

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

**IN THE TOTAL AMOUNT OF \$2,087,925.62**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A28.000 Comms-Other Expenses	E-0257-A015-A15.074 Transfers Out	\$360.54

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$1,350.00

**W98 CEBCO WELLNESS GRANT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1498-W098-W21.000 2024 Expenses	E-1498-W098-W23.002 Salaries/Benefits	\$2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND E01 COUNTY HEALTH**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-2210-E001-E10.500 Other Receipts	\$360.54

**T10 WATER & SEWER GUARANTEE DEPOSIT AND P05 WATER WORKS FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,586.41

**T10 WATER & SEWER GUARANTEE DEPOSIT AND P53 SANITARY SEWER DISTRICT FUNDS/BCSSD**

E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$932.21
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 20, 2024, date:

**E09 NEXT GENERATION/911**

E-2209-E009-E01.011	Contract Services	\$14,758.77
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**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,392.17
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$90.00
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**Y01 UND. AUTO TAX**

E-9801-Y001-Y01.000	Und. Auto Tax	\$235,858.85
E-9801-Y001-Y03.000	Township-Permissive Tax	\$66,500.00
E-9801-Y001-Y05.000	Pease Township	\$2,944.00
E-9801-Y001-Y06.000	Goshen Township	\$1,224.00
E-9801-Y001-Y07.000	Warren Township	\$2,671.50
E-9801-Y001-Y08.000	Pultney Township	\$3,580.00
E-9801-Y001-Y09.000	Flushing Township	\$528.00
E-9801-Y001-Y10.000	Colerain Township	\$1,230.00
E-9801-Y001-Y11.000	Kirkwood Township	\$253.50
E-9801-Y001-Y12.000	Mead Township	\$727.50
E-9801-Y001-Y13.000	Richland Township	\$2,196.00
E-9801-Y001-Y14.000	Smith Township	\$429.00
E-9801-Y001-Y15.000	Somerset Township	\$420.00
E-9801-Y001-Y16.000	Union Township	\$757.50
E-9801-Y001-Y17.000	Washington Township	\$247.50
E-9801-Y001-Y18.000	Wayne Township	\$235.50
E-9801-Y001-Y19.000	Wheeling Township	\$546.00
E-9801-Y001-Y20.000	York Township	\$247.50

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:  
**COMMISSIONERS**-Jerry Echemann to Coshocton, OH, on March 26, 2024, to attend the OMEGA Annual Membership meeting. A county vehicle will be used for travel.

**HR DEPARTMENT**-Erin McVay and Katie Bayness to Bellville, OH, on March 22, 2024, to attend the CLCCA Spring meeting. Erin McVay to Columbus, OH, on March 26-29, 2024, to attend the BWC Safety Congress & Expo. Estimated expenses: \$707.00. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 13, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF REBECCA HUGHES, FULL-TIME OPERATIONS MANAGER AT BELMONT COUNTY WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Rebecca Hughes as a full-time Operations Manager at Belmont County Water & Sewer District, effective March 22, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING THE CASH ADVANCE FROM THE GENERAL FUND TO THE BELMONT COUNTY LAND BANK**

Motion made by Mr. Echemann, seconded by Mr. Meyer, to adopt the following:

**RESOLUTION**

**WHEREAS**, the Belmont County General Fund will execute a cash advance in fiscal year 2024 in the total amount of \$500,000.00 to the **BELMONT COUNTY LAND BANK**; and

**WHEREAS**, the funding will be used to cover the costs of projects over and above the normal demolition projects. The Belmont County Land Bank will reimburse the General Fund in twelve to eighteen months; and

**WHEREAS**, the Belmont County Commissioners have determined to designate the aforementioned cash advance to the Belmont County Land Bank; and

**NOW BE IT RESOLVED**; the Board of County Commissioners hereby authorize the cash advance in the total amount of \$500,000.00 from the General Fund to the Belmont County Land Bank for the expenditures incurred for the costs of projects over and above the normal demolition projects.

Upon roll call the vote was as follows:

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

Mr. Dutton said both Commissioner Echemann and Meyer are on the Land Bank board. He added the Land Bank is very active. Mr. Dutton said they are using some funds that are in reserve to help speed up projects and allow the Land Bank to move through the process a lot quicker. Mr. Meyer noted the Belmont County Treasurer Kathy Kelich is the chair of the board. "We want to be a little bit more aggressive this year. Kathy had asked for an advance from us, and we thought that would be a prudent move and good use of those funds to continue to take down dilapidated structures that are eyesores to different communities. We'll go ahead and be able to do more of those this year," said Mr. Meyer. Mr. Echemann noted the Land Bank will reimburse the funds.

**IN THE MATTER OF ENTERING INTO AGREEMENT BY AND BETWEEN STEEL VALLEY PORTABLE X-RAY SERVICE AND BELMONT COUNTY SHERIFF'S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into agreement by and between Steel Valley Portable X-Ray Service and Belmont County Sheriff's Office, effective April 1, 2024 to December 31, 2024, in the following amounts, based upon the recommendation of Sheriff Dave Lucas:

- X-Rays/EKGs-\$95.00 per patient per exam
- Ultrasound/Dopplers-\$200.00 per patient exam
- Echocardiograms: \$300.00 per patient

*Note: Inmates are charged a medical co-pay for this service; any amount not covered will be paid for through the Sheriff's medical line.*

1. THIS AGREEMENT is made and entered into on this 20th day of March 2024, by and between STEEL VALLEY PORTABLE X-RAY SERVICE, an Ohio corporation whose primary place of business is located at 5136 W. Tuscarawas, Canton, Ohio, hereinafter referred to as "Steel Valley", and BELMONT COUNTY SHERIFF'S OFFICE, located at 68137 Hammond Road, St. Clairsville, Ohio, hereinafter referred to as "Facility".

**II. SCOPE OF AGREEMENT**

1. Steel Valley hereby represents and warrants to the facility, that Steel Valley and each subcontractor who performs services on behalf of Steel Valley, shall furnish the Facility with Portable Digital Radiography and EKG services for all of the patients of the Facility, twenty-four (24) hours per day seven (7) days a week. Ultrasound/Doppler services shall be scheduled (7) days a week.

**III. RELATIONSHIP OF THE PARTIES**

1. It is expressly acknowledged by the parties hereto that Steel Valley is an independent contractor. Nothing in this Agreement is intended to or shall be construed to create an employer-employee relationship. None of the provisions in the Agreement are intended to create nor shall any provision be deemed or construed to create any relationship between the parties, specifically meaning that neither of the parties hereto, nor any of their respective officers, directors, trustees or employees, shall act as or be construed to be the agent, employer or representative of the other

**IV. BILLING**

1. Steel Valley shall bill the Facility directly for all services performed according to the terms and conditions identified below:

- X-Rays/EKGs: \$95.00 per patient per exam.
- Ultrasound/dopplers: \$200.00 per patient exam
- Echocardiograms: \$300 per patient exam

March 20, 2024

Facility shall reimburse Steel Valley within sixty (60) days of receipt of an invoice for the exams Provided.

Upon execution of the Agreement, Steel Valley shall provide Facility with a completed IRS form W-9. Facility shall make payment to Steel Valley at the following address:

Steel Valley Portable X-Ray Service  
5136 West Tuscarawas  
Canton, Ohio 44708

2. No requests for services shall be honored unless authorized by the treating physician. Each treating physician shall be notified of all test results.

3. Steel Valley hereby represents and warrants that Steel Valley and each subcontractor who performs services on behalf of Steel Valley, has met the requirements for coverage of services under Health Insurance for Aged Program (Title XVIII of the Social Security Act).

#### V. TERM

1. This Agreement shall be for a period of nine months (9) months from April 1, 2024 to December 31, 2024.

#### VI. TERMINATION

1. During the initial term or any renewal term, either party may terminate this Agreement for any reason by sending written notice of termination sixty (30) days before the termination is effective. The sixty (30) day notice period will start upon the postmark date if sent by USPS mail or the date of pickup if sent by courier.

2. Steel Valley and each of its employees, agents, and subcontractor shall provide, and shall ensure that the Service provided is in accordance with (a) all applicable requirements of federal, state, or local laws, rules and/or regulations, including official interpretations of those requirements by the entities charged with implementing and enforcing them, including, without limitation, nondiscrimination on the basis of race, color, national origin, handicap, age, or other protected class, (b) accepted professional standards or practice.

#### VII. INSURANCE

1. Each party shall secure and maintain at its sole expense for all times during the term of the Agreement, insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) annual aggregate, for professional liability, negligence, errors, and omissions, and commercial general liability and applicable state statutory limits for workers compensation.

#### VIII. COMPLIANCE

1. The parties agree to incorporate the Business Associate Agreement attached hereto as APPENDIX A into this Agreement by reference, and to comply with the terms therein.

2. The parties specifically intend to comply with all applicable laws, rules and regulations, including but not limited to the federal anti-kickback statute and "Stark Law". Accordingly, no part of any charge, fee, reimbursement or compensation, between the parties, or between Steel Valley and its subcontractors, is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services, nor are the payments intended to induce illegal referrals of business.

3. Steel Valley hereby represents and warrants that each employee, agent, and subcontractor who performs services on behalf of Steel Valley, pursuant to this agreement (a) are, and will remain at all times throughout the term of this Agreement, authorized to participate in the Medicare and state Medicaid programs, and shall comply with all conditions of participation or other requirements applicable to participation in such programs; (b) have, and will maintain at all times throughout the term of this Agreement, all necessary qualifications, certifications, licenses and/or accreditations required by federal, state, and local laws and regulations to provide the services covered by this Agreement; (c) will provide the services in accordance with the professional standards and principles applicable to their profession; and (d) are not, and at no time have been, excluded from participation in any federally funded health care program, including Medicare or Medicaid, or sanctioned under any applicable state and federal fraud and abuse statutes.

4. Steel Valley hereby represents and warrants that each employee, agent, and subcontractor who performs services of behalf of Steel Valley, pursuant to this agreement have passed the required State BCI & I and Federal FBI Criminal history record check.

5. Steel Valley, each employee, agent, and subcontractor who provides Services for Steel Valley, shall maintain records concerning Facility's residents receiving Services under this Agreement, in accordance with applicable federal and state laws, regulations and program guidelines.

Steel Valley, each employee, agent, and subcontractor who provide Services for Steel Valley, hereby agree to maintain the confidentiality of all information and records and use safeguards to prevent the Use or Disclosure of PHI in any matter other than as provided for by this Agreement.

6. Access to Books and Records. In the event this Agreement is found to be subject to 42 C.F.R. § 420, the parties agree that during the term of this Agreement and continuing until the expiration of seven (7) years after the furnishings of any services pursuant to this Agreement, upon a written request by the Secretary of Health and Human Services in compliance with 42 C.F.R. § 420 (D), the parties will provide to the Secretary of Health and Human Services, the Comptroller General, or a duly authorized representative, access to this Agreement and all books, documents, and records which are necessary to verify the nature and extent of the costs of the services provided under this Agreement. The parties further agree that any subcontract or series of subcontracts it enters into with a cost or value of Ten Thousand Dollars (\$10,000) or more during a twelve month period, shall contain a clause providing, during the term of the subcontract and continuing until the expiration of seven (7) years after the furnishings of any services pursuant to the subcontract, that upon request by the Secretary of Health and Human Services in compliance with 42 C.F.R § 420 (D), the subcontractor shall provide to the Secretary of Health and Human Services, the Comptroller General, or duly authorized representative access to the subcontract and all books, documents, and records necessary to verify the nature and extent of the costs of services provided under this Agreement.

7. Nondiscrimination. Neither party to this Agreement shall discriminate because of race, color, religion, gender, age, national origin, known handicap or status as a Vietnam era veteran or disabled veteran, and as further defined and prohibited by applicable Federal and State government laws, in any facet of its operation. The parties further agree to comply with the provisions of the Americans with Disabilities Act.

#### IX. MISCELLANEOUS

1. Amendment. Modifications within the scope of this Agreement shall be made by mutual consent of the parties, by issuance of a written modification, signed and dated by both parties, prior to any changes being performed or effected.

March 20, 2024

2. Governing Law. Any dispute arising out, related to or in connection with this Agreement shall be governed by, and the Agreement shall be construed under, the laws of the State of Ohio, without giving any effect to any choice or law or conflict of laws provisions that would result in the applications of the laws of any other state.

3. No Assignment. The terms, covenants and conditions of this Agreement shall extend to and shall be binding upon the respective successors, assigns, personal representatives, administrators, executors and heirs of the parties. Nothing herein shall be construed to create in any party a right to assign this Agreement.

4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or otherwise invalidated.

5. No Waiver. The failure of a party to enforce any right or provision of this Agreement shall not be construed as a waiver of such rights or provisions or a waiver by such party to thereafter enforce such rights or provisions or any other rights or provisions under this Agreement.

6. Entire Agreement. The parties hereto acknowledge that there are no covenants, representations, warranties, agreements, or conditions, either express or implied, which in any way affect, for a part of, or relate to this Agreement except those expressly set forth herein. The parties hereto expressly agree and represent that this Agreement, including all Exhibits and Appendices attached hereto constitute the entire agreement between them.

7. Dispute Resolution. Any dispute under this Agreement shall be resolved in any court of competent jurisdiction.

8. Notice. All notices, requests, consents or other communications given by any party hereto shall be in writing and shall be deemed duly given if personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the other party at its address set forth below or at such other address as such other party may hereafter designate in the manner herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date written above.

THIS SERVICE AGREEMENT IS ACCEPTED BY:

BELMONT COUNTY COMMISSIONERS:

Jerry Echemann /s/

SIGNATURE

PRINT NAME: Jerry Echemann

TITLE: President

Josh Meyer /s/

SIGNATURE

PRINT NAME: Josh Meyer

TITLE: Vice President

J. P. Dutton /s/

SIGNATURE

PRINT NAME: J. P. Dutton

TITLE: Belmont County Commissioner

David M. Lucas /s/

SIGNATURE

PRINT NAME: David M. Lucas

TITLE: Belmont County Sheriff

APPROVED AS TO FORM:

Jacob A. Manning /s/

SIGNATURE

PRINT NAME: Jacob A. Manning

TITLE: Belmont County Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a Consulting Services Agreement with LNE Group, LLC, in the amount of \$6,000.00 per month for consulting services to secure dedicated funding in the State of Ohio's "one-time strategic community investment" fund and FY 2025 Congressionally Directed Spending process, effective March 20, 2024 to March 31, 2025.

*Note: Either party may terminate the agreement with a 60 day written notice.*

**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement (this "Agreement") dated as of March 20, 2024 by and between The 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: Lee C. Weingart ([LWeingart@LNEGroup.com](mailto:LWeingart@LNEGroup.com))  
If to Client: 101 West Main Street, St Clairsville, OH 43950 ATTN: Belmont County Board of Commissioners

**ENTIRE AGREEMENT**

March 20, 2024

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**

By: Lee C. Weingart /s/  
(Authorized Signature)

Lee C. Weingart, President  
March 18, 2024

Federal Tax ID: 80-0029109

**Belmont County, Ohio**

By: Jerry Echemann /s/  
By: Josh Meyer /s/

By: J. P. Dutton /s/  
(Authorized Signature)

March 20, 2024

APPROVED AS TO FORM:

Jacob A. Manning /s/ Assistant Prosecuting Attorney  
PROSECUTING ATTORNEY

**Attachment 1 to Consulting Services Agreement  
By and Between**

**LNE Group and Belmont County, Ohio**

This attachment ("Attachment 1") is made a part of that certain consulting services agreement by and between LNE Group and Belmont County, Ohio ("Client"), dated March 20, 2024 (the "Agreement"). Unless otherwise stated in this Attachment 1, the terms and conditions of the Agreement shall apply and are unmodified.

**Project Understanding**

Client is interested to pursue funding for a project from two sources: (1) The State of Ohio's "one-time strategic community investment" fund (Ohio Senate version), and (2) Federal FY 2025 Congressionally Directed Spending (CDS, formerly known as "earmarks") process. LNE Group will manage submission of applications for one-time strategic community investment fund support and CDS support for a project of Client's choosing.

**Term and Termination**

The term of the Agreement is from March 20, 2024 to March 31, 2025. Either party may terminate this Agreement upon providing sixty (60) days written notice to the other party. Notwithstanding the termination or expiration of the Agreement as provided herein, 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.

**Scope of Services**

LNE Group will:

State of Ohio One-Time Strategic Community Investment Fund-State Capital Budget:

- Provide intelligence on requirements for funding
- Develop and submit the application for funding to the Ohio State Senate
- Advocate with state officials (including Client's state senator) for funding
- Report regularly to Client

Federal Government FY 2025 CDS

- Work with Client to submit an application for FY 2025 CDS funding
- Draft the application and other supporting documentation (e.g., local support letters) required to submit the CDS request.
- Manage all advocacy efforts; schedule, attend, and follow up on all meetings with Members of Congress and their staff; and undertake any other activities to promote the Client's project.
- Report regularly to the Client

Other

- LNE Group will support other government relations support to Client as mutually agreed by the parties.

Client will:

- Provide qualitative and quantitative inputs related to the project (e.g., cost estimates, objectives and expected outcomes of proposed improvements).
- Make its facilities and its leadership and senior staff available for tours and meetings with elected officials and their staff to support the funding requests.
- Support LNE Group in securing necessary documentation, including local support letters and any third-party endorsements, for the applications.

**Compensation**

Client will compensate LNE Group as follows:

- Monthly retainer of \$6,000 (total payments \$72,000)

The foregoing professional fees cover LNE Group's professional time and expenses.

**LNE Group**

By: Lee C. Weingart /s/  
(Authorized Signature)

Lee C. Weingart, President  
March 18, 2024

**Belmont County, Ohio**

By: Jerry Echemann /s/  
By: Josh Meyer /s/

By: J. P. Dutton /s/  
(Authorized Signature)

March 20, 2024

Upon roll call the vote was as follows:

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

Mr. Echemann said the LNE Group is a lobbyist group that will make pitches for the Commissioners' earmark applications in Washington, DC, on various projects. He noted the board identifies the projects they would like to see happen. Mr. Dutton said they have been bringing a tremendous amount of state and federal funds to Belmont County and this is another step to take it to another level. Mr. Dutton said they have a great relationship with the legislators involved in the process.

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR TO ESTABLISH  
A NEW FUND FOR THE JOPS/SECRET SERVICE TASK FORCE  
PROGRAM FOR THE BELMONT COUNTY SHERIFF'S DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Belmont County Auditor to establish a new fund for the JOPS/Secret Service Task Force Program for the Belmont County Sheriff's Department.

*Note: The Sheriff's Department will be receiving equipment and funding for training.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE FAA GRANT**

**CONTRACT, AIP GRANT NUMBER 3-39-0007-015-2023 FOR THE BARNESVILLE-BRADFIELD AIRPORT**

Motion made by Mr. Meyer, seconded by Mr. Dutton, as the co-sponsor for the Belmont County Regional Airport Authority, to approve and authorize the President of the Board of Belmont County Commissioners, Jerry Echemann, to sign the FAA Grant Contract, AIP Grant Number 3-39-0007-015-2023, for the Barnesville-Bradfield Airport.

*Note: Federal share \$78,165.00, State share, \$4,342.00, Local share \$4,343.00. These funds will be used to establish a new airport control and an updated obstruction survey.*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord, Martins Ferry, inquired if there were any updates regarding the ethane cracker plant. Mr. Meyer said JobsOhio have put in a lot of work so far and continues to do so. 2020 changed a lot of things for everybody, this county, the state, the world. Mr. Meyer added it's a great piece of property and if for some reason that project doesn't take place JobsOhio will do their due diligence on getting something else at that location. He noted PTT is very community oriented.

Mr. Hord asked about the jail overcrowding issue. Mr. Meyer said the numbers have been well below capacity of 144. Today's inmate count is 120 which is good for the staff and budget.

**Judge Al Davies, Belmont County Court of Common Pleas Juvenile/Probate Division, Jennifer Shunk, Court Administrator and Noah Atkinson, CCAP Director**

**Re: CCAP Update**

Judge Davies and Noah Atkinson presented Belmont County's program last week at the Intercourse Conference. The current program has great success. They also presented future goals for the CCAP program. Next year the CCAP program will be in existence for 30 years. The program received a lot of praise at the conference. This summer CCAP plans to do a carwash and will have three gardening plots at the community garden. All food grown will be donated to the local food bank. Mr. Atkinson said Belmont County is considered a small to medium court, but can go up against courts in bigger areas.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:30 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:52 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:52 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:57 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:08 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:08 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of the first executive session there are two motions for consideration.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF HAYDEN PERKINS, FULL-TIME KENNEL STAFF**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Hayden Perkins as a full-time Kennel staff at the Belmont County Animal Shelter, effective March 16, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAID PARENTAL LEAVE FOR ALEXIS LUNSFORD, DEPUTY CLERK/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Paid Parental Leave for Alexis Lunsford, Deputy Clerk at Eastern Divisional Court, effective March 19, 2024 and ending April 29, 2024.

Upon roll call the vote was as follows:

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

March 20, 2024

Mr. Echemann said as a result of the second executive session there is one motion for consideration.

**IN THE MATTER OF PLACING SHELLY YECKLEY,  
PART-TIME LPN AT THE BELMONT COUNTY JAIL  
ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to place Shelly Yeckley, part-time LPN at the Belmont County Jail on paid administrative leave effective March 20, 2024 until further notice.

Upon roll call the vote was as follows:

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

**RECESS**

March 20, 2024

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:36 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:36 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of March, 2024.

Jerry Echemann /s/\_\_\_\_\_

Josh Meyer /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Commissioner Dutton – Absent\_\_\_\_\_

We, Jerry Echemann 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.

Jerry Echemann /s/\_\_\_\_\_ PRESIDENT

Bonnie Zuzak /s/\_\_\_\_\_ CLERK