

St. Clairsville, Ohio

March 8, 2023

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 her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,059,268.19

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-0051-A001-A51.000 Oil & Gas-Commrs	E-0051-A001-A20.012 Equipment	\$119,937.14

S96 JUVENILE CRT.-GEN. SPEC. PROJECT

FROM	TO	AMOUNT
E-1589-S096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$100.00

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:

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$5,833.33

K00 M.V.G.T. FUND AND O39 BOND RET-ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$7,840.96

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 dates:

****JANUARY 10, 2023****

E-1801-P081-P02.011	Contract Services	\$1,889.00
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****MARCH 08, 2023****

A00 GENERAL FUND

E-0131-A006-A04.002	Salaries-Road	\$1,000.00
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N03 FEMA- PROJECTS ENGINEER

E-9003-N003-N04.055	Contract Services	\$30,892.00
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N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$99,822.74
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O39 BOND RET-ENGINEER

E-9218-O039-O12.050	Loan Payment	\$7,840.96
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$3,353.19
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$204.37
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Y41 INDIGENT APPLICATION FEES/AUDITORS

E-9841-Y041-Y01.000	Remit to State	\$316.00
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E-9841-Y041-Y02.000	Remit to County	\$1,264.00
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Y42 RECOUPMENT FEES INDIGENT/AUDITORS

E-9842-Y042-Y01.000	Remit to State	\$105.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

HR DEPARTMENT-Katie Bayness to Columbus, OH, on March 31, 2023, to attend the CEBCO Annual Renewal meeting. A county vehicle will be used for travel.

RECORDER-Jason Garczyk to Columbus, OH, on April 19-20, 2023, to attend the Ohio Recorders’ Association Spring Continuing Education Conference. Estimated expenses: \$298.00. A county vehicle will be used for travel.

SSOBC-Sue Hines to Amish Country on April 20, 2023, for a senior outing. A county vehicle will be used for travel.

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 March 1, 2023.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement-The Belmont County Board of Commissioners is seeking applicants to fill a vacancy on the Belmont County Board of Developmental Disabilities for an unexpired term ending December 31, 2024. Interested parties are asked to contact the BCBDD Superintendent’s Office 740-695-0233 to request an application on or before March 27, 2023.

IN THE MATTER OF HIRING TYLER LOVEY AS FULL-TIME DISPATCHER/9-1-1

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Tyler Lovey as full-time Dispatcher at Belmont County 9-1-1, effective March 13, 2023.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR MUXIE DISTRIBUTING COMPANY

Motion made by Commissioner Dutton, seconded by Commissioner Echemann to adopt the following:

RESOLUTION

WHEREAS, the Tax Incentive Review Council Board met on the 1st of March, 2023, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;
WHEREAS, the Council’s recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2023:

Muxie Distributing Company

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE TAX INCENTIVE REVIEW COUNCIL RECOMMENDATION FOR HILL INTERNATIONAL PROPERTY – ST. CLAIRSVILLE, LLC

Motion made by Commissioner Dutton, seconded by Commissioner Echemann to adopt the following:

RESOLUTION

WHEREAS, the Tax Incentive Review Council Board met on the 1st of March, 2023, to review all outstanding enterprise zone agreements under the jurisdiction of Belmont County, Ohio and;
WHEREAS, the Tax Incentive Review Council Board at this annual meeting determined that the current abatement in Belmont County is in full compliance of all covenants issued to it, and;
WHEREAS, the Council’s recommendation to the Board of County Commissioners is that the following entity be approved for a continuation of the abatement for the tax year 2023:

Hill International Property – St. Clairsville, LLC

NOW THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners, that the Board does hereby approve the recommendation of the Tax Incentive Review Council Board as hereto referenced.

Upon roll call the vote was as follows:

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

Mr. Dutton said the Tax Incentive Review Council met on March 1st to discuss if the requirements are being met. The council meets annually.

IN THE MATTER OF ENTERING INTO AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES OF THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY AND SHERIFF OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into agreement by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (JBRSWA) and the Sheriff of Belmont County, Ohio, effective March 8, 2023 through December 31, 2023, for the purpose of providing environmental policing services for JBRSWA.

Note: The JBRSWA will compensate the county \$86,487.16, prorated based on the number of months in the contract year divided by twelve months for services. This pays for the cost of one full-time Sheriff’s Environmental Deputy, including compensation, fringe benefits, training,

equipment and supplies.

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
2023 AGREEMENT WITH
BELMONT COUNTY SHERIFF'S OFFICE**

This agreement is made as of this 8th day of March, 2023, by and between the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority (the "Board" or "JBRSWA"), and the Sheriff of Belmont County, Ohio (the "Sheriff").

WHEREAS, the Board is a regional solid waste authority established and maintained pursuant to Section 343.011 of the Ohio Revised Code for the purpose of providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of Jefferson County and Belmont County, pursuant to Chapter 343 and Sections 3734.52 to 3734.575 of the Ohio Revised Code; and

WHEREAS, pursuant to Section 343.011 of the Ohio Revised Code, the Board may make contracts in the exercise of the rights, powers, and duties conferred upon the regional authority, and do all acts necessary or proper to carry out the duties and responsibilities imposed on or granted to the Board; and

WHEREAS, under Section 3734.57(G) of the Ohio Revised Code, the Board may expend the proceeds of solid waste disposal and generation fees for the purposes of implementing JBRSWA's approved solid waste management plan, and to provide financial assistance to local law enforcement agencies having jurisdiction within JBRSWA for enforcing anti-littering laws and ordinances; and

WHEREAS, pursuant to Section 311.29 of the Ohio Revised Code, JBRSWA is a taxing district that may enter into a contract with the sheriff to perform any police function, exercise any police power, or render any police service for said taxing district, and JBRSWA may directly furnish the equipment and supplies used by the sheriff for such policing services and/or reimburse the county for the costs incurred by the sheriff for such policing; and

WHEREAS, the Board is committed to the prevention of littering and the unlawful disposal of solid waste, promoting and providing public recycling, and proper maintenance and use of public recycling facilities; and

WHEREAS, the Board is willing to enter into an agreement to furnish equipment and supplies and provide financial reimbursement to the Sheriff in consideration of the Sheriff performing the aforementioned activities; and

WHEREAS, the Sheriff is willing to provide police personnel and resources to carry out the aforementioned activities in exchange for said consideration.

NOW THEREFORE, pursuant to Sections 311.29, 343.011 and 3734.57(G) of the Ohio Revised Code, the Board of Trustees of the Jefferson Belmont Regional Solid Waste Authority and the Belmont County Sheriff hereby agree as follows:

ARTICLE I — CONTRACT YEAR

1.1 Term

The term of this agreement (the "Agreement") shall commence on March 8, 2023, and the Agreement shall terminate on December 31, 2023 (the "Contract Year"). Both parties hereby acknowledge and agree that they have honored the previous 2022 contract through and including the above commencement date, and that payments were made and received in accordance with that contract for the months of January and February, 2023.

ARTICLE II - OBLIGATIONS

2.1 Obligations of the Sheriff

- a. The Sheriff agrees to provide police services to JBRSWA by assigning, exclusively to JBRSWA, one full-time Sheriff's Deputy as an Environmental Enforcement Officer (EEO).
- b. The Sheriff will make available to the EEO: supervision, all training programs, special equipment, and other regular facilities of the Sheriff's Office.
- c. The Sheriff and JBRSWA shall provide for days off and work hours in accordance with the current collective bargaining agreement between the Belmont County Sheriff and its Deputies.

2.2 Responsibilities of the Environmental Enforcement Officer

- a. Provide police assistance in the enforcement of applicable Sections of Chapter 343 and 3734 of the Ohio Revised Code;
- b. Assist in duties relative to the operation, maintenance and use of JBRSWA recycling facilities and services;
- c. Support Keep Belmont County Beautiful projects;
- d. Provide investigation of all reported illegal dumping;
- e. Provide clean-up of public right-of- ways and public properties utilizing court approved inmates from the County Jail, as requested by JBRSWA;
- f. Assist in public education and awareness programs of JBRSWA as requested;
- g. Assist in special projects as determined by JBRSWA;
- h. Assist in preparation of grant applications, budgets, and reports as requested by the JBRSWA.
- i. Enforcement of JBRSWA fees and rules in consultation with JBRSWA's Executive Director and Fiscal Officer. This includes, but is not limited to, surveillance of haulers, warrants, transfer station and landfill visits and the filing of charges, working with other solid waste districts and jurisdictions in cases concerning enforcement of JBRSWA rules and fees, or misreporting of the nature or origin of waste.

ARTICLE III — REPORTS AND MEETINGS 3.1

3.1 Quarterly and Annual Reports.

The EEO shall submit quarterly reports on all services performed within 30 days after the end of each quarter. The quarterly report shall also provide quarterly statistical reports on cases logged and investigated and resolution or continuation of those cases. Annual Reports shall include a summary of all activity and services performed and shall be submitted within 30 days after the end of each year.

Quarterly expense reports shall also be submitted within 30 days after the end of each quarter. The expense reports shall detail how JBRSWA funds were spent on personnel, training, equipment, and supplies.

3.2 Covenant of Cooperation.

The EEO shall meet with JBRSWA's Executive Director or her designee, as requested, to coordinate and prioritize investigation and enforcement efforts. JBRSWA and the Sheriff's Office shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to maintain and implement the purpose and effect of this Agreement including without limitation, joining in the execution of all documentation, and providing any necessary documentation required in connection with the Agreement.

ARTICLE IV - DISBURSEMENT SCHEDULE

4.1 For the Contract Year, payments in the amount of Eighty Six Thousand Four Hundred Eighty Seven and 16/100 Dollars (\$86,487.16), prorated based on the number of months in the Contract Year divided by twelve months, shall be made directly to an appropriate fund to the credit of Sheriff's Office to be used exclusively for the purpose of providing environmental enforcement policing services for JBRSWA. Payment shall be made by JBRSWA within thirty (30) days after receipt of an invoice from the Sheriff's Office.

4.2 The above amounts shall be used to pay for the cost of one full-time Sheriff's Environmental Deputy, including compensation, fringe benefits, training, equipment, and supplies.

4.3 The balance of moneys disbursed to the Sheriff under this Agreement that have not been expended or encumbered for expenditure as of December 31, 2023, under this Agreement, shall be remitted back to JBRSWA by January 31, 2024.

ARTICLE V - VEHICLES & EQUIPMENT

5.1 JBRSWA agrees to provide the EEO access to a police vehicle needed for day-to-day use in investigations and all the responsibilities and duties set forth in this Agreement. The vehicle will be the property of and titled to the Board and shall be used exclusively by the EEO for the purposes set forth in this Agreement. JBRSWA agrees to provide and pay for insurance for said vehicle. The vehicle shall comply with Section 311.28 of the Ohio Revised Code concerning paint scheme and design of car-markings. The words "Environmental Enforcement" or words of similar import, shall be placed on both upper rear quarter panels parallel to the ground. JBRSWA agrees to pay for the maintenance of the vehicle and fuel expenses associated with the vehicle's use. Upon the termination or expiration of this Agreement, said vehicle shall be delivered to JBRSWA within thirty (30) days.

5.2 Equipment purchased with JBRSWA funds shall not be sold without the Board's approval, nor shall any such equipment be used for any purpose not expressly authorized by JBRSWA in writing.

5.3 All equipment purchased by the Sheriff with funds provided by JBRSWA pursuant to this Agreement shall be the property of the Board. Upon termination or expiration of this Agreement, all such equipment shall be delivered to JBRSWA within thirty (30) days. The Sheriff may retain the vehicle and any equipment that was provided by JBRSWA on or about 2014 pursuant to the similar prior service agreement between the parties.

5.4 JBRSWA shall pay the cost of providing the EEO with a portable radio and a cellular phone. The Sheriff agrees, at its sole expense, to provide the EEO with any other communication or surveillance equipment that is necessary to carry out the responsibilities and duties set forth in this Agreement.

ARTICLE VI - RELATIONSHIP OF PARTIES

6.1 The EEO shall remain an employee of the Sheriff's Office at all times while performing the responsibilities and duties under this Agreement. The Sheriff, the Belmont County Board of Commissioners and JBRSWA are all members of, and are insured through, CORSA. Each party acknowledges that it is responsible for its own actions under this Agreement and agrees to hold the other parties harmless from any claims or losses resulting from same.

6.2 JBRSWA agrees that in the event of an emergency call to duty, the EEO can be temporarily redirected from environmental law enforcement duties to aid other officers or perform duties required by the emergency.

6.3 Neither the Board nor the Sheriff assumes any obligation, duty, or responsibility, financial or otherwise, to remove any waste or debris from private property, or to remediate or rehabilitate any private property or site where illegal or improper disposal of waste or debris has occurred. The parties' responsibilities for removing waste or debris are limited to the voluntary clean-up of public right-of-ways and public properties, at JBRSWA's discretion, utilizing court approved inmates from the County Jail, and shall in no way be construed to obligate JBRSWA or the Sheriff to clean-up, remediate, or rehabilitate any specific property, whether public or private.

ARTICLE VII - NON-DISCRIMINATION

7.1 The Sheriff agrees, in compliance with ORC § 125.111, that:

(a) In the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and

(b) No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

ARTICLE VIII - TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party after giving thirty (30) days advanced written notice in the event of failure by the other party to perform in accordance with the terms hereof.

ARTICLE IX - MISCELLANEOUS

9.2 Nothing in this Agreement shall impute or transfer any responsibility, from one party to another, for any party's acts or omissions whether through itself or its agents, employees, and contracted servants.

9.2 The provisions of this Agreement are solely for the benefit of the parties hereto, and no third-party beneficiaries are intended. Nothing in this Agreement is intended to waive any defense that would otherwise be available against any third-party claim.

9.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior written and/or oral agreements, and may not be amended, altered, or modified except by a written instrument signed by both parties and which refers to this Agreement.

In Witness Whereof, the parties hereto have set their hands this 8th day of March 2023.

JEFFERSON BELMONT REGIONAL BELMONT COUNTY SHERIFF SOLID WASTE AUTHORITY

By: John S. Fabian /s/

J. Scott Fabian, Chairman

Date: March 3, 2023

By: Anita Petrella /s/ Ex. Dir.

Anita Petrella, Executive Director

Date: March 3, 2023

BELMONT COUNTY COMMISSIONERS Approved as to form:

J. P. Dutton /s/

J. P. Dutton, President

Jerry Echemann /s/

Jerry Echemann, Vice President

Josh Meyer /s/

Josh Meyer

Date: March 8, 2023

Upon roll call the vote was as follows:

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

Mr. Dutton said Mr. Echemann is on the JB Green board. Mr. Echemann said JB Green is happy to do this agreement. A deputy is used from the Sheriff's Department and they have full arrest capabilities. He said Sheriff Lucas is very cooperative of the program. Mr. Echemann noted there is very little prosecution of offenders.

IN THE MATTER OF ENTERING INTO A CONSULTING SERVICES AGREEMENT WITH LNE GROUP, LLC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Consulting Services Agreement with LNE Group, LLC, in the amount of \$15,000.00 for consulting services to secure dedicated funding in the FY 2024 federal budget.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this "Agreement") dated as of March 1, 2023 by and between Belmont County, Ohio ("Client") and LNE Group, LLC, sets forth the terms and conditions pursuant to which LNE Group shall provide certain consulting services for the benefit of Client.

SCOPE OF SERVICES

The scope of services will be defined in attachments to this Agreement. All services provided by LNE Group hereunder will be at the direction and subject to the prior approval of Client. LNE Group shall perform the services in a professional and workmanlike manner in accordance with industry standards and by personnel with the appropriate skills and expertise to handle such services.

FEES AND PAYMENT TERMS

The fees and payments terms will be defined in attachments to this Agreement.

TERM AND TERMINATION

The term and termination provisions are contained in attachments to this Agreement.

WARRANTY AND LIABILITY LIMITATIONS

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY LNE GROUP. IN NO EVENT WILL LNE GROUP BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY LOSS, INCLUDING, WITHOUT LIMITATION, TIME, MONEY, GOODWILL, LOST PROFITS AND CONSEQUENTIAL DAMAGES BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WHICH MAY ARISE HEREUNDER.

ASSIGNMENT

Neither Client nor LNE Group may assign, transfer, sell, or encumber this Agreement or its rights and obligations under this Agreement (whether by operation of law or otherwise) without the prior written consent of the other party, which shall not be unreasonably withheld.

INDEPENDENT CONTRACTOR

LNE Group shall perform the services set forth in this Agreement as an independent contractor and shall not be deemed an employee of Client. Nothing in this Agreement is intended to establish a partnership, joint venture or agency relationship between the parties.

NOTICES

All notices pursuant to this Agreement shall be sent by regular U.S. mail, postage prepaid, or by email. Notices shall be sent to:
If to LNE Group: 1422 Euclid Avenue, Suite 1510, Cleveland, Ohio 44115 ATTN: Scott Owens (SOwensLNEGroup.com)
If to Client: Belmont County Board of Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950 ATTN: JDutton@BelmontCountyOhio.Org JEchemann@BelmontCountyOhio.Org JMeyer@BelmontCountyOhio.org

ENTIRE AGREEMENT

This Agreement represents the entire agreement between LNE Group and Client with respect to the services, obligations and responsibilities to be performed by the parties hereunder. LNE Group and Client agree that all other agreements, proposals, purchase orders, representations and other understandings concerning the subject matter of this Agreement, whether oral or written, between the parties are superseded in their entirety by this Agreement. No alterations or modifications of this Agreement will be valid unless made in writing and signed by the parties. No attachment, supplement or exhibit to this Agreement shall be valid unless executed by LNE Group and Client.

LNE Group Belmont County, Ohio



By: _____
(Authorized Signature)
Lee C. Weingart, President
March 1, 2023
Federal Tax ID: 80-0029109

By: J. P. Dutton /s/ Jerry Echemann /s/ Josh Meyer /s/
(Authorized Signature)
J. P. Dutton Jerry Echemann Josh Meyer
March 8, 2023

Attachment 2 to Consulting Services Agreement
By and Between
LNE Group and Belmont County, Ohio

This attachment (“Attachment 2”) is made a part of that certain consulting services agreement by and between LNE Group and Belmont County, Ohio (“Client” or “BC”), dated March 21, 2022 (the “Agreement”). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

Project Understanding

LNE Group will support Client’s efforts to secure dedicated funding in the FY 2024 federal budget.

Term

The initial term of the Agreement is from March 1, 2023 to December 31, 2023. Neither party may terminate the Agreement except upon a demonstration of material breach by the other party, which shall be specific and in writing. Notwithstanding the termination or expiration of the Agreement, Client shall remain liable to pay all amounts owed to LNE Group for its work hereunder to the extent those amounts were owed prior to termination or expiration of the Agreement. The Agreement will be extended as provided in the Compensation section of this Attachment 2.

Scope of Services

LNE Group will provide the following services to Client:

Federal Advocacy - Appropriations

LNE Group will manage all aspects of advocating for “community project funding” or “congressionally directed spending” also known as earmark appropriations requests for Fiscal Year 2024 for up to two priority projects. BC will be responsible to provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of capital improvements or new programs). BC will also make its facilities and its senior staff available for tours and meetings with Members of Congress and their staff as reasonably required to support BC’s earmark request(s).

LNE Group will:

- Provide intelligence on appropriations successes and best practices based on FY2024 funded projects and FY2024 guidance.
- Work with BC to craft a project request for earmark funding, meeting two important criteria: being strategic to BC and eligible for earmark funding.
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the earmark request.
- Manage all advocacy efforts (virtually and in-person where permitted); schedule, attend, and follow up on all meeting with Members of Congress and their staff; and undertake any other activities to promote BC’s project(s).
- Report regularly to BC on progress.

Client will be responsible to get local support letters signed and back to LNE Group so they can be submitted with the application for the project.

Compensation

Client will compensate LNE Group as follows:
Client will pay LNE Group \$15,000 as a one-time flat fee. Payment is due on or before April 20, 2023.
The flat fee is comprehensive and covers all LNE Group’s professional time and expenses.

LNE Group Belmont County, Ohio



By: _____
(Authorized Signature)
Lee C. Weingart, President
March 1, 2023
Upon roll call the vote was as follows:

By: J. P. Dutton /s/ Jerry Echemann /s/ Josh Meyer /s/
(Authorized Signature)
J. P. Dutton Jerry Echemann Josh Meyer
March 8, 2023

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

Mr. Dutton said the county is always trying to secure state and federal money for projects. He noted \$800,000 was received last year for a sanitary sewer project with the help of LNE Group.

**IN THE MATTER OF APPROVING THE GENERAL RATIFICATION OF
PAID-UP OIL & GAS LEASE WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the General Ratification of Paid-Up Oil & Gas Lease, effective June 29, 2022, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC.

Note: The amendment is adding an additional 0.0.0258265 net acres in Colerain Township for an additional payment of \$116.22.

GENERAL RATIFICATION OF PAID-UP OIL & GAS LEASE

STATE OF OHIO)
COUNTY OF BELMONT) **SS KNOW ALL MEN BY THESE PRESENTS, THAT**

WHEREAS, on the 29th day of June, 2022, The Belmont County Board of Commissioners, by Josh Meyer as President, J.P. Dutton as Vice President, and Jerry Echemann as Member, as Lessor, executed and delivered unto Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company, as Lessee, that certain Paid-Up Oil & Gas Lease, (hereinafter called “Lease”), made effective the 29th day of June, 2022, as evidenced by a Memorandum of Oil & Gas Lease (hereinafter called “Memorandum”) recorded in Volume 906, Page 576, as Instrument No. 202200007709 of the Official Records of Belmont County, Ohio, covering the following described lands being 0.309917 acres, more or less (hereinafter referred to as “Subject Lands”):

Property Tax Parcel Identification Number: 61-01563.000
(Mineral Parcel No.: 61-01833.000; Oil & Gas Parcel No.: 61-01827.000)
Colerain Township; Township: 6; Range: 3; Section: 12; SE ¼

and is bounded formerly or currently as follows:

On the North by lands of: **Richard D. Simpson**
On the East by lands of: **Donna R. Warren**
On the South by lands of: **Adventure Acres Land Holding LLC**
On the West by lands of: **Clara A. Zackey**

Including lands acquired from L.A. Lawver, et al, by virtue of plat dated August 31, 1957, and recorded in Cabinet A, Slide 176, and described for the purposes of this agreement as containing a total of 0.309917 Leasehold acres

WHEREAS, Ascent Resources – Utica, LLC, as Lessee, or successor to Lessee, has requested that the undersigned, The County of Belmont, Ohio, by J.P. Dutton as President, Jerry Echemann as Vice President, and Josh Meyer as Member, whose address is 101 West Main Street, St. Clairsville, OH 43950, ratify the Lease and Memorandum above in their capacity as the current owners of the above described lands.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, it is the purpose and intent of the undersigned, to hereby ratify and confirm the Lease and the Memorandum above stated and the undersigned, does hereby grant, lease, and let the above Subject Lands to Ascent Resources – Utica, LLC, its successors and assigns as if they were an original Lessor of the Lease aforesaid.

It is the understanding and intent of all parties that this Ratification shall have no effect upon, and is not intended to amend any terms, conditions, or provisions of said Lease and Memorandum beyond affirming the validity of said Lease and Memorandum:

IN WITNESS WHEREOF, this instrument is executed as of the dates below, but shall be considered effective as of the date of the lease.

THE BELMONT COUNTY BOARD OF COMMISSIONERS

By: J.P. Dutton
Name: J.P. Dutton
Title: President

Date 3/8/23

By: Jerry Echemann
Name: Jerry Echemann
Title: Vice President

Date 3.8.23

By: Josh Meyer
Name: Josh Meyer
Title: Member

Date 3/8/23

APPROVED AS TO FORM:

Danell Smith
PROSECUTING ATTORNEY

ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2023, by J.P. Dutton, as President, Jerry Echemann, as Vice President, and Josh Meyer, as Member on behalf of The Belmont County Board of Commissioners.



BONNIE ZUZAK
Notary Public, State of Ohio
My Commission Expires:
February 18, 2026

Notary Public Bonnie Zuzak
Printed Name: BONNIE ZUZAK
My Commission Expires: 2-18-2026

Prepared By/Return To: Ascent Resources – Utica, LLC, P.O. Box 13678, Oklahoma City, OK 73113

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AMENDING ORDER OF PAYMENT WITH
ASCENT RESOURCES-UTICA LLC SIGNED ON NOVEMBER 9, 2022**

Motion made by Mr. Dutton, seconded by Mr. Echemann to amend the Order of Payment with Ascent Resources-Utica, LLC, approved and signed on November 9, 2022, changing the acreage located in Richland Township from 3.8406 to 3.7886; new payment amount \$17,048.70.

Note: The new payment amount is a reduction of \$234.00.

Upon roll call the vote was as follows:

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

Mr. Dutton said the parcel was already leased.

**IN THE MATTER OF APPROVING ESTIMATE #1166 FROM
JUSTIN PRODUCTS/BUILDING AND GROUNDS DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve estimate #1166 from Justin Products for one (1) Eagle CT15 automatic floor scrubber in the amount of \$3,968.00 for the Belmont County Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL NUMBER PPA28484
FROM H. E. NEUMANN COMPANY/BCDJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal number PPA28484 from H. E. Neumann Company in the amount of \$26,125.00 for all labor and materials necessary to replace both Raypak outdoor hot water heating boilers with two new Raypak replacement models, for the Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM
JOHNSON BOILER WORKS, INC/BCDJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposal from Johnson Boiler Works, Inc., in the amount of \$9,420.00 to supply materials and labor for a sanitary sewer line replacement, valve replacement and installation at the Belmont County Department of Job & Family Services.

Upon roll call the vote was as follows:

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

Mr. Dutton explained the last two motions are two major replacement projects for Belmont County Job and Family Services which was built in the 1990’s. A smaller repair option on the boilers in the amount of \$3,000 could have been done. The boilers are past the life of the equipment so the better option was to replace them.

RECESS

**Jackee Pugh, Exec. Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report**

IN THE MATTER OF QUARTERLY TOURISM REPORT

Ms. Pugh said 15,000 copies of the new visitors’ guide have been distributed locally, throughout the state and regionally. Online requests for the guide are up 56% from last year. They are now advertising on the state level, such as full-page ads in Ohio’s visitors guide which may contribute to the increased interest. Ms. Pugh said they provide \$100,000 yearly in funding for local fairs and events through the GAP grant. She noted they ended 2022 \$21,000 under budget. The lodging excise tax is still a little under pre-COVID numbers. Ms. Pugh said Tourism Ohio is looking at ways to encourage visitors to visit Ohio and then possibly move to Ohio. Ms. Pugh has been asked to speak in front of the Ohio Senate on Senate Bill 4 regarding expanding the film tax credit which could have economic impact on rural communities like Belmont County.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A.M.

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

Upon roll call the vote was as follows:

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

Kelly Porter, Water and Sewer District Director, was present until 10:52 a.m. Executive session continued after he exited.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:11 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:11 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 are two motions for the board to consider.

**IN THE MATTER OF HIRING ROBERT AMABILE
AS FULL-TIME KENNEL STAFF/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Robert Amabile as full-time Kennel Staff at the Belmont County Animal Shelter, effective March 13, 2023, at pay grade 2, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ISSUING AN UNPAID-ONE-DAY
SUSPENSION TO ALEC DOMBROSKI, FULL-TIME
MECHANIC/DISTRIBUTION MAINTENANCE I/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to issue an unpaid one-day suspension to Alec Dombroski, full-time Mechanic/Distribution Maintenance I employee at Belmont County Water & Sewer District and direct his supervisor to notify Mr. Dombroski of the same. Suspension will be served March 9, 2023.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:01 p.m. with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:01 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:01 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of March, 2023.

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