

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton 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 \$331,230.43**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S30 OAKVIEW JUVENILE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/St. Dev.	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Communications	\$22,600.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$28,644.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S65.000 Indirect Costs	\$20,000.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated May 31, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

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

**Auditors**-Andrew Satak and Larry Craig to Mason, OH, on June 11-14, 2017, to attend the County Auditors' Association Summer Conference. A county vehicle will be used. Estimate expenses: \$1,500.00

**DJFS**-Christine Parker to Arlington, VA, on June 28-30, 2017, to attend the Child Welfare IV-E Waiver Demo meeting. A county vehicle will be used for travel. Estimated expenses: \$584.00

**SENIORS**-Linda Wells to Rogers, OH, on June 16, 2017, for a senior outing to Rogers Flea Market. Kelly Fetzer to Cadiz, OH, on June 29, 2017, for a senior outing to the Boss Bison Ranch & Coal Miner's Museum. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 24, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADOPTING PROCLAMATION DECLARING MAY AS OLDER AMERICANS MONTH**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt the proclamation declaring May as Older Americans Month.

***PROCLAMATION  
IN HONOR OF  
OLDER AMERICANS MONTH***

**WHEREAS**, Belmont County includes older Americans who richly contribute to our community; and

**WHEREAS**, we acknowledge that what it means "to age" has changed-for the better; and

**WHEREAS**, Belmont County is committed to supporting older adults as they take charge of their health, explore new opportunities and activities, and focus on independence; and

**WHEREAS**, Belmont County can provide opportunities to enrich the lives of individuals of *all ages* by:

- involving older adults in the redefinition of aging in our community
- promoting home- and community-based services that support independent living
- encouraging older adults to speak up for themselves and others
- providing opportunities for older adults to share their experiences

**NOW THEREFORE, BE IT RESOLVED**, the Board of Commissioners of Belmont County, Ohio, does hereby proclaim May, 2017, to be Older Americans Month. We urge every resident to take time to acknowledge older adults and the people who serve them as influential and vital parts of our community.

May 31, 2017

Adopted this 31st day of May, 2017.

**BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into Roadway Use Maintenance Agreement with Gulfport Energy Corporation, effective May 31, 2017, for drilling activity at 0.1 miles of CR92 (New Castle Road) and Bridge #BEL-C0092-0323 from the Faye pad.

*Note: No bond required. Gulfport will be upgrading the road and replacing the superstructure of bridge.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Wayne Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Faye pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Faye pad (hereafter collectively referred to as "oil and gas development site") located in Wayne Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.1 mile of CR 92 and bridge #BEL-C0092-0323 for the purpose of ingress to and egress from the Faye pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Faye pad (hereinafter referred to collectively as "Drilling Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

The portion of CR 92, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH148 and going west for 0.1 mile to the intersection with TRT 521. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 92 for any of its Drilling Activities hereunder.

2. ~~The portion of CR/TR (\_\_\_\_\_), to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR \_\_\_\_\_ for any of its Drilling Activities hereunder.~~

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \_\_\_\_\_ N/A \_\_\_\_\_ & 00/100 DOLLARS (\$ \_\_\_\_\_ N/A \_\_\_\_\_.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

May 31, 2017

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on May 31, 2017.

Executed in duplicate on the dates set forth below.

**Authority**

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Terry Lively /s/

Terry Lively, County Engineer

Dated: 05-31-17

Approved as to Form:

David K. Liberati /s/ assist P. A.

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 2/2/17

Mr. Thomas Yes

Mr. Meyer Yes

Mr. Dutton Yes

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE**

**AGREEMENT WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement for Water Transfer Projects and Infrastructure** with Gulfport Energy Corporation, effective May 17, 2017, for the use of 0.65 miles of CR 10, Blaine Barton Road, for the purpose of ingress and egress for "water transfer activity" at the Barton Transfer.

Note: \$260,000 bond #RLB0016855 is on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR WATER TRANSFER PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Richland Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Barton Water Transfer including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Barton Water Transfer (hereafter collectively referred to as "water transfer activity") located in Richland Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 0.65 miles of CR 10, Blaine Barton Road for the purpose of ingress to and egress from the Barton Water Transfer for traffic necessary for the purpose of constructing temporary waterlines and pumping water at the Barton Transfer (hereinafter referred to collectively as "Water Transfer Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Water Transfer Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Water Transfer Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Water Transfer Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Water Transfer Activity, prior to the start of Water Transfer Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR 10, Blaine Barton Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 436, Rehm Road and going north for 0.65 mile to an existing driveway. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 10 for any of its Water Transfer Activities hereunder.

2. ~~The portion of CR, to be utilized by Operator hereunder, is that exclusive portion beginning at~~  
~~\_\_\_\_\_ It is understood and agreed that the Operator shall not utilize any of the~~  
~~remainder of CR for any of its Water Transfer Activities hereunder.~~

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Water Transfer Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Water Transfer Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as

determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Water Transfer Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Water Transfer Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Water Transfer Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Water Transfer Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Water Transfer Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$260,000 & 00/100 DOLLARS ( \$400,000) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- d. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the water transfer development site.
- e. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- f. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on May 31, 2017.

Executed in duplicate on the dates set forth below.

**Authority**  
By: Mark A. Thomas /s/  
Commissioner

By: J. P. Dutton /s/  
Commissioner

By: Josh Meyer /s/  
Commissioner

By: Terry Lively /s/  
Terry Lively, County Engineer

Dated: 5-31-17

Approved as to Form:  
David k. Liberati /s/ assist P. A.

County Prosecutor

Upon roll call the vote was as follows:

**Operator**  
By: Doug Schrantz /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 5/15/17

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners, and Gulfport Energy Corporation, effective May 31, 2017, in the amount of \$5,000 per net leasehold acre for 0.455 acres, Parcel #59-60001.000, located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$2,275.00.

**PAID-UP OIL & GAS LEASE**

This Lease made this 31st day of May 2017, by and between, **The County of Belmont, Ohio, a political subdivision of the State of Ohio, by and through the Belmont County Board of Commissioners**, of 101 West Main Street, St. Clairsville, OH 43950 hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and 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, the Lessor and Lessee agree as follows:

May 31, 2017

**LEASING CLAUSE.** Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

**DESCRIPTION.** The Leasehold is located in the Township of Pease, in the County of Belmont, in the State of Ohio, and described as follows:  
Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:  
59-60001.000; Pease/25/4/2/NE ¼

and is bounded formerly or currently as follows:

On the North by lands of: Laurretta E. Kafana;

On the East by lands of: Dennis M. & Jeannette Starr ;

On the South by lands of: Dennis M. & Jeannette Starr;

On the West by lands of: Anna M. Russell & Laurretta E. Kafana;

**“See Exhibit “A” attached hereto and made a part hereof for Other Provisions of this lease”**

including lands acquired from The United States of America, unmarried, by virtue of Quit-Claim Deed dated February 3, 1982, and recorded in Deed Book 604, at Page 618, at the Recorder’s office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **0.455** acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. May 31, 2017 (effective date) to 11:59 P.M. May 30, 2022 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

**EXTENSION OF PRIMARY TERM.** Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor’s credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

**PAYMENTS TO LESSOR.** In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal **twenty percent (20%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to **twenty percent (20%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion, or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders

the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

TITLE AND INTERESTS. Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

May 31, 2017

**TITLE CURATIVE.** Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

**SURRENDER.** Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

**SUCCESSORS.** All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

**FORCE MAJEURE.** All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

**SEVERABILITY.** This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

**WARRANTY.** Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

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

**EXECUTED this 31st day of May 2017**

Mark A. Thomas /s/

By: Mark A. Thomas, President

Josh Meyer /s/

By: Josh Meyer, Commissioner

J. P. Dutton /s/

By: J.P. Dutton, Vice President

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF WILLIAM BECKETT, PART-TIME CENTER DRIVER/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of William Beckett, Part-time Center Driver for Senior Services of Belmont County, effective June 2, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE HIRING  
OF DONALD YEAGER AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Donald Yeager for the position of Part-Time Driver at Senior Services of Belmont County, effective June 5, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE HIRING OF  
MINDY FLOOD AS FULL-TIME SUPPORT WORKER II/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hiring of Mindy Flood for the position of Full-Time Support Worker II at Senior Services of Belmont County, effective June 5, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE HIRING  
OF PAIGE SHEBA AS PART-TIME COOK/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Paige Sheba for the position of Part-Time Cook at Senior Services of Belmont County, effective June 5, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF EXTENDING THE PROBATION FOR  
BRIAN WARE, SANITARY SEWER DISTRIBUTION MANAGER**

Motion made by Mr. Thomas, seconded by Mr. Dutton to extend the probation for Brian Ware, Sanitary Sewer Distribution Manager, to obtain his Class A CDL, not to exceed September 30, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

**IN THE MATTER OF APPROVING THE LEASE AGREEMENT WITH  
FKH, LLC/NORTHERN AND EASTERN DIVISIONAL COURTS**

May 31, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Lease Agreement with FKH, LLC, effective May 22, 2017, for the rental of the entire building located at 407 – 53<sup>rd</sup> Street, Bellaire, Ohio, for the purposes of temporary housing for Belmont County Northern and Eastern Divisional Courts. (*CORSA Claim Number 0160028175*)

#### LEASE

**THIS LEASE** is made and entered into as of the 31<sup>st</sup> day of May, 2017, by and between **FKH, LLC, an Ohio limited liability company** (the “Landlord”), and **The Board of County Commissioners, Belmont County, Ohio** (the “Tenant”).

#### BASIC LEASE TERMS

This Section outlines the principal terms of the Lease between the Landlord and the Tenant. Most of these terms are further defined and explained in subsequent Sections, all of which are intended to be read together to create the agreement between the parties.

Effective Date: May 22, 2017

Premises: Entire building located at 407 53<sup>rd</sup> Street, Bellaire, OH 43906 and located on the real estate described on Exhibit “A”.

Term: May 22, 2017 through August 31, 2017

Rent: \$4,000.00 Dollars per month

Use of Premises: The property shall be used for the temporary housing of Belmont County Court Northern and Eastern Division and for all purposes incidental to the operation of said Courts.

#### ADDRESSES

The primary addresses for notice are listed below.

Landlord’s Address: FKH, LLC  
P.O. Box 445  
St. Clairsville, OH 43950  
Attn: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

Tenant’s Address: The Board of County Commissioners, Belmont County, Ohio  
101 W. Main Street  
St. Clairsville, OH 43950  
Attn: David K. Liberati  
Phone: (740) 699-2771  
Fax: (740) 695-4412

#### LEASE OF PREMISES

Landlord leases the Premises to tenant, and Tenant rents the Premises from Landlord on the terms and conditions contained in this Lease.

#### TERM

The initial Term of this Lease shall commence on May 22, 2017 and continue through, and including, August 31, 2017, unless it is terminated earlier pursuant to this Lease or extended as set forth within the Lease. Tenant shall have the right to terminate this lease with ten (10) days’ written notice. If this lease is terminated prior to the end of a month, tenant shall only owe a pro-rated portion of the rent for the month in which tenant vacated the premises.

#### OPTION TO EXTEND

Tenant has the option to extend this Lease for three (3) separate terms of one (1) month on the same terms and conditions in this Lease. If Tenant elects to extend the Term, it may exercise this option by delivering written notice to Landlord at least fifteen (15) days before the expiration of the Term.

#### SURRENDER OF PREMISES

Tenant shall surrender the Premises to Landlord at the expiration of this Lease in good condition and repair. Subject to ordinary wear and tear, Tenant shall use reasonable efforts to give written notice to Landlord fifteen (15) days before vacating the premises and the parties shall schedule a walk-through inspection at a mutually convenient time for the purpose of verifying that Tenant has complied with its obligations under the Lease.

#### RENT

Tenant shall pay rent to Landlord in the amount of \$4,000.00 on the 1<sup>st</sup> day of July, 2017, and \$4,000.00 per month on the first day of each and every month thereafter during the Term of the Lease. Landlord acknowledges receipt of \$4,000.00 as payment of full rent for the period of May 22, 2017 to June 30, 2017. Said rent shall cover all real estate taxes and assessments, property and liability insurance carried by Landlord, and any and all utilities not specifically assigned to Tenant herein.

#### REAL ESTATE TAXES

Landlord shall be responsible for paying all real property taxes and assessments, ad valorem charges, water and sewer charges and any other governmental charges, liens and impositions of any kind (or payments made in lieu of such charges) that become payable with respect to the leased premises or upon the Rent during the Term. Tenant shall have no obligation to reimburse Landlord for any Taxes.

#### TENANT’S INSURANCE

From and after the Commencement Date, Tenant shall carry and maintain the following insurance, at its sole cost and expense:

- (a) Commercial General Liability. Tenant shall carry commercial general liability insurance covering Tenant against claims for bodily injury or death occurring on the Premises during the Term. All policies of insurance provided for in this Section shall be issued by companies licensed to do business in the state in which the Property is located and may be issued under blanket policies of insurance in the same manner as Tenant insures liability risks associated with substantially all of its other properties in North America. Each policy described in this Section shall be written as a primary policy which does not contribute to and is not in excess of coverage which Landlord may carry and it shall name Landlord, its lender and any other parties in interest designated by Landlord from time to time as additional insureds using an industry standard additional insured endorsement.
- (b) Personal Property. Tenant shall be responsible for the risk of loss to Tenant’s Personal Property and all other personal property located on the Premises in the care or custody of Tenant. Tenant shall carry insurance on all such property to the extent and in the amounts Tenant determines is appropriate.

#### LANDLORD’S INSURANCE

Landlord shall have sole responsibility for the protection of the Building and the Property. In order to fulfill this obligation, Landlord shall obtain and maintain, at Landlord’s sole cost and expenses without reimbursement from Tenant, the following insurance policies throughout the Term, in the type and amounts specified below:

- (a) Commercial General Liability. Landlord shall carry commercial general liability insurance covering Landlord for claims for bodily injury or death of any number of persons or property damages occurring upon, in or about the Property and Premises. This insurance shall have limits of not less than \$1,000,000.00 for bodily injury or death or property damage arising out of any one occurrence and \$2,000,000.00 in the aggregate annually.
- (b) Property Insurance. Landlord shall carry property insurance coverage insuring the Building (including exterior walls, leasehold improvements, downspouts, gutters and roof, but excluding fixtures and property Tenant is required to insure under this Lease) in such amounts and with such as Landlord deems necessary to protect its interest in the Building.

#### WAIVERS

The parties intend that whenever possible Damages shall be compensated through the proceeds of insurance carried in compliance with this Lease. As a result, all insurance relating to the Property and/or the Premises (whether or not the insurance is required under this Lease) shall contain a waiver of subrogation provision or endorsement. This provision is intended to waive all rights and claims that might form the basis for a right of subrogation by any insurance carrier. In addition, each party assumes the risk of the adequacy (or inadequacy) of its own insurance. Accordingly, Landlord and Tenant each waive all rights of recovery against the other for any losses to property even if the loss or damage is caused by the fault or negligence of the other party or its Agents.



**REPAIR, MAINTENANCE, AND REPLACEMENT**

Except for repairs and replacements necessary as a result of Tenant's negligence or willful misconduct, Landlord shall be responsible, at Landlord's sole cost and expense, without reimbursement from Tenant, for all maintenance, repairs, and replacements to the premises, including without limitation, the structural elements and non-structural elements and the building systems. Landlord's obligations under this article shall include maintaining the property in good condition and performing all snow and ice removal. Tenant shall have no maintenance, repair, or replacement obligations.

**UTILITY SERVICES**

Tenant shall be responsible for payment of all utility services necessary to the customary operation of Tenant's business at the Premises including, but not limited to, water, sewer, gas, electricity, and telephone/data systems.

**TENANT'S DEFAULT**

Each of the following shall be deemed an Event of Default by Tenant under this Lease:

- (a) Tenant fails to pay an installment of Rent or to pay any other monetary obligation due under the terms of this Lease within five (5) business days after Tenant's receipt of written notice that the amount is past due; except that if Tenant has received two (2) such notices within any calendar year, then this notice requirement shall be suspended for the remainder of that calendar year, so that any further failure to pay during that calendar year shall constitute an immediate Event of Default.
- (b) Tenant fails to perform or observe any other term, covenant, agreement, condition or obligation of Tenant under this Lease within fifteen (15) days after written notice from Landlord; except that if the failure to perform cannot reasonably be corrected within fifteen (15) days, and Tenant begins corrective action promptly after its receipt of Landlord's notice, then Tenant shall not be deemed in default if Tenant diligently pursues and completes the actions necessary to cure the failure to perform.
- (c) Unless Applicable Law dictates otherwise, Tenant: (i) files a petition in bankruptcy; (ii) applies for or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of Tenant's assets, (iii) makes a general assignment for the benefit of creditors; (iv) enters into any other arrangement with creditors to take advantage of insolvency laws enacted for the protection of debtors; or (v) files an answer admitting the material allegations of a petition filed against Tenant in any bankruptcy, reorganization or insolvency proceeding.

**LANDLORD'S DEFAULT**

Landlord will punctually perform all the obligations imposed upon Landlord under this Lease. If Landlord fails to perform any such obligation within fifteen (15) days after written notice from Tenant specifically describing the nature of Landlord's failure to perform (a "Landlord Default"), then Tenant will have the right, at its election, to: (a) terminate this Lease; (b) sue for damages sustained by reason of the Landlord Default, including but not limited to attorneys fees and costs and expenses of consultants and experts engaged to assist in enforcing Tenant's rights under this Lease; or (c) perform the obligations described in the notice and set-off the reasonable cost of the performance against amounts due to Landlord under this Lease. If Tenant chooses to proceed under phrase (c), then the Landlord Default will be deemed to have been cured when Tenant's expenses has been reimbursed in full (whether through payment, set-off or otherwise). If Tenant chooses not to proceed under phrase (c), then the rights afforded to Tenant will be construed to be cumulative, and not exclusive of each other or any other lawful right or remedy that Tenant may have, and the fact that Tenant may have brought suit and recovered judgment against Landlord will not impair its right to terminate this Lease.

**PEACEFUL AND QUIET POSSESSION**

Landlord covenants that so long as Tenant is not in default of its obligations under this Lease (beyond the expiration of any applicable notice and cure period), Tenant shall peaceably and quietly enjoy the Premises free of any claims of Landlord or anyone lawfully claiming by, through or under Landlord, subject, to the terms of this Lease and to the matters of public record existing as of the date of this Lease.

**SUCCESSORS AND ASSIGNS**

This Lease and the covenants and conditions in this Lease shall inure to the benefit of and be binding upon the parties and their successors and assigns. Landlord has the right to sell or otherwise transfer or dispose of the Property from and after the Commencement Date, subject to the rights granted to Tenant herein. Upon any such sale or other transfer of Landlord's interest in the Property, Landlord shall be automatically and immediately released from all obligations and liability under this Lease arising after the date of the assignment and the successor Landlord shall become the "Landlord" for all purposes under this Lease, so long as: (a) the successor Landlord assumes and agrees to be bound by the terms and conditions of this Lease, and (b) the parties deliver written notice to Tenant confirming the transfer and assumption of liability.

**SIGNATURE PAGE FOR LANDLORD**

Landlord has executed this Lease to be effective as of the 22<sup>nd</sup> day of May, 2017.

LANDLORD  
**FKH, LLC, an Ohio limited liability company**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SIGNATURE PAGE FOR TENANT**

Landlord has executed this Lease to be effective as of the 22<sup>nd</sup> day of May, 2017.

TENANT  
**The Board of County Commissioners of Belmont County, Ohio**  
By: Mark A. Thomas /s/  
**Mark A. Thomas, President**  
By: J. P. Dutton /s/  
**J. P. Dutton, Vice President**  
By: Josh Meyer /s/  
**Josh Meyer**

Upon roll call the vote was as follows:

Mr. Thomas    Yes  
Mr. Meyer     Yes  
Mr. Dutton    Yes

**DISCUSSION HELD RE: COUNTY ROAD ISSUES**-Mr. Thomas said a resident placed a cone and sign in the middle of County Road 5 regarding potholes which created a dangerous situation on the safety of the roadway. Mr. Thomas explained how the county roads are funded, managed and repaired. He said the condition of county roads is always the biggest complaint from residents. "I think it's important for our residents to know that the funding of these roads and the position of maintaining them and the position of building them, etc. is of the County Engineer. This is Ohio Law," said Mr. Thomas. He noted the County Engineer is an elected official and the Board of Commissioners are not his boss, they provide nominal funding to his office. The Engineer's office is funded by the gas tax from the federal level down to the state level and the motor vehicle license fee tax; \$5 million is received per year from both. By law, those are the monies used to fix county roads in Ohio. The Board of Commissioners does not have the power or the duty to fix roads. In years past, when the county had additional money from signing the oil and gas leases, nearly \$3 million was provided to the County Engineer as supplemental funding to pave roads. That was a one-time deal; we simply don't have the funds now. Mr. Dutton said he lives on a county road and understands the state of our roads. He said there is a lack of funding and the two pots of money that the Engineer has is not growing. He said the Board is ready to try and assist however they can and to try and reach a resolution for a dedicated future funding stream. Mr. Meyer said the Board is concerned and aware and is working with the County Engineer to find different avenues to try to help. Mr. Thomas said the nations' funding source has to change, the license plate tax is not enough, and the gas tax needs raised. The County Engineer asked for a license fee increase which would bring in an extra \$600,000 per year, but Commissioners decided not to do it. He said another option is to put a levy on the ballot to help pay for the roads. Steve Hill, Oil & Gas Liaison said people are asking where all the oil and gas money is going. He said it first goes to Columbus and they disburse it

throughout the state. Representative Jack Cera is working on trying to get this changed and have more money come back to the counties where the wells are.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:34 A.M.**

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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Kelly Porter, Sanitary Sewer District Manager was present until 9:44 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:11 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

**10:00 a.m. Mike Burgess and Jeff Kerr, Prime Engineering  
Re: Belmont Co. Sanitary Sewer District Water/Wastewater Master Plan**

Present: Christine Crowell, Dave Douglass and John Miller, USDA; Kelly Porter, Mark Esposito and Rebecca Hughes, Sanitary Sewer District and WTRF and WTOV news.

Mr. Thomas said the past and current Belmont County Commission has been working on a Master Plan for the future growth, maintenance and repair of the county’s water and sewer system and now we need to decide where to go regarding repairs of existing infrastructure and new infrastructure. He said infrastructure plays an important role in economic development and our goal is to remain as proactive as possible with regard to water and sanitary sewer. “It’s very important for all our residents to understand what we’re doing, why we are doing it and how it will affect them directly and indirectly, especially from a financial standpoint,” said Mr. Thomas.

Mr. Burgess gave out handouts of the Master Plan findings and did a slide presentation. He said in June 2015, the Belmont County Sanitary Sewer District (BCSSD) received a discharge violation from the Ohio EPA at the County’s Fox Shannon Wastewater Treatment Plant (WWTP) which required an extensive number of improvements that need done by February 2018. He said BCSSD retained the services of AECOM in 2016 to prepare a Systemwide Water/Wastewater Master Plan to review organizational structure and policies of the district, evaluate short and long term needs in service area, develop cost-effective alternatives for identified needs and develop a funding strategy. The Master Plan identified organizational and system needs. Mr. Burgess noted besides the WWTP improvements, the Wastewater lift stations need updated and improved, water tanks need painting, the water treatment plant needs improvements, the water booster stations needs relocated and replaced and the 125 year-old administration building needs to be replaced. The County retained the Ohio Rural Community Assistance Program (RCAP) to prepare a Utility Rate Study; they assimilated data on customer base, usage/discharge rates, revenues, operating costs, and O&M practices and developed a five-year operating budget. Mr. Burgess said he took rates in place from 1991 and applied the twenty-five year consumer price index and based upon that, the sewer rates for 2016 should be \$40.00 a month for the average customer, but it is actually \$32.00 a month now. Over that twenty-five year period instead of doing the necessary preventative maintenance and capital improvements the county has just been operating the system and what happens over that time is everything deteriorates. The water rates for the average customer are \$26.84 now, but should be \$36.80. A new water and sewer use codes needs adopted, multiple water and sewer districts need consolidated into a single sewer district, an inflation based annual rate escalation needs adopted and a single block rate structure needs adopted. The County hired Vaughn, Coast & Vaughn and ADR & Associates to prepare preliminary engineering reports for the wastewater system projects.

Mr. Kerr said BCSSD retained the services of Prime AE to prepare the preliminary engineering reports for the water system projects.

Mr. Thomas said the administrative building will be moving to the recently purchased Gulfport Energy building at the county’s Oakview campus, hopefully in the month of June. He said it was cheaper than estimated cost of purchasing real estate and building a new building and more importantly safer for the staff.

Mr. Burgess said the overall program budget is estimated at \$43.7 million. He said the best opportunity for the county is working with USDA Rural Development to fund the project. The interest rates are fairly low with a 40-year term and existing debt is able to be refinanced at a debt payment savings estimated at \$543,000. The goal is to have the funding application submitted in June 2017. He reviewed the proposed rate changes.

<b>Sanitary Sewer District (2476 Customers)</b>				
Year	Minimum Bill	Per 1,000-gal Charge	Avg. Customer Monthly Bill	Percent of Median HH Income
Current			32.28	0.88
2017	9.00	5.75	34.88	0.95
2018	25.00	5.75	50.88	1.39
2019	35.00	6.00	62.00	1.70

<b>Water District (9940 Customers)</b>				
Year	Minimum Bill	Per 1,000-gal Charge	Avg. Customer Monthly Bill	Percent of Median HH Income
Current			26.84	0.73
2017	8.00	4.58	28.61	0.78
2018	13.00	4.93	35.19	0.96
2019	20.00	5.71	45.70	1.25

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Mr. Burgess said the EPA and various Federal and State Funding agencies consider water or sewer rates as "affordable" if the rates are below 1.50 percent separately and/or 3.00 percent combined of the County's Median Household Income. This may also create opportunities for grant funding for the current program or future projects. He said the implementation of these recommendations will significantly move Belmont County forward as the county grows and prospers. The projected rates are in line with other counties and utilities that have also made major much needed improvements. By proceeding with this plan of action and taking advantage of this very favorable funding opportunity, Belmont County will now be able to meet its water and wastewater obligations.

Mr. Porter added this has been in progress for a long time and these projects are highest priority projects. It will be a huge adrenaline shot to Belmont County. He said his biggest concern is reaching a point where we can't supply safe drinking water to the residents of Belmont County. He said there are a lot more projects that need done. He commended the Board of Commissioners for taking these steps to make this happen.

The Board of Commissioners agreed this is a vital issue that needs taken care of for the safety and health of Belmont County residents and to take advantage of economic development to see our county move forward. Mr. Thomas said there will be a myriad of motions on June 7 that will address the issues discussed today. He said today was to get the message out so residents understand. He credited his colleagues and the previous commission for laying the foundation to get the system where we need to be and take it to the next level. Mr. Dutton said, "As Commissioner Thomas said, our system, right now, is safe and we do want to take it to the next level, but I do want residents to understand there is a true sense of urgency with this. We can stay on this path and the county has chosen to be on this path for nearly two decades, but this path will end and it will not be a good ending in terms of where this path will go. Our system will reach a point where it will fail. We started the master plan last year with the prior board and that was a great first step. These are some issues that have been sitting for a while and we need to get off this path and move on to a new path. The time to address these issues have come and passed, there is a little bit of urgency and want residents to understand why we are taking this step. We do not want to get into a situation where we see a system failure."

**IN THE MATTER OF THE VACATION OF A  
PORTION OF OLD S.R. 147 (T-147) ON THE PROPERTY  
OF TYLER O. CLIFT, PARCEL #09-01324.000  
GOSHEN TWP., SEC. 29, T-7, R-5/RD IMP 1152**

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

**Journal Entry--Order Upon view of Proposed Improvement  
ORDER TO COUNTY ENGINEER  
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 31st day of May, 2017, at the office of the Commissioners with the following members present:

Mr. Thomas

Mr. Dutton

Mr. Meyer

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 31st day of May, 2017, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 7th day of June, 2017 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Adopted May 31, 2017

Jayne Long /s/

Clerk, Board of County Commissioners  
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."  
2. Strike out the clause from "and feet," if a road is not to be located or established

May 31, 2017

**Reconvened at 2:35 p.m. Present: Commissioners Thomas and Meyer and Jayne Long, Clerk. Absent: Commissioner Dutton**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 2:35 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 2:35 p.m.  
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

Read, approved and signed this 7<sup>th</sup> day of June, 2017.

Mark A. Thomas /s/\_\_\_\_\_

J. P. Dutton /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer /s/\_\_\_\_\_

We, Mark A. Thomas and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Mark A. Thomas /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK