

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,052,600.41

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli 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 date:

FEBRUARY 2, 2026

N91 BUILDING CONSTRUCTION FUND

E-9091-N091-N05.011	Construction	\$216,943.79
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for Hospitalization Chargebacks for the month of MARCH 2026

From:	To:		
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	11,202.74
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	8,329.12
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	26,788.06
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	2,832.07
E-1510-W081-P07.006	DRETAC-PROSECUTOR	R-9891-Y091-Y01.500	810.86
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	810.86
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,137.41
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	5,085.68
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	2,948.27
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	11,751.54
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	1,621.72
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	9,360.50
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	101,594.54
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	96,145.34
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	10,171.36
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,137.41
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,085.68
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	34,752.92
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	9,139.98
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	810.86
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	57,597.31
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	6,191.71

E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,137.41
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,137.41
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	35,084.07
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	810.86

WATER DEPARTMENT

E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	51,409.35
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	15,274.53

COUNTY HEALTH

E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	4,907.30
E-2238-F090-F01.002	Public Health WorkForce (WF)	R-9891-Y091-Y01.500	364.89
E-2239-091-F01.002	Enhanced Operations (EO)	R-9891-Y091-Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,995.78
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	327.43
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,037.58
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,566.70
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	280.55
E-2241-F093-F07.002	Adolescent Health Resil (AH)	R-9891-Y091-Y01.500	0.00
E-2243-F095-F07.002	Body Art	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	0.00
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,098.80
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	162.32
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	0.00

JUV COURT/GRANTS

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,621.72
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	2,137.41
E-400-M075-M04.000	Placement II	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	0.00
		TOTALS	532,660.05

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTH OF MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Delta Dental Chargebacks for the month of March 2026

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	9,670.66
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	285.97
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	237.95
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	53.29
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	72.81
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	655.29
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	126.10
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	19.52
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	53.29
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	106.58
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	159.87
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	53.29
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	53.29
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	19.52
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	397.82
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	92.33
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	0
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	121.21
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	0.00
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9891-Y091-Y07.500	8.78
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	0.00
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	25.19
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	60.12
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	42.28
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	38.62
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	8.94
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	107.84
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	4.36
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	0.00
Enhanced Operations	E-0039-F091-F01.002	R-9891-Y091-Y07.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	232.68
DEPT OF DD 2410/2420	E-2410-S066-S80.000	R-9891-Y091-Y07.500	2,822.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	538.17
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	106.58
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	53.29
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	213.16

K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	106.58
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	53.29
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	1,489.46
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	343.48
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	126.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	1,800.74
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	252.20
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,159.70
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	53.29
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	19.52
TOTALS		R-9891-Y091-Y07.500	21,845.39

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE VISION

CHARGEBACKS FOR THE MONTHS OF MARCH 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to make the following transfer of funds for the Vision Chargebacks for the months of March 2026

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	2,885.06
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	81.36
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	74.64

GRANTS/JUVENILE COURT

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	14.76
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	22.35
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	0.00
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	194.01
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	37.11
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	7.59
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	14.76
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	44.28
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	29.52
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	14.76
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	14.76
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	7.59
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	118.92
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	29.94
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	0.00

COUNTY HEALTH DEPT

County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	34.86
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	0.00
Public Health Workforce	E-2238-F090-F01.002	R-9891-Y091-Y06.500	3.42
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	0.00
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	0.00
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	7.85
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	16.65

Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	11.74
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	11.58
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	2.80
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	36.27
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	1.34
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	0.00
Enhanced Operations	E-2239-F091-F01.002	R-9891-Y091-Y06.500	0.00
Adolescent Health Resiliency (AH)	E-2241-F093-F07.002	R-9891-Y091-Y07.500	0.00
Body Art	E-2243-F095-F07.002	R-9891-Y091-Y07.500	0.00
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	66.63
DEPT OF DD 2410/2420	E-2410-S066-S70.011	R-9891-Y091-Y06.500	852.69
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	155.61
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	29.52
K-1	E-2811-K200-K10.006	R-9891-Y091-Y06.500	14.76
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	59.04
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	274.95
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	118.50

WATER/SEWER DEPT

W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	413.61
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	120.27
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	37.11
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	535.98
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	67.05
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	342.00
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	14.76
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	7.59
TOTAL			6,827.99

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT AND INVESTMENT PORTFOLIO FOR THE MONTH OF FEBRUARY 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Treasurer's Office:

- Interest Report and Investment Portfolio for the months of February 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY FINANCIAL REPORT FOR FEBRUARY 2026

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Monthly Financial Report for the month of February 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Noah Atkinson, Aaron Walker, Jonell Tolzda and Melanie Haswell to Columbus, OH, on March 11-13, 2026, to attend the 2026 Intercourt Conference.

DJFS-Mike Schlantz to Cadiz, OH, on March 20, June 12, September 18 and December 11, 2026, to attend the COG meeting. Mike Schlantz to Cadiz, OH, on June 5, 2026, to attend the WBD meeting. A county car will be used for travel. Estimated expenses: \$250.00. Valarie Gardner,

Amy Slater and Danielle Secrest to Pittsburgh, PA, on August 31-September 3, 2026, to attend the United Council on Welfare Fraud 2026 National Training. A county car will be used for travel. Estimated expenses: \$3,995.88.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 4, 2026.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRE OF JENA JOHNSON, FULL-TIME DEPUTY CLERK/NORTHERN DIVISIONAL COURT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the hire of Jena Johnson, full-time Deputy Clerk at Belmont County Northern Divisional Court, effective March 16, 2026, pay scale 3 step 1.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENT TO THE BELMONT-HARRISON JUVENILE DISTRICT BOARD OF TRUSTEES

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to reappoint Rhonda Greenwood to the Belmont-Harrison Juvenile District Board of Trustees for a five-year term, effective March 31, 2026, through March 30, 2031, based upon the approval and recommendation of Judge Albert Davies, Belmont County Juvenile Court pursuant to O.R.C. 2152.44.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H.E. NEUMANN/911 CENTER

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept proposal from H. E. Neumann Company in the amount of \$11,093.00 to replace HVAC system #3 which serves the server room area of Belmont County 911 Center.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM THE TOWER CLOCK COMPANY/COURTHOUSE

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept the proposal from The Tower Clock Company, in the amount of \$900.00, for an annual preventative maintenance agreement to service the Belmont County Courthouse clock tower.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING QUOTE NO. Q-08873-1 FROM PRO-VISION/SHERIFF'S DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to accept Quote No. Q-08873-1 from Pro-Vision in the amount of \$1,475.00 for four Bodycam Bluetooth Event Triggering Devices for the Belmont County Sheriff's Department.

Note: This device will activate a deputy's bodycam when the cruiser lights are turned on.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF ONE HOT SHOT BOX FROM DELIVERY CONCEPTS/SSOBC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the purchase of one Hot Shot Box from Delivery Concepts, Inc, in the amount of \$37,930.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This will be outfitted on the 2026 Chevrolet Silverado truck recently purchased from Whiteside's and used for meal delivery.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF LIQUOR LICENSE FROM FLYING S WINGS, INC TO LANCASTER WINGS EAST, LLC DBA BUFFALO WILD WINGS

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to advise the Ohio Division of Liquor Control, the Board of Belmont

County Commissioners does not request a hearing on the matter of a request for the transfer of a D1, D2, D3 liquor license, Permit No. 10011156-1 from Flying S Wings, Inc 50725 Ohio Valley Place, St. Clairsville, OH, 43950 Richland Township, to Lancaster Wings East, LLC, DBA Buffalo Wild Wings, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE AGREEMENT WITH BJAAM ENVIRONMENTAL, INC/ENGINEER'S DEPARTMENT

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the agreement with BJAAM Environmental, Inc., for Ground Water Sampling at the Tacoma Garage located at 62201 Bailey Road, Barnesville, Ohio, for an estimated total of \$1,895.30, for the Belmont County Engineer's Department, based upon the recommendation of County Engineer, Terry Lively.

Note: This will be paid for out of the MVGT fund.

Belmont County Engineers
C/O Mr. Terry Lively, P.S., P.E.
101 West Main Street
St. Clairsville, Ohio

RE: 2026 Yearly Ground Water Sampling: Tacoma Garage located at 62201 Bailey Road, Barnesville, Ohio 43712 (hereinafter "SITE").

To whom it concerns:

We appreciate this opportunity to present the following proposal for environmental services. This proposal serves as a written agreement (hereinafter "Agreement") between BJAAM Environmental, INC., with its principal office located at the address referenced in the footer below, (hereinafter "BJAAM") and Belmont County Engineers, located at the address referenced above, (hereinafter "Client") for 2026 Yearly Ground Water Sampling.

Attached, in EXHIBIT A, is a detailed description of the proposed Services & Scope of Work (hereinafter "Designated Services"). Also attached, on the ensuing pages, are EXHIBIT B (hereinafter "Costs") an EXHIBIT C (hereinafter "Terms & Conditions"). In consideration of the premises and other good and valuable consideration, with the intent to be legally bound, the parties hereto agree as follows:

1. This proposal is valid for thirty (30) days from the date of its issuance above and must be fully executed by both parties without modifications or cross-outs within thirty (30) days to take effect. This Agreement, including all attached exhibits, constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and promises, whether oral or written, with respect to the subject matter herein. This Agreement may not be amended, altered or modified except in writing signed by both parties, except as otherwise permitted in this Agreement.
2. Upon execution below and the initialization of ALL pages by authorized representatives of both parties and receipt of an initial engagement payment (i.e. Retainer) of zero dollars (\$0.00), this proposal shall be deemed a valid and binding Agreement on both parties with respect to all aspects of this Agreement. Client agrees that by executing this Agreement that Client has fully read and understands ALL aspects of the Agreement, including all exhibits, in their entirety without limitation.

for BJAAM:

Troy L. Schultz, President Date

for Client:

Jerry Echemann /s/, Vince Gianangeli /s/, J. P. Dutton/s/ 3/11/26
Authorized Representative Date

Print Name, Title: Jerry Echemann, Vince Gianangeli, J. P. Dutton
Board of Commissioners of Belmont County

APPROVED AS TO FORM:

T.J. Schultz /s/

PROSECUTING ATTORNEY

PO Box 523-472 Elm Ridge Ave., Canal Fulton, Ohio 44614 Tel: (330) 854-5300

Fax: (330) 854-5340

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE INTEGRATED
CORPORATE HEALTH SERVICE AGREEMENT AND
BUSINESS ASSOCIATE AGREEMENT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into the Integrated Corporate Health Service Agreement and Business Associate Agreement for conducting biometric health screenings for Belmont County Anthem Plan Members at various locations and various dates in April 2026.

SERVICE AGREEMENT

Before we get started you need to:

1. **Review the IH21 Service Agreement (and initial where prompted)**
2. **Sign below to accept this Proposal and the IH21 Agreements**

Event Details

- Staff will arrive 30-45 minutes prior to event start time to get the room set-up. Please make sure there is a table, 2 chairs, a trash can and an electrical outlet for each screening station.
- Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify IH21 at least 8 business days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the *projected* participation and the *actual* participation).

<u>Event Date</u>	<u>Location</u>	<u>Estimated Participants</u>	<u>Event Time</u>
4/13/26	Divisional Courts	25	8am-12pm
4/14/26	SR Services	30	6:30am-11:30am
4/15/26	HR Courthouse Annex	20	7am-10:30am
4/16/26	JFS	30	6:30am-11:30am
4/24/26	BDD	35	7am-1pm

Services to be rendered

Staffing: IH21 will provide adequate staff for conducting biometric health screenings and/or health awareness programming as described in the original proposal.

Event Communications: The event schedule and Marketing toolkit will be sent from IH21 **one month prior to the event**, *given that IH21 has received a signed contract & Eligibility List.*

Appointment Scheduling: Online scheduling provided for appointment bookings. Note, if a paper schedule is needed, client will be responsible for entering the names into the online tool. Client will submit all appointments to IH21 via the online scheduler or provide us with a typed Excel spreadsheet no later than 8 business days prior to the scheduled screening date. A \$150 charge will be added for schedules not provided to IH21 8 business days prior to the event.

Aggregate Reporting will be made available 4 weeks after the last screening event. Note, there must be at least 25 participants in order to receive this report. Additional reporting requests are billed at \$50/hr.

Results delivery

Fingerstick results are available immediately and will also be viewable within our portal within 3-5 business days.

Venipuncture results will be available on the IH21 portal within 1-2 business days of the screening event.

Offsite screening, *if applicable to your program* (LabCorp or Physician Visit). Please allow 7 business days of our receiving their data to appear in the portal.

Terms and Obligations

Minimums:

- 25 Participation Minimums (must be scheduled consecutively). See additional fees for reduced participation.

Cancellation Policy:

- A \$100 cancellation fee will be charged if canceled after a signed agreement, which helps cover the coordination, scheduling and administration efforts.
- A \$300 cancellation fee will be charged for all screening events cancelled within 7 days of the confirmed date.
- A \$500 cancellation fee will be charged for all screening events cancelled within 3 days of the confirmed date.
- Change of screening date: Client understands that IH21 cannot guarantee a specific date if Client needs to change the date of a scheduled event. If IH21 needs to send staff from a different region to accommodate new date as the results of the client changing original date, then additional travel fees may apply.

Potential added Fees:

- **Early Start/Late End:** For screening events with start times on or before 6:30am – OR – end times on or after 6:00pm, a \$50 fee will be charged per IH21 staff member.
- **Weekend Fee:** an additional \$50 per IH21 staff member will be charged for weekend screenings.
- **Shipping:** Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
- **Consecutive appointments:** Client is responsible for monitoring event signups. To avoid overstaffing charges, client must notify IH21 at least 8 days prior to the screening if the estimated number of signups has decreased by more than 10%. Failure to do so will result in a \$75/hour/extra staff member charge to cover idle screener time. Idle screener time is defined as any time that a screener is processing fewer than 6 participants per hour (calculated from the difference between the projected participation and the actual participation).
- **Minimum Participation:** Minimum required is 25 participants scheduled consecutively. For participation of 1-9, there will be a \$300 site fee and 10-24, there will be a \$150 site fee. *Note: participants who elect biometrics only (ht., wt., waist, BP) will NOT be applied to the minimum requirement.*
- **Offsite Screening (Physician or LabCorp):** (If applicable) Collection fees in addition to the screening costs apply for off-site screenings (LabCorp \$22 collection fee plus screening cost, Physician \$13). Set up fees will apply for PCP only campaign clients. Client understands that all employees and spouses screened via LabCorp or Primary Care Physician will have their biometric information processed – and personal reports created -- by IH21 within 7 business days of our receiving their data

Potential added Fees (continued):

- **Travel/mileage:**
 - Parking fees will be invoiced to the client
 - IH21 will invoice the Client for total mileage for any job that is ≥ 80 miles, roundtrip from the closest IH21 regional offices. Current IRS Standard Mileage Rate.
 - Cincinnati 45242
 - Columbus 43031
 - Cleveland 44133
 - Toledo 43620

- **Staff Travel Fees:**
 - A half day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 80-100 miles.
 - A full day travel charge of \$250/staff member will be charged for jobs requiring one-way travel of 100+ miles.

- **Hotel Charges**
 - Hotels charges will be billed directly to client (Note, this does not include incidentals)
 - Pre-event: as required for jobs with travel and a start time before 8:30am
 - Post-event: as required (to be determined by IH21 and agreed upon by Client prior to contract finalization)

Insurance:

- **Professional and Liability Insurance** will be maintained by IH21. A copy of our policies will be provided upon request

Uninsured / Rejected Claims:

- IH21 will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan.
- IH21 will file claims for biometric screenings for participants covered by your company's health plan only. Exceptions can be made for Third Party Administrators. Approved carriers are Anthem and Medical Mutual. However, IH21 cannot send claims to Medical Mutual at an Anthem event and vice versa. If a participant is not on your specific plan, he/she will have to self-pay at the time of service. Your company can also choose to have all uninsured participants direct billed. It is the client's responsibility to communicate to your screening participants if they are to self-pay at the time of screening. Failure to do so will result in a direct bill to your company. IH21 is not approved to send Medicare/Medicaid claims.

Payment Terms: Net 30. A late fee of 2% per month on outstanding balances after due date will apply.

Privacy:

- IH21 agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

Integrated Corporate Health (dba: IH21)

Belmont County

Signature

Signature

Jack Tomayko

~~*Jerry Echemann*~~ ~~*Vince Gianangeli*~~
NPOA

Name
Jack Tomayko

Name *Jerry Echemann* *Vince Gianangeli*

Title
President

Title *J.P. Dutton*
President *Vice President*
member

Date
03 / 05 / 2026

Date
3/11/24

APPROVED AS TO FORM:



PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

WITH GULFPORT APPALACHIA, LLC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Gulfport Appalachia, LLC, effective March 11, 2026, in the amount of \$5,000.00 per net leasehold acre for 0.62 net leasehold acres, located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$3,100.00.

**PAID-UP
OIL & GAS LEASE**

This Lease made this 11th day of March, 2026, by and between **The Commissioners of Belmont County, by J.P. Dutton, Jerry Echemann and Vince Gianangeli, as Commissioners of 101 W. Main Street, St. Clairsville, OH 43950**, hereinafter collectively called "Lessor," and **GULFPORT APPALACHIA, LLC**, a Delaware Limited Liability Company with a mailing address of 713 Market Drive, Oklahoma City, OK 73114, 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:

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 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; 21-60001.000
Pease Township, Section 25, Township 4, Range 2, SE/4

and is bounded formerly or currently as follows:

On the North by lands of: Starvaggi Industries Inc
On the East by lands of: David & Denise L. Cappelletti
On the South by lands of: Starvaggi Industries Inc
On the West by lands of: Starvaggi Industries Inc

including lands acquired from Samuel Kurko, Sr. & Barbara L. Kurko, husband and wife, by virtue of Warranty Deed dated May 9, 1974, and recorded in Volume 548, Page 25, of the Belmont County Deed Records, and described for the purposes of this agreement as containing **0.6200 acres**, more or less. 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. March 11, 2026 (effective date) to 11:59 P.M. March 10, 2031 (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.

TITLE CURATIVE. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits, governmental forms 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.

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.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT APPALACHIA, LLC

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter into an Oil and Gas Lease by and between the Belmont County Board of Commissioners and Gulfport Appalachia, LLC, effective March 11, 2026, in the amount of \$6,500.00 per net leasehold acre for 1.0376 net leasehold acres, located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$6,744.40.

**PAID-UP
OIL & GAS LEASE**

This Lease made this 11th day of March, 2026, by and between The Commissioners of Belmont County, by J.P. Dutton, Jerry Echemann, and Vince Gianangeli, as Commissioners of 101 W. Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and GULFPORT APPALACHIA, LLC, a Delaware Limited Liability Company with a mailing address of 713 Market Drive, Oklahoma City, OK 73114, 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:

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 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 Union, in the County of Belmont, in the State of Ohio, and described as follows:

Tax Parcel Identification Number; 39-60045.000
Union Township, Sections 8 & 9, Township 8, Range 5, NE/4 & SE/4

and is bounded formerly or currently as follows:

On the North by lands of: Pine Lake MHP LLC; Pineview Drive
On the East by lands of: Ketler S. Hoppin; Ketler S. Hoppin
On the South by lands of: State of Ohio
On the West by lands of: Pine Lake MHP LLC; Pine Lake MHP LLC

including lands acquired from Codevco, Inc., by virtue of Statutory Warranty Deed dated June 13, 1972, and recorded in Volume 532, Page 19, of the Belmont County Deed Records, and described for the purposes of this agreement as containing **1.0376 acres**, more or less. 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. March 11, 2026 (effective date) to 11:59 P.M. March 10, 2031 (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

Lessor(s) Initials: *JC Vt Jpd*

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.

TITLE CURATIVE. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits, governmental forms 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.

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.

This Lease is made further subject to the terms and conditions contained in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (which terms and conditions are an integral part of this Lease).

IN WITNESS WHEREOF, Lessor and Lessee hereunto set hand and seal.

LESSOR:

The Belmont County Board of Commissioners

J.P.D.A.
J. P. Dutton, Commissioner

Jerry Echemann
Jerry Echemann, Commissioner

Vince Gianangeli
Vince Gianangeli, Commissioner
APPROVED AS TO FORM:

[Signature]
PROSECUTING ATTORNEY

LESSEE:

Gulfport Appalachia, L.L.C.

Name: Bradley N. Secrist
Title: Vice President of Land

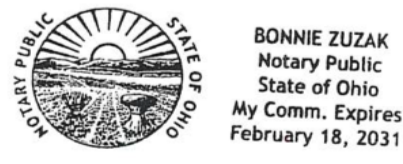
LESSOR ACKNOWLEDGMENT

STATE OF OHIO)
COUNTY OF BELMONT) SS:

On this, the 11th day of MARCH, 2026, before me BONNIE ZUZAK, the undersigned officer, personally appeared The Commissioners of Belmont County, by J.P. Dutton, Jerry Echemann, and Vince Gianangeli, as Commissioners, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

My Commission Expires: 2/18/2031
Signature/Notary Public: Bonnie Zuzak
Name/Notary Public (print): BONNIE ZUZAK



Lessor(s) Initials: je Vg jpd

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE FINAL RESOLUTION AND SIGN
CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR
FUNDING OF THE BEL COURT CAMPUS IMPROVEMENTS PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adopt the Final Resolution for funding of the BEL Court Campus Improvements Project and sign the contract with the Ohio Department of Transportation.

Note: Reconstruction of the Belmont County Courthouse Campus to facilitate bicycle/pedestrian connectivity, meet ADA regulations, and enhance access to vital services and historic sites.

(Resolution/Ordinance No. **N/A**)

PID No. **117385**

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **6th day of November 2024**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of the redevelopment of the existing Belmont County Courthouse Plaza and courthouse steps on East Main Street (U.S.R. 40) from S.L.M. 18.59 to S.L.M. 18.65 including upgraded bicycle and pedestrian connectivity, improve ADA accessibility, enhance access to vital services and historic sites, concrete walks, concrete steps, retaining walls, drainage upgrades, landscaping upgrades, lighting upgrades, and pavement markings, lying within Belmont County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Seven Hundred Eighty-One Thousand Six Hundred Seventeen and - - 89/100 Dollars, (\$781,617.89)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

PID No. 117385

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Seven Hundred Eighty-One Thousand Six Hundred Seventeen and - - 89/100 Dollars, (\$781,617.89)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Commissioners** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 11th day of MARCH, 2026, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 111, at Page N/A, and under date of MARCH 11, 2026.

Legislative Authority of the
 Board of County Commissioners
 County of **Belmont**, Ohio Jerry Edelman
James [Signature] APCA
Commissioners
Bennie [Signature]
 Clerk (Secretary Ex-Officio)

SEAL
(If Applicable)

PID No. 117385

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the redevelopment of the existing Belmont County Courthouse Plaza and courthouse steps on East Main Street (U.S.R. 40) from S.L.M. 18.59 to S.L.M. 18.65 including upgraded bicycle and pedestrian connectivity, improve ADA accessibility, enhance access to vital services and historic sites, concrete walks, concrete steps, retaining walls, drainage upgrades, landscaping upgrades, lighting upgrades, and pavement markings, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Seven Hundred Eighty-One Thousand Six Hundred Seventeen and - - 89/100 Dollars, (\$781,617.89).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of Belmont
101 W. Main Street
St. Clairsville, Ohio
43950

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

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- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

LOCAL PUBLIC AGENCY
Board of County Commissioners
County of **Belmont**

Director of Transportation

Commissioners

Jerry Echemann

County Commissioner

Vince Gianangeli

County Commissioner

APDA

County Commissioner

3-11-26

Date

Upon roll call the vote was as follows:

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

Mr. Echemann said the bidding is being handled by ODOT. The estimated project cost is \$3.6 million.

OPEN PUBLIC FORUM-James Coleman, Fairpoint Maynard Road, voiced his concern about the speed limit, which is 55 mph, on the road. He contacted the County Engineer and was told a speed study must be done before any changes can be made. Ascent Resources wants to put in an access road by his property. He would prefer the road to be further down on his property, but that can't happen due to the speed limit. It is not safe for the trucks to turn in to further down the road. Frank Shaffer, Belmont County Township Trustees President, said that is a common problem in Belmont County. He added ODOT might be inclined to change the speed limit if evidence of accidents, etc. can be shown. Mr. Dutton said the county is an extension of the state government. The County Engineer has to go through ODOT for any changes to be made.

Re: Quarterly Tourism Report

Ms. Pugh said, "I've been busier than ever, because 2026 is going to be a historic year for Belmont County. We have so many things happening, it's such an exciting time, and the tourism office is up to our elbows in these projects." A logo was created for the America 250 Celebration and Belmont County's 225th anniversary. Ms. Pugh said Tourism is not planning any of the events but is supporting them. The GAP grant will be awarding \$115,000 for 2026. Over 60 applications were received. "The Wall that Heals" national exhibit is coming to Belmont County in October. It is a three-quarter scale replica of the Vietnam Veterans Memorial with nearly 60,000 names on the wall. The Underground Railroad project is in its construction phase. The museum is being moved from Flushing to the Black Horse Inn in Morristown. A \$3.9 million grant was received through the Ohio Department of Development. One million of the grant received are going toward the Underground Railroad and the balance is going towards renovations on the building. The Village of Morriston has received an Amler grant to renovate the second floor and turn it into a BNB.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:23 A.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to enter executive session with Hannah Warrington, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation, employment and termination of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:13 P.M.

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to exit executive session at 12:13 p.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said there are two motions to be considered as a result of executive session.

**IN THE MATTER OF APPROVING UNPAID LEAVE FOR NICOLLE BLOOM,
FULL-TIME DEPUTY CLERK/ WESTERN DIVISION COURT**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve unpaid leave for Nicolle Bloom, full-time Deputy Clerk at Belmont County Western Divisional Court, effective March 12- March 18, 2026.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TERMINATION
OF AMBER DAVIS, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to approve the termination of Amber Davis, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective March 11, 2026, and to direct her supervisor to notify her of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:14 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Gianangeli to adjourn the meeting at 12:14 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of March 2026.

Jerry Echemann /s/_____

Vince Gianangeli /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /s/_____

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

Jerry Echemann /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK