on a limited basis.
33. Attending school extracurricular activities as needed. Off duty assignments are not included.
34. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
35. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
36. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

**D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)**

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

1. Coordinating work assignments of the SROs.
2. Ensuring SRO compliance with providing agency's directives,
3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
4. Evaluation of SRO.

**E. BHVSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:**

1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.

- 2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

**F. Enforcement**

Although SROs have been placed in a formal educational environment, they are not relieved of their official duties as an enforcement officer. The SRO shall intervene, when it is necessary, to prevent any criminal act or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with State and federal law, and department policy. The SRO or the Sheriff's Office will have the final decision on whether criminal charges shall be filed. The providing agency will reserve the right to temporarily remove the SRO in the event that additional officers are needed during a critical incident or natural disaster.

**VI. TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BHVSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

**VII. NOTICE**

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BHVSD:

Belmont Harrison Vocational School District  
68090 Hammond Road  
St. Clairsville, Ohio 43950

If to the Sheriff's Office:

Belmont County Sheriff  
68137 Hammond Road  
St. Clairsville, Ohio 43950

This has been agreed to in cooperation with BHVSD and the Sheriff's Office. As agreed to and in partnership with:

|   |   |
|---|---|
| <p><b>BELMONT COUNTY SHERIFF:</b><br/>By: _____<br/>Date: _____</p> <p><b>BELMONT COUNTY COMMISSIONERS:</b><br/><u>Mark A. Thomas /s/</u><br/>Mark A. Thomas, President<br/><u>J. P. Dutton /s/</u><br/>J. P. Dutton, Vice President<br/><u>Josh Meyer /s/</u><br/>Josh Meyer</p> | <p><b>BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT:</b><br/>By: _____<br/>By: _____<br/>Date: _____</p> <p><b>APPROVED AS TO FORM:</b><br/>By <u>David K. Liberati /s/ Assist P. A</u></p> <p><b>Title</b> <u>David K. Liberati, Belmont County Assistant Prosecuting Attorney</u></p> |
|---|---|

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF APPROVING THE CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO) /BELLAIRE LOCAL SCHOOL DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and execute the Contract for School Resource Officer (SRO) Between the Bellaire Local School District, the Belmont County Commissioners the Belmont County Sheriff's Office that will provide for reimbursement from BLSLSD to the county of \$27.71 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2017-2018 school year.

**CONTRACT FOR SCHOOL RESOURCE OFFICER (SRO)  
BETWEEN THE BELLAIRE LOCAL SCHOOL DISTRICT, THE BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF'S OFFICE**

This Contract (hereinafter "Contract"), effective for the 2017-2018 school year, is made and entered into by and between the Bellaire Local School District Board of Education ("BLSLSD") and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in BLSLSD schools.

**I. Purpose of Contract**

The Contract formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Law Enforcement officer and the youth of our community, with the goal of reducing crime, committed by juveniles and young adults. This Contract delineates the mission, organizational structure, and procedures of the School Resource Officer ("SRO") Program ("SRO Program").

**II. Term**

In consideration of the funds to be paid by the BLSLSD to the Sheriff's Office, the Sheriff's Office agrees to provide the schools a deputy, who shall act as the SRO for the schools, and who shall perform all police functions, exercise police power, and render such police assistance and services as the district may require for any of the schools. During the time period in which the deputy is acting as SRO for the BLSLSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BLSLSD shall utilize the services of the SRO for two hundred (200) days that will be primarily during the regular student school year. BLSLSD shall utilize the services of the SRO for eight (8) hours per day during the two-hundred (200) day period of time. The eight (8) hour per day schedule will be determined by the BLSLSD and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall sent to the Sheriff's Office on a weekly basis.

BLSLSD will be invoiced once at the beginning of the school year and once in January of the following year. The BLSLSD shall pay to the Sheriff's Office **\$27.71 per hour** for time reported by the SRO, which includes all medical and fringe benefits to be received by/withheld from the Deputy from the Sheriff's Office (see Attachment A). Should any change in the wage or benefit structure outlined in Attachment A occur, including but not limited to waiver/acceptance of hospitalization insurance, the hourly rate previously stated will be adjusted through the use of a **Contract Addendum**. At the end of the contract period, BLSLSD will have the option to receive a refund of any monies remaining in the Sheriff's Policing Revolving Fund after all outstanding costs have been paid, or receive a credit toward the next billing cycle, should the SRO program continue.

The Sheriff's Office shall be responsible for hiring the SRO, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state laws and statutes.



The Sheriff's Office will provide the necessary equipment and supplies (including motor vehicle if deemed necessary by the Sheriff's Office) to be used by said deputy in the performance of this Contract. The Sheriff's Office shall be responsible for all gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said motor vehicle (if available).

The deputy to be assigned by the Sheriff's Office to the BLS D will be covered by Workers' Compensation and Unemployment Insurance maintained by the Sheriff's Office, and the Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the schools during the term of this Contract.

The term of this Contract shall begin August, 2017, and end at the conclusion of each school year. The parties may renew this Contract only by separate written agreement or addendum hereto, which must be executed by all parties.

### **III. Mission, Goals and Objectives**

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a Law Enforcement Officer employed by participating law enforcement agencies (referred to herein as SROs) to BLS D facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reduce incidents of school violence;
2. Reduction of criminal offenses committed by juveniles and young adults;
3. Establish a rapport between the SROs and the student population;
4. Establish rapport between the SROs and parents, faculty, staff, and administrators.

Moreover, SROs will establish a trusting channel of communication with students, parents, and teachers. SROs will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law.

### **IV. Organizational Structure**

#### **A. Composition**

The Sheriff's Office shall select and assign a law enforcement officer to serve as the SRO in the SRO program.

#### **B. Supervision**

The day-to-day operation and administrative control of the SRO Program will be the responsibility of the Sheriff's Office. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the Sheriff's Office. SROs are employed and retained by the Sheriff's Office, and in no event shall any employee of the Sheriff's Office be considered an employee of BLS D.

### **V. Procedures**

#### **A. Selection**

Available SRO position(s) will be filled per the Sheriff's Office directives and selection process. Sheriff's Office will make the final selection of any SRO vacancies.

#### **B. SRO Program Structure**

The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers), which is attached hereto and incorporated herein by reference. [The information needs to be attached] Under this framework, SROs are first and foremost law enforcement officers for the providing law enforcement agencies. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Sheriff's Office. All acts of commission or omission shall conform to the guidelines of the Sheriff's Office directives. School officials should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO. Enforcement of the code of student conduct is the responsibility of teachers and administrators. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment. SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education to formalized academic classes. SROs may use these opportunities to build rapport between the students and the staff. The Sheriff's Office recognize, however, that BLS D shall maintain full, final, and plenary authority over curriculum and instruction in the BLS D, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Sheriff's Office or its employees, and the Sheriff's Office and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

#### **C. Duties and Responsibilities of the SRO**

The duties and responsibilities of the SRO will include, but not be limited to:

37. Enforcement of criminal law and protection of the students, staff, and public at large against criminal activity. The SRO shall follow the chain of command as set forth in the policies and procedures manual of the Sheriff's Office. School authorities and the parents of any child involved shall be notified as quickly as possible when the SRO takes any direct law enforcement action involving a student, on campus or off campus, during school hours.
38. Completion of reports and investigation of crimes committed on campus.
39. Whenever practical, coordination of investigative procedures between law enforcement and school administrators. The SRO shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the BLS D. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
40. Taking appropriate enforcement action on criminal matters as necessary. Whenever practical, the SRO shall advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.
41. Wearing of law enforcement agency issued uniform at all times, or other apparel approved by the providing agency.
42. Being highly visible throughout the campus, but to be unpredictable in their movements. For officer safety, SROs shall not establish any set routine which allows predictability in their movements and their locations.
43. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.
44. Complying with all laws, regulations, and school board policies applicable to employees of BLS D, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
45. Notifying the school principal or his/her designee if it is necessary for the SRO to be off campus during regular school hours non-emergency situations.
46. Providing information concerning questions about law enforcement topics to students and staff.

- 47. Developing expertise in presenting various subjects, particularly in meeting federal and state mandates in drug abuse prevention education, and providing these presentations at the request of the school personnel in accordance with the established curriculum.
- 48. Preparing lesson plans necessary for approved classroom instruction.
- 49. Providing supervised classroom instruction on a variety of law related education and other topics deemed appropriate and approved by the Sheriff's Office supervisor and a school administrator.
- 50. Advising students, staff, and faculty on a limited basis.
- 51. Attending school extracurricular activities as needed. Off duty assignments are not included.
- 52. Attending law enforcement agency in-service training as required. Reasonable attempts will be made to schedule such training to minimize the SRO's absence from school on an instructional day.
- 53. Attending meetings of parent and faculty groups to solicit their support and understanding of the school resource program and to promote awareness of law enforcement functions.
- 54. Being familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc., and making referrals when appropriate.

**D. Duties and Responsibilities of the SRO Supervisor (Sheriff's Office)**

The duties and responsibilities of the SRO Supervisor will include but not be limited to:

- 1. Coordinating work assignments of the SROs.
- 2. Ensuring SRO compliance with providing agency's directives,
- 3. Coordinating scheduling and work hours of the SROs (vacation requests, sick leave, etc.).
- 4. Evaluation of SRO.

**E. BLSD shall provide the SRO of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SRO's duties:**

- 1. Office space that can be secured and is acceptable to the participating law enforcement agency. The office shall contain a telephone, desk, chair, computer, and filing cabinet.
- 2. Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO program, goals, and objectives. Administrators may seek input from the SROs regarding criminal justice problems relating to students and site security issues.

**F. Enforcement**

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**VI. TERMINATION**

This Agreement may be terminated by either party, with or without cause, upon seven (7) day's written notice to the other party. In the event of termination, BLSD shall only be invoiced and provide reimbursement for the costs incurred and hourly rate agreed to through the seventh day.

**VII. NOTICE**

Any notice, consent, or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BLSD:

Bellaire Local School District  
340 – 34<sup>th</sup> Street  
Bellaire, Ohio 43906

If to the Sheriff's Office:

Belmont County Sheriff  
68137 Hammond Road  
St. Clairsville, Ohio 43950

This has been agreed to in cooperation with BLSD and the Sheriff's Office. As agreed to and in partnership with:

**BELMONT COUNTY SHERIFF:**

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**BELLAIRE LOCAL SCHOOL DISTRICT:**

By: \_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**BELMONT COUNTY COMMISSIONERS:**

Mark A. Thomas /s/  
Mark A. Thomas, President  
J. P. Dutton /s/  
J. P. Dutton, Vice President  
Josh Meyer /s/  
Josh Meyer

**APPROVED AS TO FORM:**

By David K. Liberati /s/ Assist P. A.  
  
Title David K. Liberati, Belmont County  
Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**9:30 Vince Gianangeli, Director, Belmont Co. Dept. of Job and Family Services and David Badia, CSEA Administrator**

**Re: Child Support Awareness Month Resolution**

Present: Judge Frank Fregiato, Judge John Vavra, Prosecutor Dan Fry, Attorney Grace Hoffman and Dept. of Job & Family Services Director Vince Gianangeli and DJFS staff: Sarah Horne, Dave Badia, Kim Rico, Kathy Probst, Ginny Noon, Erin Greenwood, Cindy Berry, Karie Hunkler, Dave McFarlan and Corey Alexander.

**IN THE MATTER OF ADOPTING THE RESOLUTION**  
**RECOGNIZING CHILD SUPPORT AWARENESS MONTH**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adopt the resolution recognizing Child Support Awareness Month.

***RESOLUTION***  
***RECOGNIZING***  
***CHILD SUPPORT AWARENESS MONTH***

**WHEREAS**, Ohio holds the well-being of our children in the highest regard, and we are dedicated to supporting them physically, mentally, educationally and financially, for their own benefit and the for the benefit of the entire state; and  
**WHEREAS**, Ohio's parents and caretakers are responsible for providing this support, in partnership with multiple judicial, educational and social service organizations. We honor parents, caretakers and organizations for providing these essential supports; and

August 16, 2017

**WHEREAS**, emotional and financial support are key elements not only in children's educational achievement, but in their future socioeconomic success; and

**WHEREAS**, the Ohio Office of Child Support will continue to work with county and federal partners to improve services to children and families; and

**WHEREAS**, this month is dedicated to highlighting the importance of Child Support and to encourage all citizens to help provide a better future for our children and Ohio.

**NOW, THEREFORE, We, Mark Thomas, J. P. Dutton and Josh Meyer, Commissioners of the County of Belmont**, do hereby recognize August, 2017 as

**CHILD SUPPORT AWARENESS MONTH**

Throughout Belmont County and encourage everyone to remember that "Support is Key" and to invest in the future of one of our greatest assets: our children. The strength of our families and of our state depends on supporting our children and providing the keys to their success. Adopted on this 16<sup>th</sup> day of August, 2017

**BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

Mr. Gianangeli said they have fifteen staff members in the CSEA unit. They ranked 19<sup>th</sup> in the state for collections last year and as of June 2017 they rank 13<sup>th</sup> in the state.

**IN THE MATTER OF ADOPTING THE RESOLUTION**

**HONORING THE NATIONAL AMERICAN**

**MISS OHIO WINNER KILEY CIROLI**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the resolution honoring The National American Miss Ohio Winner Kiley Cirolì.

***RESOLUTION  
HONORING THE NATIONAL  
AMERICAN MISS OHIO WINNER  
KILEY CIROLI***

**WHEREAS**, Kiley Cirolì and her parents, Tony and Kim, are residents of Bethesda, Ohio and Kiley will be a senior at Barnesville High School this upcoming school year; and

**WHEREAS**, Kiley was crowned the winner of the National American Miss Ohio Pageant in Indianapolis, Indiana on July 9, 2017, and she will be competing in November for the title of National American Miss Teen in Anaheim, California; and

**WHEREAS**, National American Miss's mission is to encourage America's future leaders and equip them with valuable life skills and they are dedicated to developing the success of young women across our nation; and

**WHEREAS**, emphasis is placed on the importance of gaining self-confidence, learning new skills, learning good attitudes about competition, and setting and achieving personal goals.

**NOW, THEREFORE, BE IT RESOLVED**, that the Belmont County Commissioners offer sincere congratulations to Kiley on her outstanding achievement in winning the National American Miss Ohio Pageant and wish her the best in her future endeavors.

Adopted this 16<sup>th</sup> day of August, 2017.

**BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**RECESS**

**IN THE MATTER OF ENTERING**

**EXECUTIVE SESSION AT 10:27 A.M.**

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

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer  | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ADJOURNING**

**EXECUTIVE SESSION AT 11:05 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 11:05 a.m.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF PAY INCREASE FOR**

**BRYAN MINDER, 911 DIRECTOR**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve a pay increase for Bryan Minder, Belmont County 911 Director, from \$47,659.04 to \$55,000.00 annually, effective August 20, 2017.

Upon roll call the vote was as follows:

|            |     |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer  | Yes |

August 16, 2017

**RECESS**

**Reconvened Monday, August 21, 2017 at 9:07 a.m. Present: Commissioners Dutton and Meyer and Jayne Long, Clerk. Absent: Commissioner Thomas.**

August 16, 2017

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:07 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 9:07 a.m.  
Upon roll call the vote was as follows:

|            |        |
|------------|--------|
| Mr. Dutton | Yes    |
| Mr. Meyer  | Yes    |
| Mr. Thomas | Absent |

Read, approved and signed this 23rd day of August, 2017.

Mark A. Thomas /s/ \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/ \_\_\_\_\_

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

Mark A. Thomas /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK