

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$476,951.92

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A12.000 Travel-Gasoline	\$14,000.00
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$22,715.00
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A08.000 Food	\$40,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

T10 WATER & SEWER GUARANTEE DEPOSIT AND OTHER VARIOUS FUNDS/BCWSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$5,881.32
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,994.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF AUGUST & SEPTEMBER 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Delta Dental Chargebacks for the months of August & September 2019.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	19,305.56
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	402.89
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	300.01
E-0400-M060-M84.008 CARE & CUSTODY	R-9891-Y091-Y07.500	102.88
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	308.64
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	123.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	25.70
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	97.40
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	154.32
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	125.50
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	102.88
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	401.24
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	192.02
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00

E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,836.17
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	538.36
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	337.71
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	346.34
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,594.64
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	243.46
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	2,294.72
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	621.69
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,662.12
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	346.34
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,525.94
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>0.00</u>
TOTAL		37,042.37

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF AUGUST & SEPTEMBER 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Vision Insurance Chargebacks for the months of August & September 2019.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,358.96
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	113.31
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	85.59
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06

E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M84.008 CARE & CUSTODY	R-9891-Y091-Y06.500	27.72
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	83.16
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	514.71
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	148.86
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	1,020.96
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	97.65
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	38.80
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	19.42
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	5.56
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	52.66
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	27.72
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	41.58
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	52.66
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	53.64
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	108.10
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	95.22
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	429.66
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	67.50
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	583.38
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	630.74
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	175.03
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	110.88
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	95.22
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	420.66

E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		10,966.77

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated September 4, 2019, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS-Josh Meyer, J. P. Dutton and Jerry Echemann to Washington, D.C., on October 2-4, 2019, to attend the Kentucky, Michigan and Ohio Regional State Leadership Day. A county vehicle will be used for travel. Estimated expenses: \$2,000.00.

DJFS-John Laroche to Columbus, OH, on September 4-5, 2019, to attend the Comprehensive Children Services Fiscal training. A county vehicle will be used for travel. Estimated expenses: \$184.20.

SENIORS-Tish Kinney to Washington, PA, on September 11, 2019, for a senior outing to Tanger Outlet Mall. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 28, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES

Motion made by Mr. Meyer, seconded by Mr. Echemann to appoint Ms. Rhonda Greenwood to the Belmont-Harrison Juvenile District Board of Trustees to fill the unexpired term of Mr. John Mattox, effective immediately through March 30, 2021, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR ENGINEER'S PROJECT 19-4 BEL-CR42-1.60/1.42 (PW#207) SLIDE REPAIR TO GEORGE J. IGEL & CO., INC

Motion made by Mr. Meyer, seconded by Mr. Echemann to award the bid for the Belmont County Engineer's Project 19-4 BEL-CR42-1.60/1.42 (PW#207) SLIDE REPAIR to the low bidder George J. Igel & Co., Inc, in the amount of \$297,842.65, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF I-70 BUSINESS PARK RICHLAND TWP., SEC. 16, T-7, R-4] [Belmont Co. Commissioners
] [Courthouse
] [St. Clairsville, Ohio 43950
] [Date September 4, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to I-70 Business Park Richland Township, Section 16, T-7, R-4 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
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September 4, 2019

To: Cindi Henry, F.O., Richland Township Trustees, P. O. Box 16., St. Clairsville, OH 43950

You are hereby notified that the 18th day of September, 2019, 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.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

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

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

**IN THE MATTER OF SIGNING THE NOTICE OF AWARD
FOR THE VILLAGE OF BRIDGEPORT, PEASE AND PULTNEY TOWNSHIP
STREET IMPROVEMENT PROJECT TO CAST AND BAKER CORP./BELOMAR**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the Notice of Award for the Village of Bridgeport, Pease and Pultney Township Street Improvements Project, a Community Development Block Grant (CDBG) Project, to Cast and Baker Corporation, the low bidder, in the amount of \$176,516.50, based upon the recommendation of A. C. Wiethe, Belomar Regional Council.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN
BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS
AND BELMONT COUNTY SHERIFF'S OFFICE FOR THE 2019-2020 SCHOOL YEAR**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into School Resource Officer (SRO) contract between Bridgeport Exempted Village School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2019-20 school year.

Note: The school 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 2019-2020 school year.

**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 2019-2020 school year, is made and entered into by and between the Bridgeport Exempted Village School District (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 Bridgeport Exempted Village School District 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 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 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.

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, 2019, 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.

ID. 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. 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 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:

- I. 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's Office
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

BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT

By: David M. Lucas /s/

By: Brent Ripley /s/

Date: 9/9/19

By: Brent Ripley

Date: 8/21/2019

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

Josh Meyer /s/

Josh Meyer, President

J. P. Dutton /s/

J. P. Dutton

Jerry Echemann /s/

Jerry Echemann

By: Daniel P. Fry /s/

Title: Prosecuting Attorney

9-13-19

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING REQUEST OF OHIO POWER COMPANY (A UNIT OF AMERICAN ELECTRIC POWER) FOR EASEMENT AND RIGHT-OF-WAY

Motion made by Mr. Meyer, seconded by Mr. Echemann to grant the request of Ohio Power Company (a unit of American Electric Power) for an easement and right-of-way for the Belmont County Water and Sewer District, by and through the Board of Belmont County Ohio Commissioners to install a new pole at parcel # 14-60003.000 in Mead Township.

Eas. _____



Easement & Right of Way

BOARD OF BELMONT COUNTY COMMISSIONERS, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement", for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Pultney Township, Belmont County, Ohio, and being a part of the southwest quarter of Section 18, Township 5 North, Range 3 West, of "The Old Seven Ranges Survey", containing 0.2779 acres, more or less, as described in Official Records Volume 647, Pages 174-176 of the Belmont County Recorder's Office (Auditor's Parcel # 26-01543.001).

The easement shall be contained within a strip of land no more than thirty (30) feet wide adjacent to the south road right of way of Sand Hill Road as now or hereafter laid out or widened. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, grounding systems, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option,(without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electrical Safety Code or Grantee's design standards. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the

utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 4th day of SEPTEMBER, 2019.

**Belmont County Water and Sewer District,
by and through the Belmont County Board of Commissioners**

By: [Signature]
J. P. Dutton, Commissioner

By: [Signature]
Josh Meyer, Commissioner

By: [Signature]
Jerry Echemann, Commissioner

STATE OF OHIO, }
COUNTY OF BELMONT }

The foregoing instrument was acknowledged before me this 4th day of SEPTEMBER, 2019, by **J. P. Dutton, Josh Meyer, and Jerry Echemann**, Commissioners on the **Belmont County Board of Commissioners**, signing on behalf of the **Belmont County Water and Sewer District**.



Jayne Long
Notary Public, State of Ohio
My Commission Expires October 3, 2022

[Signature]
Notary Public
JAYNE LONG
Printed Name
My Commission Expires 10/3/22

Easement prepared by Ohio Power Company - TMC
Address: High Point Lane, Jacobsburg, OH 43933
WO W003156701 WR 74227288

CALL BEFORE YOU DIG!!!
Dwg: Exhibit A
Easement

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING ANNUAL REPORT OF
ALL CRIMINAL CASES AS REPORTED BY ALL OF THE COURTS IN
BELMONT COUNTY SUBMITTED BY PROSECUTING ATTORNEY**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the annual report of all criminal cases as reported by all of the courts in Belmont County, from September 1, 2018 to August 31, 2019, to the Ohio Supreme Court, as submitted by Belmont County Prosecuting Attorney Daniel Fry, per ORC 309.16.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM

September 4, 2019

H. E. NEUMANN COMPANY/HEALTH DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept proposal number PPA27201 from H. E. Neumann Company in the amount of \$1,648.00 for all labor and materials necessary to install a new exhaust fan, door grills and thermostat in the storage room at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SERVICE AGREEMENT FROM JOHNSON CONTROLS/JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the service agreement from Johnson Controls in the amount of \$1,241.10 for the Annual Backflow Test & Inspection and Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of July 1, 2019 to June 30, 2020.



June 18, 2019

Belmont County Jail
68137 Hammond Road
Belmont, OH 43950-8755

Dear Valued Customer:

Thank you for choosing Johnson Controls for the service and support of your fire and life safety systems. Your Johnson Controls Service Agreement will renew on July 1, 2019 with the following parameters:

Customer Number: 71495
 Contract Number: 842710
 Service Location: See Above Systems Protected:
 Sprinkler Coverage Level: Annual Backflow Test & Inspect and Quarterly Wet System Test & Inspect
 Basic Term: 1 year
 Annual Price: \$1241.10

Please sign and return a copy of this letter prior to the contract renewal date stated above to avoid lapse in services and coverage. The terms and conditions of your existing service agreement will continue to apply.

PO# (if required) _____

Customer Signature: _____

Please submit signed letter and/or PO using one of the methods listed below:

E-mail: jennifer.labella@jci.com

Thank you for your continued business. Please feel free to contact us with any questions at 724-772-3400.

Sincerely,

Jennifer LaBella

Johnson Controls
 3157 Unionville Road, #500, Cranberry Township, PA 16066
 724-772-3400
www.jci.com

DATE APPROVED 9-4-19

 BELMONT COUNTY COMMISSIONERS

**Approved & mailed
 to: J. LaBella
 cc: S. Calounia
 & Jack Repts
 09/05/19
 Betsy*

Upon roll call the vote was as follows:

Mr. Meyer	Yes
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September 4, 2019

Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING PROPOSAL FROM ERB ELECTRIC COMPANY/ NEW OFFICES OF COUNTY DIVISIONAL COURTS, PROSECUTOR, BOARD OF ELECTIONS AND TITLE OFFICE

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the proposal from Erb Electric Company in the amount of \$795.00 for one (1) preventative maintenance inspection on (1) 500 kw diesel generator located at 52180 National Road that services the new offices of the County Divisional Courts, Prosecutor, Board of Elections and Title Office.

Upon roll call the vote was as follows:

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

Break till noon at Belmont County Fair for Ribbon Cutting.

**Reconvened Monday, September 9, 2019 at 9:09 a.m. Present: Commissioners Echemann and Dutton and Jayne Long, Clerk.
Absent: Commissioner Meyer**

No further business.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 9:09 A.M.

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 9:09 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of September, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK