

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

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

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

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

**IN THE TOTAL AMOUNT OF \$409,164.40**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	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/PUBLIC DEFENDER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0170-A006-G02.002 Salary	E-0170-A006-G09.003 PERS	\$2,600.00

**H08 WIA AREA 16/BCDJES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H06.000 Jefferson Co. Flood	E-2610-H008-H21.000 Harrison Co. Flood	\$234,504.00
E-2610-H008-H21.000 Harrison Co. Flood	E-2610-H008-H06.000 Jefferson Co. Flood	\$444,354.30

**S86 NORTHERN COURT-GEN SPECIAL PROJECTS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1561-S086-S08.000 Special Projects Other	E-1561-S086-S03.006 Hospitalization	\$7,000.00

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 August 15, 2018 meeting:

**A00 GENERAL FUND**

E-0051-A001-A13.000	Postage	\$1,078.02
E-0054-A006-F11.012	Equipment	\$25,000.00
E-0055-A004-B18.000	Other Expenses	\$25.79
E-0057-A006-F06.011	Veterinary Services	\$1,513.66

**O50 NOTE RET-2014 WATER SYSTEM IMP**

E-9250-O050-O01.050	Principal Loan Payment	\$1,000,000.00
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**O54 DEBT SERVICE/COUNTY ISSUES**

E-9254-O054-O01.050	Principal Loan Payment	\$4,750,000.00
E-9255-O054-O11.050	Principal Loan Payment	\$3,000,000.00

**S33 DISTRICT DETENTION HOME/SARGUS**

E-0910-S033-S34.010	Supplies	\$10,000.00
E-0910-S033-S38.011	Contract Services	\$20,000.00
E-0910-S033-S40.000	Medical	\$18,000.00
E-0910-S033-S43.000	Travel & Training	\$3,000.00
E-0910-S033-S60.010	Supplies/GS	\$3,000.00
E-0910-S033-S65.011	Contract Services/GS	\$10,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$2,000.00

Upon roll call the vote was as follows:

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

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

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

**GENERAL FUND/POLL WORKER TRAINING-\$4,521.85** deposited into R-0180-A000-C00.500 Election Expenses 08/08/18.

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,513.66** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 08/08/18.

**GENERAL FUND/VETERANS-REIMBURSEMENT OF POSTAGE-\$1,078.02** deposited into R-0050-A000-A45.500 Refunds & Reimbursements 08/07/18.

**OIL & GAS RECEIPTS/DONATION TO EMA-\$25,000.00** deposited into R-0050-A000-A02.500 08/1/18.

**OSU EXTENSION/REFUND AND REIMBURSEMENT -\$25.79** deposited into R0050-A000-A45.500 on 8/6/18

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated August 15, 2018, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

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

**ENGINEERS**-Anthony Atkins, to Columbus, OH, on September 24-26, 2018, to attend the 2018 Ohio GIS Conference & Trade Show. Estimated expenses: \$800.00.

**SENIORS**-Susan Hines to Rogers, OH, on September 7, 2018, for a senior outing to Rogers Flea Market. A county vehicle will be used for travel.

**SSD**-Benji Sall to Norwich, OH, on August 16, 2018, to pick up steel pipe from Knowlton Steel. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 8, 2018 and the Special Meeting of August 10, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A TOWN HALL MEETING**

Motion made by Mr. Dutton, seconded by Mr. Meyer to hold a Town Hall meeting on Monday, August 27, 2018, at 6:00 p.m. at the Barnesville Senior Center, 229 East Main Street, Barnesville, OH 43713, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE FOR JOHN DOSS ENTERPRISES LLC**

Motion made by Mr. Dutton, seconded by Mr. Myer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new C1 liquor license, Permit No. 43198000010, for John Doss Enterprises LLC, 52634 High Ridge Road, Richland Township, St. Clairsville, Ohio, 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING CHESTER MICK AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Chester Mick as part-time driver at Senior Services of Belmont County, effective August 20, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF DUANE KESTERSON, PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the retirement of Duane Kesterson, part-time driver at Senior Services of Belmont County, effective August 31, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF LISA TURNER, PART-TIME COOK/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Lisa Turner, part-time cook for Senior Services of Belmont County, effective August 10, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION OF AUGUST 1, 2018, HIRING TASHA SCOTT AS FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Meyer to rescind the motion of August 1, 2018, hiring Tasha Scott as a full-time Assistant Dog Warden for Belmont County Animal Shelter, effective August 13, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO THE**

**WORKFORCE DEVELOPMENT BOARD AREA 16**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following appointment to the Workforce Development Board Area 16 to fill the unexpired term of Tim Houston, effective immediately through June 30, 2019.

<b>Appointment:</b>	<b>Representation:</b>
Dr. Rebecca Kurtz, Belmont College	Post-Secondary Education

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACTS BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT, BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT, BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2018-19 SCHOOL YEAR**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into School Resource Officer (SRO) contracts between the Bellaire Local School District, the Bridgeport Exempted Village School District, the Belmont Harrison Vocational School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2018-19 school year.

*Note: The schools will provide reimbursement to the county of \$28.57 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2018-2019 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 2018-2019 school year, is made and entered into by and between the Bellaire Local School District Board of Education ("BLSD") 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 the Bellaire Local School District.

**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 BLSD to the Sheriff's Office, the Sheriff 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 BLSD, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BLSD shall utilize the services of the SRO for two-hundred (200) days that will be primarily during the regular student school year. BLSD 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 BLSD and the Sheriff's Office. Time sheets will be provided by the Deputy, and records of these hours shall be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BLSD will be invoiced once at the beginning of the school year and once in January of the following year. The BLSD shall pay the Sheriff's Office **\$28.57 per hour** for time reported by the SRO, which include 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, BLSD 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 at 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 BLSD 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 BLSD 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 BLSD.

**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 BLSD shall maintain full, final, and plenary authority over curriculum and instruction in the BLSD, 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 BLSD. 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. Confering 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 BLSD, 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. 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**

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, 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, OH 43906

If to the Sheriff's Office:

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

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

**BELMONT COUNTY SHERIFF:**

By: David M. Lucas /s/

Date: 8/10/2018

**BELLAIRE LOCAL SCHOOL DISTRICT:**

By: Darren Jenkins /s/

By: Darren Jenkins

Date: 8/10/18

**BELMONT COUNTY COMMISSIONERS:**

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Josh Meyer

Mark A. Thomas /s/

Mark A. Thomas

**APPROVED AS TO FORM:**

By: David K. Liberati /s/

Title: Assistant P.A.

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

This Contract (hereinafter "Contract"), effective for the 2018-2019 school year, is made and entered into by and between the Bellaire Local 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 the Bellaire Local School District.

**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 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 be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can them determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BEVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BEVSD shall pay the Sheriff's Office **\$28.57 per hour** for time reported by the SRO, which include 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 at 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:

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 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.
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. 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.
26. 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.
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. 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, OH 43912

If to the Sheriff's Office:

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

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

**BELMONT COUNTY SHERIFF:**

By: David M. Lucas /s/

Date: 8/10/2018

**BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT:**

By: Z. Shutler /s/

By: Zachary E. Shutler

Date: Aug. 10, 2018

**BELMONT COUNTY COMMISSIONERS:**

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Josh Meyer

Mark A. Thomas /s/

Mark A. Thomas

**APPROVED AS TO FORM:**

By: David K. Liberati /s/

Title: Assist. P. A.

8-15-18

**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 2018-2019 school year, is made and entered into by and between the Bellaire Local 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 the Bellaire Local School District.

**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 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 be sent to the Sheriff's Office on a weekly basis.

During school year, all days off due to snow days, delays or other days scheduled off in the school year, will be put into a bank. The Sheriff's Office will keep track of all days worked and all day off due to scheduling. These days (hours) will be banked at straight time hours. The school can then determine extra details that will require coverage and the time will be used at time and one half. Example: Work four (4) hours and six (6) hours comes off the banked hours.

BHVSD will be invoiced once at the beginning of the school year and once in January of the following year. The BHVSD shall pay the Sheriff's Office **\$28.57 per hour** for time reported by the SRO, which include 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 at 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:

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 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.

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 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.
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. 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:

August 15, 2018

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

If to the Sheriff's Office:

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

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

**BELMONT COUNTY SHERIFF:**

**BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT:**

By: David M. Lucas /s/

By: Richard J. Schoene /s/

Date: 8/8/2018

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

Date: 8-8-18

**BELMONT COUNTY COMMISSIONERS:**

**APPROVED AS TO FORM:**

J. P. Dutton /s/

By: David K. Liberati /s/

J. P. Dutton, President

Josh Meyer /s/

Title: Assist. P. A.

Josh Meyer

Mark A. Thomas /s/

Mark A. Thomas

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ascent Resources–Utica, LLC, effective August 15, 2018, for drilling activity at 0.05 miles of CR 80 (Lloydsville-Bannock Road) at the Exeter Well Site.

*Note: Bond not required due Ascent Resources upgrading the road prior to the start of work, per Belmont County Engineer Terry Lively.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between BELMONT COUNTY, a political subdivision, whose mailing address is 101 W. Main Street, Courthouse, St. Clairsville, OH 43950 (hereafter "Authority"), and Ascent Resources-Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county roads within Richland Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Exeter Well Site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Exeter Well Site (hereafter collectively referred to as "oil and gas development site") located in Richland Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.05 miles of CR 80 (Lloydsville Bannock Rd) for the purpose of ingress to and egress from the Exeter Well Site, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at TR 334 (Lodge Hill Rd) (hereinafter referred to collectively as "Drilling Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 80 (Lloydsville Bannock Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at SR 331 (Bannock Uniontown Rd) and ending at TR 334 (Lodge Hill Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 80 for any of its Drilling Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the Township Trustees, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
5. Unless accepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator.

The amount of the bond or surety shall be in an amount of 0 & 00/100 DOLLARS (\$ 0.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
  7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
  8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
  9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
  10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
  11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
  12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
  13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
  14. Agreement shall be governed by the laws of the State of Ohio.
  15. This Agreement shall be in effect on August 15, 2018.

Executed in duplicate on the dates set forth below.

**Authority**

By: \_\_\_\_\_  
 Commissioner  
 By: J. P. Dutton /s/  
 Commissioner  
 By: Josh Meyer /s/  
 Commissioner  
 By: Mark A. Thomas /s/  
 Commissioner  
 By: Terry Lively /s/  
 County Engineer

Dated: 8-15-18

Approved as to Form:

David K. Liberati /s/ Assist P.A.  
 County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Jeff Beck /s/  
 Printed name: Jeff Beck  
 Company Name: Ascent Resources – Utica  
 Title: Field Superintendent – Road Infrastructure Management  
 Dated: 6-22-18

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

**IN THE MATTER OF APPROVING VILLAGE OF FLUSHING'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the Village of Flushing'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 \$44,140.00, based upon the recommendation of Belmont County Engineer, Terry Lively, for proposed improvements on the following:

- Pearl Street (Wood St. to Mill Rd.)
- Markatan Street (House #144 to Mill Rd.)
- Mill Road sections

*Note: The estimated cost is \$44,140.00 of which all is from this source.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF UNNAMED ALLEY IN SUNNYSIDE ADDITION RICHLAND TWP. SEC. 29, T-7, R-4/RD IMP 1168**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of an Unnamed Alley located in Richland Township, Sec. 29, T-7, R-4 in Sunnyside and recorded in Cabinet D Slide 56 in the Belmont County Recorder's office 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 #1168 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION**  
**Rev. Code Sec. 5553.04**  
**WITH PETITION**

**Belmont County, Ohio**  
**August 8, 2018**  
**IMP- 1168**

**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 an unnamed alley located in Richland Twp. Sec 29., T-7, R-4 in Sunnyside Addition Cabinet D Slide 56 in the Records 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.

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

Beginning at the intersection of an Unnamed Alley and Sunny Addition Rd. (T-339) going 233 feet in a north western direction to the northeast corner of OUT LOT 2 in the width of 15 feet

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF UNNAMED ALLEY IN SUNNYSIDE ADDITION RICHLAND TWP. SEC. 29, T-7, R-4/RD IMP 1168

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. 1168

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 15th day of August, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Meyer
Mr. Thomas

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate unnamed alley, Richland Township, Section 29, T-7, R-4 in Sunnyside Addition recorded in Cabinet D Slide 56 in the Records Office.

RESOLVED, That the 29th day of August, 2018 at 11:30 o'clock A.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 5th day of September, 2018, 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. Dutton Yes
Mr. Meyer Yes
Mr. Thomas Yes

Adopted August 15, 2018

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. # 1168

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an unnamed alley located in Richland Twp. Sec. 29, T-7, R-4 in Sunnyside Addition and recorded in Cabinet D Slide 56 in the Records Office, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of an Unnamed Alley and Sunny Addition Rd. (T-339) going 233 feet in a north western direction to the northeast corner of OUT LOT 2 in the width of 15 feet

Said Board of County Commissioners has fixed the 29th day of August, 2018, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 5th day of September, 2018, 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 21, 2018 and August 28, 2018

IN THE MATTER OF DEDICATION OF TRAILS END DRIVE (PUBLIC ROAD) UNION TWP., SEC. 9, T-8, R-5

[Belmont Co. Commissioners [Courthouse [St. Clairsville, Ohio 43950 [Date August 15, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Dedication of Trails End Drive, a public road, Union Township, Sec. 9, T8, R5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION Revised Code Sec. 711.05

To: Jason Mayberry, F.O., Union Township Trustees, 68200 Jenny Lynn Dr., Belmont, OH 43718

You are hereby notified that the 29th day of August, 2018, at 9:30 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

August 15, 2018

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

- Mail by certified return receipt requested
- cc: Union Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM  
SCANTASTIK INC/RECORDS DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Quote Number 18470 from ScanTastik Inc., in the amount of \$5,369.00 for one (1) Fujitsu-fi-7700 Document scanner for the Belmont County Records Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM  
ADVANCED LOCK AND SECURITY/COURTHOUSE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Quote Number 578 from Advanced Lock and Security, in the amount of \$2,593.14 to furnish all necessary equipment, labor and material to install new locks or cylinders as necessary and rekey existing locks or cylinders to the existing master key for the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM  
TOTTERDALE BROS SUPPLY CO. INC/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Quote Number 2 from Totterdale Bros Supply Co. Inc, in the amount of \$12,700.19 for eleven (11) stainless steel sinks with trap enclosure for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT  
FROM JOHNSON CONTROLS FIRE PROTECTION, LP/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the service agreement from Johnson Controls Fire Protection, LP in the amount of \$961.76 for the five (5) year Obstruction Inspection of the sprinkler system at the Belmont County Jail.



SimplexGrinnell LP / Johnson Controls

3155 Unionsville Rd Suite 200  
 Chambers Twp, PA 15005  
 Tel: (724) 741-3462 direct  
 Fax: (724) 772-2367  
 Philip.Buchan@JCI.com

**PROPOSAL AND Service Agreement**

SimplexGrinnell Ref: SR# 38805100	Salesperson: DUCHAN, PHILIP	Date: 01-00-2018
Quote # 546-1042837		
Customer: Belmont Correctional Institute 68516 Bannock Road SAINT CLAIRSVILLE, OH 43960	Job Location: Belmont County Jail 66137 Harwood Rd. ST. Clairsville, OH 43950	
Invoice To (if different from Customer):	Customer P.O. #	

SimplexGrinnell LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and/or materials hereinafter described, subject to the terms and conditions of this Agreement.

**SCOPE OF WORK:**

Line	Description	Qty	Comments	Unit Price	Total Price
1	5 Year Obstruction Test (1) Wet System	1	Per NFPA 75 Code: Perform Obstruction Inspection on (1) Sprinkler System. Perform Internal Inspection of Alarm & Check Valves. If Valves are Unable to be Reassembled Additional Cost May Occur. ** Last Performed 01/10/2011 **		
2	Alarm/Tester Gauges	2	Water Gauges Need Replace Every 5 Years. To Be Performed at Time of Obstruction Test. Replaced With Calibrated and Certified Gauges.	\$50.00	\$100.00
3	SP MISC Labor/Materials	0	NA - Covered in Resolution of Materials. Sprinkler Technician to Remove, Inspect, Install, Replace, and Return System to Normal Status.	\$107.72 8HRS	\$861.76
4	Note		Quoted For Normal Business Hours Only M-F; Ohio State Term: Special Pricing for Contract # 710172 Applied. Applicable Taxes Not Included. Ref SR: 3885168 Contract # 710172		
			System Notes: Wet System: GSC 1 1/2" With Flow Switch. NFPA 72 - 14.5.1 System equipment shall be maintained in accordance with the manufacturer's published instructions.		
				Total	\$961.76

Payment: NET 30     NET 30     C.O.D.   
 Time and Material     Price Not to Exceed \$    Fixed Price of \$

**CUSTOMER ACCEPTANCE**  
 In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or orders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Customer  
 By: \_\_\_\_\_  
 Name:  
 Title:

SIMPLEXGRINNELL LP / JOHNSON CONTROLS  
 By: \_\_\_\_\_  
 Name: Philip John Buchan  
 Title: Systems Integrity Representative  
 License No: (if applicable):

DATE APPROVED 8-15-18  
  
 BELMONT COUNTY COMMISSIONERS

*\*also used + emailed to Star G + Buggy @ the Jail. 8/15/18.*

Upon roll call the vote was as follows:

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

Commissioner Dutton said a media release will be sent out later today regarding a press conference on a public infrastructure issue to be held Friday at 2:30 in Judge Vavra's courtroom on the 3<sup>rd</sup> floor.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:34 A.M.**

Motion made Mr. Dutton, seconded by Mr. Meyer to enter into executive session with Katie Bayness, HR Administrator, Rebecca Hughes, Business Services Manager, Belmont County Water & Sewer District and Brian Butcher (via phone), Clemans Nelson & Associates, Inc., pursuant to ORC 121.22(G)(4) Collect Bargaining.

August 15, 2018

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:02 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:02 a.m.  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:03 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into executive session with Katie Bayness, HR Administrator and Gary Armitage, Senior Services of Belmont County Executive Director, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline and employment of public employees.

Upon roll call the vote was as follows:

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

Mr. Armitage exited executive session at 10:13 a.m.

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:22 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:22 a.m.  
Upon roll call the vote was as follows:

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

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

**Reconvened Friday, August 17, 2018 at 4:17 p.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.**



**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 4:17 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 4:17 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 22<sup>nd</sup> day of August, 2018.

*J. P. Dutton /s/* \_\_\_\_\_

*Mark A. Thomas /s/* \_\_\_\_\_ COUNTY COMMISSIONERS

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

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

*J. P. Dutton /s/* \_\_\_\_\_ PRESIDENT

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