

St. Clairsville, Ohio

November 5, 2025

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Vince Gianangeli, 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 \$761,737.31**

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	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-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$7,416.18
E-0051-A001-A10.000 Professional Services	E-0257-A015-A15.074 Transfers Out	\$7,916.66
E-0059-A009-A00.002 Salary	E-0051-A001-A50.000 Budget Stabilization	\$11,039.12
E-0121-A006-B03.010 Supplies	E-0121-A006-B02.002 Salaries-Employees	\$2,500.00
E-0121-A006-B08.000 Travel	E-0121-A006-B02.002 Salaries-Employees	\$500.00

**G50 LODGING EXCISE TAX**

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G10.000 Colerain Twp	\$30.07
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G11.000 Mead Township Dist	\$3.61
E-1910-G050-G01.000 Convention and Vist	E-1910-G050-G12.000 Village of Barnesville	\$3.14

**O39 BOND RETIR-ENGINEERS**

FROM	TO	AMOUNT
E-9218-O039-O11.051 USDA Principal Bond Pmnt	E-9218-O039-O05.050 Principal Loan Pmnts	\$199.75
E-9218-O039-O12.050 OPWC Loan Payments	E-9218-O039-O05.050 Principal Loan Pmnts	\$312.76
E-9218-O039-O06.051 Interest Payments	E-9218-O039-O05.050 Principal Loan Pmnts	\$2,487.48

**P05 WATER WORKS FUND**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P18.010 Supplies	\$25,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$145,000.00

**P53 SANITARY SEWER DIST. FUND**

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P03.012 Equipment	\$10,000.00

**S30 OAKVIEW JUV REHIBILITAION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$560.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/Staff Dev.	\$2,750.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$10,262.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General & Others	\$8,575.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Rec.	\$250.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	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-0257-A015-A15.074 Transfers Out	R-2210-E001-E17.574 Transfers In	\$7,916.66

**A00 GERNERAL FUND AND W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$7,416.18

**W80 PROSECUTOR’S-VICTIM PROGRAM AND A00 GENERAL FUND**

FROM	TO	AMOUNT
E-1511-W080-P01.002 Victim Ass. Salary	R-0040-A000-A47.574 Transfer In	\$2,446.03

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	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 certification dates:

**\*\*AUGUST 19, 2025\*\***

**N90 BLACK HORSE INN PROJECT**

E-9799-N090-N03.000	Construction-Ross County	\$14,339.00
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**\*\*NOVEMBER 4, 2025\*\***

**A00 GENERAL FUND**

E-0051-A001-A13.000	Postage	\$311.06
E-0059-A009-A00.002	Salary	\$18,239.12
E-0059-A009-A01-003	PERS	\$1,300.00
E-0111-A001-E02.002	Salaries	\$2,446.03

**G50 LODGING EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitor Bureau	\$21,818.02
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**M78 TITLE IV-E REIMB**

E-0400-M078-M05.000	Other Expenses	\$5,757.23
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**N14 SSD CAPITAL IMPROVEMENTS**

E-9014-N014-N05.055	Contract Projects	\$206,785.07
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**S12 BELMONT COUNTY PORT AUTHORITY**

E-9799-S012-S07.000	Professional Services	\$96,610.00
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**S30 OAKVIEW JUV REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$131,724.00
E-8010-S030-S54.000	Food	\$70.00

**S55 TARGETED COMMUNITY ALTERNATIVES TO PRISON**

E-1545-S055-S01.000	Grant Expenses	\$76,291.50
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**S56 PROBATION SERVICES GRANT**

E-1546-S056-S04.001	Salary/Fringes	\$37,500.00
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**S77 COMMUNITY BASES CORRECTION ACT GRANT**

E-1520-S077-S01.002	Salaries	\$17,587.25
E-1520-S077-S02.005	Medicare	\$225.00
E-1520-S077-S04.006	Hospitalization	\$6,135.25
E-1520-S077-S03.003	PERS	\$2,175.00
E-1520-S077-S05.044	Workers Compensation	\$277.00

**W80 PROSECUTOR’S – VICTIM PROGRAM**

E-1511-W080-P01.002	Salaries	\$2,446.03
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Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	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:

**COMMISSIONERS**-J. P. Dutton to Columbus, OH, on December 3-4, 2025 and Jerry Echemann and Vince Gianangeli to Columbus, OH, on December 3-5, 2025, to attend CCAO Winter Conference.

**DJFS**-Tanya Neal, Kimberly Rico and Lisa Davis to Hannibal, OH, on November 7, 2025, to attend the CCMEP meeting. A county car will be used for travel. Estimated expenses: \$150.00. David Williamson to Columbus, OH, on November 21, 2025, to attend the OCATS meeting. Estimated expenses: \$225.00.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	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 October 29, 2025.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ACKNOWLEDGING RECEIPT  
OF DONATIONS/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge receipt of \$15,940.44 in unspecified donations to the Belmont County Dog and Kennel fund for the third quarter of 2025, as follows: \$9,172.80 for July, \$3,081.54 for August and \$3,686.10 for September.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING QUOTE FROM KARRAS PAINTING, LLC/EMA BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Karras Painting, LLC, in the amount of \$3,870.00, to supply all labor and materials to paint the exterior of the Belmont County EMA building.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING VEHICLE TRADE-IN AND PURCHASE  
FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the trade-in of one 2019 Dodge Charger Sedan for a trade-in amount of \$6,800.00 and one 2020 Dodge Charger Sedan for a trade-in amount of \$6,800.00 and purchase two 2026 Chevrolet Blazers from Auto Choice in the amount of \$29,085.00 each for a net cost of \$22,285.00 each, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

*Note: These are replacement vehicles and will be used for non-emergency medical transportation. The cost will be covered by SSOBC’s regular operating budget.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING PAY APPLICATION NUMBER 8 (THROUGH 10/31/2025)  
FROM GRAE-CON CONSTRUCTION, INC/BELMONT COUNTY HEALTH AND RECORDS BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Pay Application Number 8 (through 10/31/2025) from Grae-Con Construction, Inc., in the amount of \$1,879,761.24 for the Belmont County Health and Records Building project, based upon the recommendation of Mills Group, Project Architect.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING THE AMENDMENT OF PAID-UP OIL & GAS  
LEASE, EFFECTIVE JULY 2, 2025, BETWEEN BELMONT COUNTY BOARD OF  
COMMISSIONERS AND ASCENT RESOURCES-UTICA LLC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Amendment of Paid-Up Oil & Gas Lease, effective July 2, 2025, between the Belmont County Board of Commissioners and Ascent Resources – Utica, LLC.

*Note: The amendment increases the pooling limit language.*

**AMENDMENT OF  
PAID-UP OIL & GAS LEASE**

THIS AMENDMENT OF PAID-UP OIL & GAS LEASE (this “**Amendment**”), effective as of July 2, 2025 (the “**Effective Date**”), by and between **The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Vince Gianangeli as Commissioner**, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950 (hereinafter “**Lessor**”) and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose mailing address is P.O. Box 13678, Oklahoma City, OK 73113 (hereinafter “**Lessee**”). Lessor and Lessee are sometimes collectively referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, The Belmont County Board of Commissioners, by J.P. Dutton as President, Jerry Echemann as Vice President, and Vince Gianangeli as Commissioner, as Lessor, and Ascent Resources – Utica, LLC, as Lessee, entered into that certain Paid-Up Oil & Gas Lease dated July 2, 2025 (hereinafter the “**Lease**”), as evidenced by a Memorandum of Oil & Gas Lease, (hereinafter the “**Memorandum**”), recorded as Instrument No. 202500006833 in Book **934**, Page **803**, of the Official Records of Belmont County, Ohio on August 21, 2025, covering Surface Tax Parcel No. 39-01415.001, situated in the Township of Union, County of Belmont, State of Ohio, as more particularly described in the attached **Exhibit “A”**, attached hereto and made a part hereof (hereinafter referred to as the “**Leased Premises**”); and

**WHEREAS**, Paragraph 20 of Exhibit “A” to the Lease titled “Pooling and Unitization” (the “**Pooling and Unitization Clause**”) contains certain restrictions on the maximum size of drilling and production units; and

**WHEREAS**, Lessee would like to replace the two references to “seven hundred eighty-five (785) acres” in the Pooling and Unitization Clause with references to “nine hundred (900) acres” in order to facilitate the formation of a pooled unit which includes the Leased Premises; and

**WHEREAS**, Lessor and Lessee agree to amend and modify the Pooling and Unitization Clause in the Lease, as provided for herein, in order to facilitate the formation of a pooled unit which includes the Leased Premises.

**AMENDMENT**

**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 intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference as if set forth at length.
2. **Amendment to Lease.** Lessor and Lessee hereby agree that the terms of the Lease are amended as follows:
  - (a) Paragraph 20 of Exhibit “A” of the Lease titled “Pooling and Unitization” shall be, and hereby is, deleted in its entirety and replaced with the following:

**Pooling and Unitization.** Lessee shall have the right to pool, unitize, or combine all or part of the Leasehold with any other contiguous leased lands before or after the commencement of drilling. The Leasehold shall not be pooled or unitized in a drilling or production unit (“Unit”) which shall exceed eighty (80) acres for a vertical well. The Leasehold shall not be pooled or unitized in a Unit which shall exceed six hundred forty (640) acres for a horizontal well. Notwithstanding anything to the contrary contained in the preceding sentence, (1) the Leasehold may be pooled or unitized in a Unit which exceeds six hundred forty (640) acres but does not exceed nine hundred (900) acres if at least two (2) horizontal wells are drilled on the Unit, (2) the Leasehold may be pooled or unitized in a Unit which exceeds nine hundred (900) acres but does not exceed one thousand (1000) acres if at least three (3) horizontal wells are drilled on the Unit, and (3) the Leasehold may be pooled or unitized in a Unit which exceeds one thousand (1000) acres but does not exceed thirteen hundred forty (1340) acres if at least

four (4) horizontal wells are drilled on the Unit. In no event shall the Leasehold be pooled or unitized in a Unit which exceeds thirteen hundred forty (1340) acres. Lessee shall furnish to Lessor a copy of the declaration of any Unit of which any portion of the Leasehold shall be a part, including a copy of all plats, maps, and exhibits to such application or declaration. Lessor agrees to accept and receive out of the production or the gross proceeds received for the production from a Unit, such proportional share of the royalty from each well on the Unit as the number of Leasehold acres included in the Unit bears to the total number of acres in the Unit. Notwithstanding anything to the contrary, Lessee shall not include any part of the Leasehold in a Unit after the commencement of production from that Unit. Lessee shall have the right to revise any Unit formed hereunder either before or after commencement of production provided that Lessee shall not remove any portion of the Leasehold from a producing Unit.

3. **Effect.** It is the understanding and intent of the Parties that this Amendment shall have no effect upon, and is not intended to amend, any terms, conditions, or provisions contained in the Lease or Memorandum other than the terms specifically amended herein, except that references to “this Lease” or “this Oil and Gas Lease” or words of similar import in the Lease, Memorandum, or in this Amendment shall mean the Lease as amended herein.

4. **Conflict.** In the event of a conflict between the terms in this Amendment and the terms in the Lease, the terms in this Amendment shall control.

5. **Successors and Assigns.** This Amendment shall be binding on the Parties and their successors and assigns.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy, and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. **Entire Agreement.** This Amendment (including Exhibit “A” attached hereto) constitutes the entire agreement between the Parties with respect to the subject matter of this Amendment and it supersedes all prior or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the date set forth in the acknowledgments below, but it shall be considered effective as of the Effective Date.

**LESSOR:**  
The Belmont County Board of Commissioners

**LESSEE:**  
ASCENT RESOURCES - UTICA, LLC  
an Oklahoma Limited Liability Company

By: [Signature]  
Name: J.P. Dutton  
Title: President

By: \_\_\_\_\_  
Name: Kade R. Smith  
Title: Attorney-in-Fact

By: [Signature]  
Name: Jerry Echemann  
Title: Vice President

By: [Signature]  
Name: Vince Gianangeli  
Title: Commissioner

LESSOR ACKNOWLEDGEMENT

STATE OF OHIO )  
COUNTY OF BELMONT ) §

On this, the 5th day of NOVEMBER, 2025, before me, the undersigned officer, personally appeared J.P. Dutton, as President, Jerry Echemann, as Vice President, and Vince Gianangeli, as Commissioner of the Belmont County Board of Commissioners, who acknowledged themselves to be the persons whose names are subscribed to the within instrument, and acknowledged that J.P. Dutton, as President, Jerry Echemann, as Vice President, and Vince Gianangeli, as Commissioner of the Belmont County Board of Commissioners, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 2-18-2026  
Signature/Notary Public: [Signature]  
Name/Notary Public (print): BONNIE ZUZAK



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

Upon roll call the vote was as follows:		
Mr. Dutton		Yes
Mr. Echemann		Yes
Mr. Gianangeli		Yes



**IN THE MATTER OF ADOPTING THE FINAL RESOLUTION FOR THE  
OHIO DEPARTMENT OF TRANSPORTATION PROJECT, BEL-TR 428-0.30**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-TR 428-0.30 (Bridge on Coleman Road over Wheeling Creek).

*Note: This project is 100% federally funded.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF APPROVING THE PURCHASE OF A CUES FLEXITRAX C550  
SANITARY SEWER CAMERA PACKAGE THROUGH STATE OF OHIO COOPERATIVE PURCHASING CONTRACT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of a Cues Flexitrax C550 sanitary sewer camera package, in the amount of \$71,666.80, through the State of Ohio Cooperative Purchasing Contract for the Sewer District, based upon the recommendation of Kelly Porter, Director.

*Note: This camera will replace the existing outdated/unrepairable sewer camera and will be paid for with Sewer District N-14 funds.*

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**RECESS**

**11:00 Public Hearing-Road Improvement 1196  
Re: Vacation of a portion of Locust Street, Goshen Township**

Present: Belmont County Engineer Terry Lively, Joshua Crowley and Kate Myers, Engineer’s Department, Larry Brown, Petitioner, Keith Bethel, and Brian and Beth Pegg, residents. Mr. Crowley said the vacation involves a 40’ x 140’ section. Present at the viewing were Engineer Terry Lively, Joshua Crowley, Larry Brown, adjacent property owners and Belmont Volunteer Fire Department Fire Chief. A representative from the Sheriff’s Department was also present. Mr. Crowley said County Engineer Terry Lively is recommending the vacation not be granted and the road be left open. Fire Chief Mills also thinks the road should be left open. Mr. Brown is requesting the road be closed. He owns property on either side and his daughter would like to build a house there. If the road is left open he feels there would be too much traffic. Mr. Brown said a portion of the road was closed three years ago. He was told by the Fire Chief that all roads need to be 20’ wide so emergency vehicles could get through. Mr. Brown said there are a lot of roads that aren’t 20’ wide. Mr. Bethel wants the road left open to allow access to the back of his property. He plans on making improvements to the road. Mr. Lively said the township trustees would set the standards for the road improvements. Mr. Dutton said it is hard to ignore what the Fire Chief said. He added once a road is closed it can not be reopened.

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP #1196  
DATE: November 3, 2025**

**IN THE MATTER OF THE VACATION OF:  
A Portion of Locust St. in Cab B Slide 213  
Goshen TWP. SEC.12, T-7, R-5/RD IMP-1196**

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **October 29, 2025**

Proceeded on **November 5, 2025** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement **Should Not** be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

I am recommending that the road remain open due to an adjoining landowner and EMS opposing the closure of the road.

Terry Lively /s/

**Terry D. Lively, P.S., P.E.,  
COUNTY ENGINEER OF BELMONT CO, OH**

**IN THE MATTER OF THE VACATION OF  
A PORTION OF LOCUST STREET  
GOSHEN TWP., SEC. 12, T-7, R-5/RD IMP 1196**

**Office of County Commissioners  
  
Belmont County, Ohio**

**JOURNAL ENTRY-DISMISSAL OF PETITION**

Motion made by Mr. Dutton to adopt the resolution to deny **Road Improvement 1196** for the vacation of a portion of Locust Street, Goshen Township, Sec. 12, T-7, R-5, based upon the recommendation of Terry Lively, Belmont County Engineer.

**RESOLUTION**

WHEREAS, This day this cause came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:26 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with TJ Schultz, Belmont County Assistant Prosecutor, pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:49 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:49 a.m.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said there was no motions to be considered as a result of executive session.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:56 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Erin McVay, HR Generalist, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:42 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:42 p.m.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said there is one motion to be considered as a result of executive session.

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR KYLIE TUSTIN, FULL-TIME LPN/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve unpaid leave for Kylie Tustin, full-time LPN at the Belmont County Jail, effective October 30, 2025.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Mr. Dutton said there is one additional motion after a conversation was held with Sheriff Zusack.

**IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE BELMONT COUNTY HEALTH DEPARTMENT AND BELMONT COUNTY SHERIFF’S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a Memorandum of Understanding between the Belmont County Health Department and Belmont County Sheriff’s Office to place and maintain a harm reduction vending machine within the jail.  
*Note: The Health Department will cover all costs via grant funding.*

This Memorandum of Understanding is to establish a collaborative agreement between the Belmont County Health (BCHD) and Belmont County Sheriff’s Office (BCSO) to place and maintain a harm reduction vending machine within the Belmont County Jail. The goal of this partnership is to increase access to harm reduction supplies, educational materials, and resources that promote public health to reduce the risk of overdose and infectious disease transmission among individuals at risk of reentering the community.

- I. Responsibilities of the Belmont County Health Department (BCHD):
  - 1. Installation and Maintenance:
    - a. BCHD will coordinate the delivery, installation, and setup of the harm reduction vending machine at the designated location within the Belmont County Jail.
    - b. BCHD will be responsible for all maintenance, repairs, and regular restocking of the vending machine.
  - 2. Supplies and Materials:
    - a. BCHD will provide and replenish reduction materials such as Naloxone, Deterra bags, educational pamphlets, and other approved health and safety items.
  - 3. Data Collection and Reporting:
    - a. BCHD will collect and track data related to machine usage and supply distribution for reporting and evaluation purposes.
    - b. BCHD will ensure that all data collected is de-identified and used solely for program improvement and public health reporting.
  - 4. Funding:
    - a. BCHD will cover all costs associated with the purchase, installation, maintenance, and restocking of the vending machine via ODH grant funding.
- II. Responsibilities of the Belmont County Sheriff’s Office (BCSO):
  - 1. Site Access and Security:
    - a. BCSO will provide a suitable location within the Belmont County Jail for placement of the vending machine.
    - b. BCSO will ensure reasonable access for BCHD staff to install, restock, and maintain the machine during mutually agreed-upon times.
    - c. BCSO will assist in maintaining security of the vending machine and surrounding area.
  - 2. Coordination and Communication
    - a. BCSO will designate a point of contact to coordinate with BCHD regarding scheduling, access, and any issues related to the vending machine.
- III. Term and Termination:
  - 1. This MOU will take effect on 12/01/2025 and remain in effect for one (1) year, with automatic annual renewal unless modified or terminated by either party.
  - 2. Either party may terminate this MOU with 30 days’ written notice to the other party.
- IV. General Provisions:
  - 1. This MOU does not create a financial obligation between parties beyond what is explicitly stated.



- 2. Both parties agree to comply with all applicable local, state, and federal laws and regulations regarding public health and correctional operations.
- 3. This MOU represents the entire understanding between the parties and may be amended in writing with mutual consent.

**This service agreement is accepted by:  
Belmont County Commissioners:**

J. P. Dutton /s/

Signature  
Print Name: J.P. Dutton  
Title: President

Jerry Echemann /s/

Signature  
Print Name: Jerry Echemann  
Title: Vice President

Vince Gianangeli /s/

Signature  
Print Name: Vince Gianangeli  
Title: Belmont County Commissioner

James Zusack /s/

Signature  
Print Name: James G. Zusack  
Title: Belmont County Sheriff

**Belmont County Health Department:**

Carrigan Goodson /s/

Signature  
Print Name: Carrigan Goodson  
Title: Health Educator

**Approved as to form:**

T.J. Schultz, Jr. /s/

Signature  
Print Name: T.J. Schultz, Jr.  
Title: Belmont County Assistant  
Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:51 P.M.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:51 p.m.  
Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Gianangeli	Yes

Read, approved and signed this 12th day of November, 2025.

J. P. Dutton /s/  
Jerry Echemann /s/ COUNTY COMMISSIONERS  
Vince Gianangeli /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