

St. Clairsville, Ohio

September 9, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, Clerk of the Board.

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

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

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

IN THE TOTAL AMOUNT OF \$1,998,980.86

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0021-A002-E02.002 Salaries	E-0021-A002-E09.003 PERS	\$10,200.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$16,250.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

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

FROM	TO	AMOUNT
E-9804-Y004-Y01.000 Co. Auto License	R-2810-K000-K17.574 MVGT	\$500,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****AUGUST 12, 2020** & **SEPTEMBER 09, 2020****

Y41 INDIGENT APPLICATION FEES/AUDITOR

E-9841-Y041-Y01.000	Remit to State	\$392.90
E-9841-Y041-Y02.000	Remit to County	\$1,571.60

****SEPTEMBER 09, 2020****

A00 GENERAL FUND

E-0056-A006-E02.010	Supplies	\$2,240.26
E-0057-A006-F08.000	Other Expenses	\$865.50

H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H01.002	Salaries	\$100,000.00
E-2510-H000-H12.003	PERS	\$50,000.00
E-2510-H000-H17.000	Other Expenses	\$365,422.36

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H06.000	Rapid Response-NDWG Emp. Recovery Program	\$19,823.14
E-2600-H005-H07.000	Special One Stop Admin Grant-FY20 Rapid Resp.	\$34,579.79
E-2600-H005-H11.000	WIA-Flood Expenses	\$217,390.50

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H05.000	Belmont Co. Flood	\$217,390.50
E-2610-H008-H06.000	Jefferson Co. CAC-Flood	\$195,223.50

M67 ALTERNATIVE SCHOOL/JUVENILE COURT

E-0400-M067-M01.002	Salaries	\$66,000.00
E-0400-M067-M02.003	PERS	\$15,000.00
E-0400-M067-M03.004	Workers Comp	\$5,000.00
E-0400-M067-M04.005	Medicare	\$5,000.00
E-0400-M067-M05.008	Insurances	\$20,000.00

M78 TITLE IV-E REIMBURSEMENT (RANDOM MOMENTS)

E-0400-M078-M02.008	Fringe Benefits	\$40,000.00
E-0400-M078-M04.010	Supplies	\$25,000.00
E-0400-M078-M05.000	Other Expenses	\$20,017.59

P78 CORONAVIRUS RELIEF FUND-COMMRS

E-1778-P078-P05.000	Co. Expenses for COVID 19	\$175,448.14
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$75.00
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$250.20
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$36,077.08
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S79 CERTIFICATE OF TITLE ADMIN/CLERK OF COURTS-TITLE

E-6011-S079-S03.010	Supplies	\$86.95
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S96 JUVENILE COURT GENERAL SPEC PROJECTS

E-1589-S096-S09.000	Fringes	\$1,849.37
<u>W80 PROSECUTOR'S-VICTIMS PROGRAM</u>		
E-151-W080-P01.002	Salary	\$2,290.99
E-151-W080-P05.003	PERS	\$560.00
E-151-W080-P15.000	Rent	\$608.00
<u>AUDITORS/VARIOUS FUNDS</u>		
E-0051-A001-A27.007	Unemployment	\$469.00
E-0057-A006-F04.007	Unemployment	\$184.00
E-0131-A006-A15.007	Unemployment	\$649.68
E-0141-A001-C13.007	Unemployment	\$493.50
E-1600-B000-B18.007	Unemployment	\$391.00
E-0910-S033-S48.007	Unemployment	\$312.88
E-2410-S066-S78.007	Unemployment	\$196.00
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical	\$280.55
E-0131-A006-A10.000	Transport	\$210.00
E-0131-A006-A17.010	Cruisers	\$2,563.75
E-0131-A006-A20.000	False Alarms	\$50.00
E-0131-A006-A23.000	Background	\$699.00
E-0131-A006-A24.000	E-SORN	\$435.00
E-0131-A006-A33.012	Equipment	\$11,559.48
E-1652-B016-B02.000	DUI	\$95.00
E-5100-S000-S01.010	Commissary	\$15,349.87
E-5101-S001-S06.000	CCW License	\$3,545.00
E-5101-S001-S07.012	CCW Equipment	\$3,250.00
E-9710-U010-U06.000	Reserve	\$14,254.17

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/ANIMAL SHELTER-\$815.50** deposited into R-0057-A006-A01.500 balance available as of 08/31/2020 (*General donations paid in on various dates in August 2020*). **\$50.00** deposited into R-0057-A006-A03.500 balance available as of 08/31/2020 (*Adoption fees paid in on various dates on August 2020*).

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated September 9, 2020, 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. Echemann	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 2, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton noted the minutes of the meetings can be found on their website.

IN THE MATTER OF APPROVING MOVING ZACHARY LOFTON FROM FULL-TIME DRIVER TO FULL-TIME SUPPORT WORKER II/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve moving Zachary Lofton from full-time Driver with Senior Services of Belmont County to full-time Support Worker II with Senior Services of Belmont County, effective August 24, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SUE SLAVEN, DRIVER, TO MOVE TO FULL-TIME STATUS/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Sue Slaven, Driver for Senior Services of Belmont County, to move to full-time status effective September 1, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF SUMMER EMPLOYEES/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of the following summer employees for the Belmont County Water & Sewer District:

- Lloyd Cope, effective August 21, 2020
- Tristan Hartman, effective August 28, 2020

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO
THE WORKFORCE DEVELOPMENT BOARD AREA 16**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following appointment to the Workforce Development Board Area 16 to fill the unexpired term of Dom DeFelice, effective immediately through June 30, 2021.

<u>Appointment:</u>	<u>Representation:</u>
Mr. Ed Mowrer, Stone House Engineering, LLC	Business

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the service agreement from Johnson Controls in the amount of \$1,327.98 for the annual Backflow Test & Inspection and Quarterly Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of August 1, 2020 to July 31, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE
WATER STORAGE TANKS RECOATING PROJECT WITH
CLEARCREEK COATINGS, LTD/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order #1 for the Water Storage Tanks Recoating project with Clearcreek Coatings, Ltd., for a deduction of \$900.00, for a new contract total of \$713,855.00, based upon the recommendation of Kelly Porter, Water & Sewer District Director.

CONTRACT CHANGE ORDER

Contract For: Water Storage Tanks Recoating
 Owner: Belmont County Commission
 To: Clearcreek Coatings, Ltd.

Change Order No.:	1
Date:	August 24, 2020
State:	Ohio
County:	Belmont

You are hereby requested to comply with the following changes from the Contract Plans and Specifications

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Overflow weir box replacement (McKelvey Tank)		\$ 1,800.00
Removal of painter's ring (Phillips Tank)		\$ 1,500.00
Replace access manway (Phillips Tank)		\$ 2,800.00
Deduct leak repair (See attached sheet)	\$ 7,000.00	
Totals	\$ 7,000.00	\$ 6,100.00

Net Change in Contract Price \$ 900.00 \$

JUSTIFICATION:

The amount of the Contract will be **(Decreased)** by the sum of: Nine hundred dollars (\$900.00).

The Contract total, including this and previous Change Orders will be Seven hundred and thirteen thousand, eight hundred fifty-five dollars (\$713,855).

The Contract period provided for completion will be **(UNCHANGED)**: _____

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested X D Pratt X Jerry Echemann 9-9-2020
 Belmont County Commission (Owner) (Date)
 _____ (Date)

Recommended Abbeys Vaughn 9-1-20
 Vaughn, Coast & Vaughn, Inc. (Owner's Architect/Engineer) (Date)

Accepted _____ 9-1-2020
 Clearcreek Coatings, Ltd. (Contractor) (Date)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO)
 CONTRACT BETWEEN BELLAIRE LOCAL SCHOOL DISTRICT, BELMONT COUNTY
 COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into School Resource Officer (SRO) contract between Bellaire Local School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2020-2021 school year.

Note: The school will provide reimbursement to the county of \$31.00 per hour (including all wages and benefits) for 200-8 hour days of SRO services for the 2020-2021 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 2020-2021 school year, is made and entered into by and between the Bellaire Local School District (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 Belmont Harrison Vocational School District's Belmont Career Center site.

I. Purpose of Contract

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

II. Term

In consideration of the funds to be paid by the 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 **\$31.00 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, 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 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 noncriminal 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 BLS D. The SRO will not be involved in searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SRO because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.
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. 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.
8. Complying with all laws, regulations, and school board policies applicable to employees of BLS D, including, but not limited to laws, regulations, and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on school premises, provided that SROs, under no circumstances, shall be required or expected to act in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done in accordance with Board Policy and as allowed under the Family Educational Rights and Privacy Act. Any existing rights or benefits of personnel assigned under this Agreement shall not be abridged and remain in effect.
 1. 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.
 2. Providing information concerning questions about law enforcement topics to students and staff.
 3. 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.
 4. Preparing lesson plans necessary for approved classroom instruction.
 5. 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.
 6. Advising students, staff, and faculty on a limited basis.
 7. Attending school extracurricular activities as needed. Off duty assignments are not included.
 8. 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.
 9. 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.
 10. 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. BLS D 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, BLS D 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 BLS D:

Bellaire Local School District
340 – 34th Street
Bellaire, OH 43906

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 BLS D and the Sheriff's Office. As agreed to and in partnership with:

BELMONT COUNTY SHERIFF

By: David M. Lucas /s/

Date 8-11-20

BELLAIRE LOCAL SCHOOL DISTRICT

By: Darren Jenkins /s/

By: _____
Date: 9/09/2020

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Jerry Echemann /s/

Jerry Echemann

Date: 9-9-2020

By: David K. Liberati /s/

Title: Assist. P. A.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SCHOOL RESOURCE OFFICER (SRO) CONTRACT BETWEEN BELMONT HARRISON VOCATIONAL SCHOOL DISTRICT, BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY SHERIFF'S OFFICE

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into School Resource Officer (SRO) contract between Belmont Harrison Vocational School District, the Belmont County Commissioners and the Belmont County Sheriff's Office for the 2020-2021 school year.

Note: The school will provide reimbursement to the county of \$31.00 per hour (including all wages and benefits) for 190-8 hour days of SRO services for the 2020-2021 school year.

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

This Contract (hereinafter "Contract"), effective for the 2020-2021 school year, is made and entered into by and between the Belmont Harrison Vocational School District Board of Education ("BHVS") and the Belmont County Sheriff's Office ("Sheriff's Office") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to serve in Belmont Harrison Vocational School District's Belmont Career Center site.

III. 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").

IV. Term

In consideration of the funds to be paid by the BHVS 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 BHVS, said deputy shall be acting within the scope of his employment with the Sheriff's Office.

BHVS shall utilize the services of the SRO for one-hundred-ninety (190) days that will be primarily during the regular student school year. BHVS shall utilize the services of the SRO for eight (8) hours per day during the one-hundred-ninety (190) day period of time. The eight (8) hour per day schedule will be determined by the BHVS 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.

BHVS will be invoiced once at the beginning of the school year and once in January of the following year. The BHVS shall pay the Sheriff's Office **\$31.00 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, BHVS 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 BHVS 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 BHVS 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:

- I. Reduce incidents of school violence;
5. Reduction of criminal offenses committed by juveniles and young adults;
6. Establish a rapport between the SROs and the student population;
7. 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.

VIII. 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.

IX. 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 noncriminal 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:

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 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.
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. 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.
8. 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.
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. 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:

- 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.

X. 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.

XI. 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:

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

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 BLSD 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/
Date: 8-11-20

By: Richard Schone
By: Richard Schone
Date: 9/04/2020

BELMONT COUNTY COMMISSIONERS: APPROVED AS TO FORM:

J. P. Dutton /s/

By: David K. Liberati /s/

J. P. Dutton, President

Title: Assist. P. A.

Josh Meyer /s/

Jerry Echemann /s/

Jerry Echemann

Date: 9-9-2020

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Village of Barnesville's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$58,989.63 based upon the recommendation of Belmont County Engineer, Terry Lively, for street improvements to the following:

- South Lincoln Avenue (Clinton St. to Corporation CR 122)
- Shamrock Drive (East Main St. to Sandy Ridge CR 102)

Note: The estimated cost is \$94,732.90 of which \$58,989.63 will be paid from this source.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RELEASE OF A ROAD USE MAINTENANCE AGREEMENT WITH GULFPORT ENERGY CORPORATION/ENGINEER'S DEPT.

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the release of a Road Use Maintenance Agreement (RUMA) with Gulfport Energy Corporation, dated May 17, 2012, for drilling activity at 1.25 miles of CR 100 (McMillan Road) from the Shugart Site and associated Bond Number RLB0014478 in the amount of \$100,000, per Terry Lively, Belmont County Engineer.

Note: A replacement RUMA was entered into on June 24, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AMENDMENT AND RATIFICATION OF THE OIL AND GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Amendment and Ratification of the Oil and Gas Lease dated July 8, 2020, with Ascent Resources-Utica, LLC, to add an additional 5.864378 acres, located in Richland Township. New total payment amount \$129,091.69.

AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE (this "Amendment"), effective as of July 8, 2020 (the "Effective Date"), by and between **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Commissioner**, whose address is 101 West Main Street, St. Clairsville, Ohio 43950 ("Lessor") and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 ("Lessee") (the aforementioned parties being referred to herein as a "Party" and collectively as the "Parties").

RECITALS:

WHEREAS, The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Commissioner, and Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company entered into that certain Oil and Gas Lease dated July 8, 2020, and recorded in the lease book land records of Belmont County, Ohio, at Book 880, Page 5466, as Instrument No. 20200006589 on August 20, 2020 (the “Oil and Gas Lease”), covering the oil and gas interests in certain lands in the Townships of Richland and Colerain, County of Belmont, State of Ohio, as more particularly described therein; and

WHEREAS, Lessor and Lessee for their mutual benefit, desire to amend and modify the Oil and Gas Lease, as provided for herein, in order to facilitate the formation of drilling units upon the Leased Premises and other lands.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

I. AMENDMENT TO THE OIL AND GAS LEASE

a. Legal Description

The full and complete legal description of the Leased Premises, as amended, is attached hereto as Exhibit “A.”

II. MISCELLANEOUS

a. Effect.

Lessor and Lessee each hereby ratify and confirm the Lease and all of its terms and provisions to the full extent of Lessor’s right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby.

b. Further Assurances.

At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, driveway permits), make such necessary filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

c. Counterparts.

This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

d. Entire Agreement.

This Amendment (including Exhibit “A” hereto) constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

e. Defined Terms.

Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the appropriate acknowledgment below, to be effective, however, as of the Effective Date.

LESSOR:

The Belmont County Board of Commissioners

By: J. P. Dutton /s/

Name: J.P. Dutton, President

By: Jerry Echemann /s/

Name: Jerry Echemann, Vice President

By: Josh Meyer /s/

Name: Josh Meyer, Commissioner

Upon roll call the vote was as follows:

LESSEE:

ASCENT RESOURCES – UTICA, LLC
an Oklahoma limited liability company

By: _____

Name: Kade R. Smith

Title: Attorney-in-Fact

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

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH OHIO DEVELOPMENT SERVICES AGENCY FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM GRANT NUMBER B-X-19-1AG-1

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) Program, Grant Number B-X-20-1AG-1, in the amount of \$250,000.00 for the period beginning September 1, 2020 and ending October 31, 2022.

Note: This is for the Jacobsburg Water Extension (Otto Scales Road) project.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-John Drewitt, Lashley Hill Road, Shadyside, said work has still not begun on his road, next week will be six months that the road has been closed. County Engineer Terry Lively told him it should be starting soon. He said he can’t believe no one can come up with the money for road repairs and he believes more money needs to be left in Belmont County for infrastructure. Mr. Dutton said they continue to push for the severance tax for next year and if any changes in State Representatives they will make sure they are aware of their position on that. He added they will continue to be as supportive as they can for projects for county roads. They gave \$550,000 last year to road efforts for projects the County Engineer identified for grant funds and they meet on a regular basis with him to get a sense of where things are in his office even though they are totally separate elected officials with totally separate budgets. “We know how much this issue is of importance to everyone, we know the current state of the roads and will continue to have those conversations with him,” said Mr. Dutton.

Mike Bianconi questioned the purchase of the property in Bellaire for the Water Department for \$1.7 million. He said he understands a new water plant is needed, but he feels that property is prime property and would be better for a developer to create jobs and have a tax base. Mr. Bianconi feels the new plant could have been built where the current plant is located. Mr. Dutton said it was evaluated, they looked at where the

current plant is with the Engineer's that was involved, but the space just wasn't there. They needed to look as close to the wells as possible, the further they got from the existing wells, the more the price tag went up in terms of running the water to the plant and back to the distribution system. He said they looked at other sites that were available along the river, they were not matching up to the criteria the engineers had set in place. Mr. Dutton said, "It came down to the best site to try to keep it close to the wells. The price does include easements, but I understand it is an expensive purchase, but one that will be spread out over 40 years with the USDA program. USDA was involved in the process as well, knowing it was the biggest project of the package that we have with their program." He added they hope to break ground next year on the plant and will have a water plant that will be there for decades providing great water for Belmont County. Both Mr. Echemann and Mr. Meyer agreed this was the best option available.

Jim Morrison, Otto Scales Road, thanked the Board of Commissioners and everyone involved for their assistance in getting their water project approved. He said it will improve the quality of life for the seven families that live there and others they may build there in the future. Mr. Dutton said they talk a lot about infrastructure and water and sewer. He said, "When you don't have water or try to look at future economic development it is absolutely crucial to things we are doing and we are, unfortunately, in my opinion, not where we need to be, but we are on the right track and heading in the right direction." He feels this has been neglected for a long time and because of that instead of trying to look at where to expand water service to individuals that do not have water or could potentially be development areas, we're trying to fix our own system. He said, "If our system isn't fixed we can't expand. If our system isn't fixed, when communities that are smaller than us like St. Clairsville or others have issues and look to us to be a back stop for them or the State of Ohio looks to us to be a back stop for smaller communities, we have to be prepared to help and do those things. The steps have been taken over the last few years through the USDA, through unfortunate rate changes that had to happen. We are now on the right path and there's going to be a lot of activity over the next few years and we already have thoughts of what needs to be beyond those projects." He said there are areas that still need water service and it's crucial from a public health standpoint and a development standpoint. Mr. Dutton added we need to be doing as much as possible to get our roads to a better situation than they are today because they are also crucial.

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 715 positive cases, 657 recoveries, 28 isolated, five are hospitalized and 25 deaths. Mr. Sproul said, "There has only been one positive since Saturday which is a very, very good trend and hopefully we keep that up." He said the schools are doing a good job monitoring the children and his department has not received any complaints regarding the sporting events. Mr. Sproul said the Jr. Fair is now being conducted, there is a mask mandate, they have hand washing stations and social distancing will be practiced. He said the National Guard is going to be looking at sites in the area to hold drive-through pop-up testing and anyone will be able to get tested. Mr. Dutton asked if the Governor may start loosening restrictions. Mr. Sproul said yes, but the biggest thing is what happens from Labor Day. If they see any spikes from that it might change the Governor's mind about loosening the restrictions.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:48 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:47 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:47 a.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion for the board to consider.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF JOHN (JACK) LONG, PART-TIME DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of John (Jack) Long, part-time Driver for Senior Services of Belmont County, effective September 18, 2020.

Upon roll call the vote was as follows:

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

Break till noon at Belmont County Fair for Ribbon Cutting.

Reconvened Monday, September 14, 2020 at 9:35 a.m. Present: Commissioners Dutton, Echemann and Meyer.

Mr. Dutton said there is no further business to come before the board.

September 9, 2020

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:35 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:35 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of September, 2020.

J. P. Dutton /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

J. P. Dutton/s/ _____ PRESIDENT

Bonnie Zuzak /s/ _____ CLERK