

**MAY 6, 2021**

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and current transfers, appropriations and bills. At 9:00 a.m. the meeting was called to order by President Harold G. Montgomery. Roll Call: President Harold G. Montgomery, present; Vice President M. Eugene Greene, present; Commissioner Q. Jay Stapleton, present.

The President entertained a motion for approval of the April 29, 2021 minutes. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
911/EMA/LEPC	Sherry Daines & Tim Miller	5/18	Logan, Ohio	Ohio EMA SECTOR Mtg
Econ Dev	Elisha Orsbon	5/21	Bellefontaine, Ohio	OhioSE/Small Nations

The President entertained a motion to approve travel requests as submitted. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2021 Canine Shelter Weekly Report														
Week Ending	Came in	Adopted	Reclaimed	Euthanized	Out to Rescue	MIA	Died (Natural or unknown Causes)	Destroyed (in field)	Total Out	Remaining at shelter	Out to County Foster	In from County Foster	Died in Foster (Natural or Unknown Causes)	Total in Foster
5/2	11	0	2	0	11	0	0	0	13	6	0	0	0	1

**FAA 2021 AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM GRANT AGREEMENT APPROVAL**  
**GALLIA-MEIGS REGIONAL AIRPORT PROJECT**

Grants Administrator Karen Sprague presented the Commission with a grant agreement from the FAA for the FY 2021 Airport Coronavirus Relief Grant Program. This grant agreement provides reimbursement for \$13,000 in operation costs for the Gallia-Meigs Regional Airport which will be used to cover apportion of the costs to repair the AWOS system. A cost estimate has been obtained from DBT Transportation Services, LLC in the amount of \$15,836.00 for replacement of the existing FD12P Visibility/Present Weather sensor that is obsolete and longer available or supported. The replacement Visibility/Present Weather sensor is PWD22 and will bring the Airport's AWOS system back into full working capacity. The grant will reimburse for operation and maintenance expenses incurred no earlier than the date of grant acceptance. Funds must be drawn within 4 years of the date of grant acceptance. Grant funds drawn will be deposited into the county Airport Authority Fund #036 in a designated revenue line item for tracking purposes. Harold Montgomery entertained a motion to approve and sign the grant agreement as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**FY ' 2022 ARC GRANT PRE-APPLICATION AIRPORT TERMINAL PROJECT**

Grants Administrator Karen Sprague presented the Commission with an FY 2022 ARC Grant Pre-Application for the Airport Terminal Project. The application requests \$250,000 ARC Grant with the total project cost broken down as follows:

- \$250,000 ARC Grant; 25.13%
- \$589,950 FAA AIP Grant; 59.29%
- \$32,775 ODOT – Office of Aviation Grant; 3.29%
- \$122,275 Gallia County local matching funds; 12.29%
- \$995,000 TOTAL Project Costs

The application reflects a total of 87.71% federal & state grant funds with a 12.29% local match. The matching funds are from the County's General Fund and will be transferred to the Airport Fund #036 at the beginning of the project if the airport fund does not have enough balance to cover.

Ms. Sprague noted this is a pre-application and if approval is given by OVRDC a full application will be submitted later.

Mr. Montgomery entertained a motion to approve and sign the pre-application as submitted. Mr. Greene made and Mr. Stapleton seconded a motion to approve & sign the programming application. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**VETERANS – MEMORIAL DAY EXPENSES**

Commissioners received the following request in accordance with the Ohio Revised Code 307.66 for funds to defray the Memorial Day expenses for 2021: Gallipolis VFW 4464 \$500.00. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion to approve the funds as requested. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**SHERIFF AUCTION – AGREEMENT**

The Gallia County Sheriff Administrator Heather Casto submitted the following for approval:

**Lee Johnson, Auctioneer**  
**Crown City, OH 45623**  
**740-256-6740**

**AGREEMENT**

This agreement is made on the 6<sup>th</sup> day of May, 2021 between Gallia County Commissioners of 18 Locust Street, Gallipolis, Ohio 45631, hereafter called the Seller and Lee Johnson, Auctioneer, hereafter called the Auctioneer.

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**TERMS AND CONDITIONS**

Both parties agree that the Auctioneer will act as the Seller's agent and conduct a public auction of personal and other property of the Seller. The Auctioneer will use his professional skills, knowledge, and experience to the best advantage of both parties in preparing for and conducting the auction. The auction is to be held on May 29, 2021, 10 am at 8323 SR 7 N, Cheshire, Ohio 45620.

If the auction is to be postponed for any reason beyond either party's control, the auction will take place at a date agreeable to both parties. The Seller agrees to turn over, deliver, and/or make available the items here listed to be sold at public auction: Impounded vehicles

No item shall be sold prior to or withdrawn from the auction except by mutual agreement of the Seller and Auctioneer. It is the Seller's intent to transfer ownership of said property to the highest bidder (absolute auction) except those items specified in writing by the Seller to have a reserve bid. The Seller affirms that they have good title and right to sell said property and that the property is free of all encumbrances and liens except as follows:

<u>ITEM</u>	<u>MORTGAGE OR LIEN HOLDER</u>	<u>AMOUNT OWED</u>
N/A	N/A	N/A

The (Auctioneer/Seller) is responsible for the collection of payments made by check (including bad checks), debts and unpaid auction items. It is agreed that the Auctioneer WILL NOT accept absentee bids. It is agreed that the following fees and expenses will be charged by the Auctioneer: 10% of sale proceeds with a minimum of \$500.00.

It is agreed that the Auctioneer will turn over the net proceeds of the auction along with sale receipts and record to the Seller within 7 (seven) days of the auction along with any unsold items. It is agreed that all auction fees and expenses will be deducted from the proceeds before receipt of payment and satisfaction of liens or encumbrances. Seller agrees to hold harmless the Auctioneer against any claims of the nature referred to in this contract.

s/ Lee Johnson  
Auctioneer Signature

s/ Harold G. Montgomery, President  
Gallia County Commissioner

Approved as to form:

s/ M. Eugene Greene, Vice President  
Gallia County Commissioner

s/ Randy Dyer, Prosecuting Attorney  
Gallia County Prosecutor

s/ Q. Jay Stapleton, Commissioner  
Gallia County Commissioner

President entertained a motion to approve and sign the agreement. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**FINANCIAL REPORT REVIEW**

County Administrator Melissa Clark provided the Commission with the following financial report:

- 9th Amended Certificate of Estimated Resources 2021 – citing no change to the General Fund
- The April 2021 Financial Reports for comparison with the April 2020 Financial Reports. The following was noted during the review:
  - 1/1/2020 beginning cash balance was \$1,407,189.99
  - 1/1/2021 beginning cash balance was \$2,676,785.01
  - Difference of \$1,269,595.02
  - 4/30/2020 ending cash balance was \$2,117,712.55
  - 4/30/2021 ending cash balance was \$2,172,504.84
  - Difference of \$54,792.29

**HOTEL LODGING TAX DISTRIBUTION**

County Administrator Melissa Clark presented to the Commission the distribution of the 1<sup>st</sup>. Quarter 2021 hotel lodging tax from the County Auditor, reporting \$32,258.53 being made to the Ohio Valley Visitor's Center. Noted Two (2) no return or Tax filed: Paul Terr-Blanche (Air BnB) and Hidden Hollow Cabin. The report is on file in the Commissioner's office.

**LANDFILL UPDATE**

County Administrator Melissa Clark presented the Commission with the April 2021 Explosive Gas Monitoring Report from the Ohio EPA regarding the Gallia County Landfill, noting all inspection categories were in compliance.

**EXTENSION AMENDMENT TO LEASE & OPERATING AGREEMENT FOR THE GALLIA COUNTY LANDFILL**

County Administrator Melissa Clark presented the Commission with the following Extension Amendment to Lease & Operating Agreement for the Gallia County Landfill from Frank Dockery, Waste Management District Manager.

**EXTENSION AMENDMENT TO LEASE AND OPERATING AGREEMENT FOR THE GALLIA COUNTY LANDFILL**

*This Extension Amendment to Lease and Operating Agreement for the Gallia County Landfill (the "2021 Amendment") is made this 6<sup>th</sup> day of May, 2021 (the "Effective Date"), by and between Gallia Landfill, Inc. the successor-in-interest to Mid-American Waste Systems, Inc., and the County of Gallia, State of Ohio, by its Board of County Commissioners (the "County") (Gallia Landfill, Inc. and County each a "Party" and collectively the "Parties").*

**WITNESSETH**

*WHEREAS, on or about March 21, 1996, the Parties executed a Lease and Operating Agreement relating to the development and operation of the Gallia County Landfill; and*

*WHEREAS, on or about July 26, 2001, the Parties executed an Amendment to the Lease and Operating Agreement for the Gallia County Landfill, which provided that the Parties can extend the agreement for additional five (5) year terms, by agreeing to such extensions in writing; and*

*WHEREAS, in 2001, 2006, 2011 and 2016, the Parties extended the Lease and Operating Agreement for the Gallia County Landfill for additional 5-year terms, with the current extension scheduled to expire on July 26, 2021*

*WHEREAS, the Parties now wish to extend the term of the agreement for an additional five years or until its currently-constructed disposal airspace is exhausted and the site moves into permanent closure, whichever occurs first, all as described in this 2021 Amendment.*

*NOW, THEREFORE, for and in consideration of the mutual grants and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:*

1. *The term of the Lease and Operating Agreement for the Gallia County Landfill shall be extended until the first to occur of the following: (i) July 26, 2026; or (ii) the exhaustion of the currently-constructed disposal airspace as of the Effective Date of this 2021 Amendment. Exhaustion of the currently-constructed disposal airspace shall be determined in Gallia Landfill, Inc.'s reasonable discretion taking into consideration available survey information and the identification of airspace that is impractical to fill based upon differential settlement rates and other normal operating considerations.*

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2. The Parties acknowledge and agree that pursuant to Section 22 of the March 21, 1996 Lease and Operating Agreement, Gallia Landfill, Inc. shall remain solely responsible for closure of the Gallia County Landfill and the post-closure monitoring as required by Ohio law. Closure of the Landfill shall commence upon exhaustion of the currently-constructed and practical airspace as of the Effective Date of this 2021 Amendment.

3. Commencing upon the Effective Date of this 2021 Amendment, Section 3 of the 2001 amendment to the Lease and Operating Agreement shall be deleted in its entirety and replaced with the following: "GLI will pay a royalty of thirty-five cents (\$0.35) per ton for all remaining solid waste disposed of within the Gallia County Landfill until the exhaustion of the currently-constructed and practical disposal airspace as of the Effective Date of this 2021 Amendment, upon which the royalty payments will cease. Notwithstanding the foregoing, the royalty payment shall not be made on any waste materials accepted at the Gallia County Landfill and used for alternative daily cover material, or which are accepted at the Landfill at no charge."

4. All other terms of the Lease and Operating Agreement are hereby ratified, confirmed and remain unchanged, except as expressly amended herein.

IN WITNESS WHEREOF, the Parties have executed this Extension Amendment to Lease and Operating Agreement for the Gallia County Landfill as of the Effective Date written above.

**AUTHORIZED SIGNATURE OF  
GALLIA LANDFILL, INC.**

Signed: /s/ Aaron Johnson  
By: Aaron Johnson  
Title: Area Vice President

**AUTHORIZED SIGNATURE OF  
GALLIA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

Signed: /s/ Harold G. Montgomery, President  
Signed: /s/ M. Eugene Greene, Vice-President  
Signed: /s/ Q. Jay Stapleton, Member  
Date: May 6, 2021

**APPROVED AS TO CONTENT & FORM  
GALLIA COUNTY PROSECUTOR**

Signed: /s/ Randy Dupree  
By: Randy Dupree  
Title: Asst. Prosecutor

M. Eugene Greene made and Q. Jay Stapleton seconded the motion to approve the agreement extension as presented; Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

#### **2021 CORSA SURETY BOND FOR UNDERGROUND STORAGE TANK**

County Administrator Melissa Clark presented the Commission with the CORSA Performance Bond for the underground storage tank at the Gallia-Meigs Airport. The period of coverage is 5/1/021-5/1/2024 with a bond amount of \$11,000. Harold Montgomery entertained a motion to approve sign the CORSA Surety Bond as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded a motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

#### **AIRPORT – 2021 ANNUAL FEE ASSESSMENT - UNDERGROUND STORAGE TANKS**

County Administrator Melissa Clark presented the Commission with 2020 annual fee assessment for the 1 underground storage tanks located at the Gallia-Meigs Regional Airport for approval and signage. Harold Montgomery entertained a motion to approve the form with \$11,000 deductible per tank at a fee of \$550 per tank for a total of \$550. Q. Jay Stapleton moved and M. Eugene Greene seconded a motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

#### **RESOLUTION - LOCAL CORRECTIONS PLANNING BOARD APPOINTMENTS**

County Administrator Melissa Clark presented the Commission with the requirements of ORC Section 5149.34 for appointments to the Local Corrections Planning Board. The following are to update the existing appointments to the board as required by ORC 5149.34:

First Name	Last Name	Agency	Title
Chris	Gruber	Gallia County Jail	Jail Administrator
Q. Jay	Stapleton	Gallia County Commission	Commissioner
Margaret	Evans	Gallia County Court of Common Pleas	Judge
Eric	Mulford	Gallia County Municipal Court	Judge
Andy	Noe	Gallia County Defense Attorney Corp	Defense Attorney
Jeff	Boyer	Gallipolis City Policy	Chief
Matt	Champlin	Gallia County Sheriff Office	Sheriff
Jason	Holdren	Gallia County Prosecutor	Prosecutor
Robin	Harris	ADAMHS	Executive Director
Melinda	Kingery	Gallia County Board of DD	Superintendent
Ashley	Durst	Square One	Executive Director
Matt	McClellan	STAR	Executive Director
Robbie	Harrison	Gallipolis Municipal Court	Chief Probation Officer
Molly	Hash	Representative of the Public	Representative of the Public
Beverly	Jackson	Representative of the Public	Representative of the Public
Mike	Smith	Gallia County Court of Common Pleas	Chief Probation Officer
George	Reynolds	Gallia County Court of Common Pleas	Probation Officer
Thomas	Moulton	Probate/ Juvenile Court	Judge Probate / Juvenile
Kristen	Ward	Gallia County Sheriff Office- Corrections	Sergeant
Ted	Lozier	City of Gallipolis	City Manager

Harold Montgomery entertained a motion to update the board appointees the above stated persons to the Local Corrections Planning Board. M. Eugene Greene moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, abstain.

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**JAIL PROJECT – GRANGER CONSTRUCTION LEASE AGREEMENT**

County Administrator Melissa Clark presented the following Lease Agreement with Granger Construction for approval and signatures. The President entertained a motion to approve the agreement. M. Eugene Greene moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, present.

**GRANGER CONSTRUCTION CO.  
537 SECOND AVENUE, SUITE 2**

THIS AGREEMENT made and concluded at Gallipolis, Ohio, on this 6th day of May, 2021, by and between the Board of County Commissioners of Gallia County, Ohio hereinafter called Commissioners and Granger Construction Co., hereinafter called Lessee.

WHEREAS, said Commissioners have entered into an agreement with Granger Construction Co for Construction Manager at Risk (CMR) services and accepted the Guaranteed Maximum Price proposal for the Gallia County Jail Project; and

WHEREAS, the Lessee desires to lease from the Commissioners the property located at 537 Second Avenue, Suite 2, Gallipolis, Ohio 45631 for the purpose of Field Office space for the Gallia County Jail Project; and

WHEREAS, the parties agree that the Lessee, at no time in the future, will assign or transfer its rights and under this agreement; and

NOW, THEREFORE, BE it agreed by and between the parties hereto upon the considerations aforesaid and hereafter as follows:

1. Said area designated by the parties located at the address herein before referred to is leased to said Lessee commencing May 1, 2021 and ending August 15, 2022.
2. That the consideration for said Lease shall be the sum of \$1,200.00 per month, payable monthly during said term and the benefits conferred upon the populace of this County by having an existing Corporation to provide for the recognized need. Either party, however, may terminate this lease by giving ninety (90) days written notice of such intention to the other party.
3. The first payment under this lease will be due payable beginning the first of the month commencing May, 2021. Subsequent payments will be due and payable the first of each month hereafter for the term of this lease.
4. Indemnification. Lessee (Tenant) shall indemnify and hold harmless Lessor, Gallia County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Lessee, any sub-lessee, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.
5. Liability Insurance. Lessee shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the use of the Property, or cover such liability and property damage by means of membership in a joint self-insurance pool, or by some combination thereof. Lessee shall carry liability limits not less than \$1,000,000 per occurrence and shall name Lessor as an Additional Insured.
6. Lessee shall, at its sole cost and expense return the Leased Premises at the end of the Term in the same condition they were in at the commencement, other than normal wear and tear, acts of God, natural disasters, and damage by fire and the elements.
7. Lessee agrees to make no structural changes or alterations in the premises or the improvements thereof without first obtaining Lessor's written consent, and any permissions given by the Lessor to make structural changes or alterations shall be on condition that the work shall be at the Lessee's expense, unless otherwise agreed in writing, and shall be in accordance with the Building Code of the State of Ohio, and shall be such as not to weaken any structure or building. All additions, fixtures, improvements and repairs made upon said premises by Lessee are thereafter the property of the Lessor.
8. No changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed.
9. Lessee agrees to indemnify and save Lessor harmless from all loss, cost and expense by reason of injury to any person or personal property on or about the demised premises, which results from the careless or improper conduct on the on the part of the Lessee's agents or employees.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seal the day and year first written above herein.

GRANGER CONSTRUCTION CO.

s/Glean D. Granger, President

GALLIA COUNTY BOARD OF COMMISSIONERS

s/Harold G. Montgomery

Harold G. Montgomery, President

s/M. Eugene Greene

M. Eugene Greene, Vice President

s/Q. Jay Stapleton

Q. Jay Stapleton, Commissioner

Approved as to legal form and content:

s/Randy Dupree, Assistant Prosecutor

Jason Holdren, Gallia County Prosecuting Attorney

WITNESS IN THE PRESENCE OF:

s/Christopher R. Dupree, VP/ CFO

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**DJFS – COMMON PLEAS COURT – TITLE IV-D CONTRACT**

Director Dana Glassburn presented the following contract with Common Pleas Court and Probation officers for approval:

Ohio Department of Job and Family Services  
**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Gallia County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Gallia County Common Pleas Court (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from 07/01/2021 through 06/30/2022, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Each IV-D initiated hearing serviced by the Common Pleas, Domestic General Divisions Magistrate. The unit case rate includes direct and indirect cost associated with Common Pleas Court and Probate Juvenile Division. Billable units shall be on IV-D certified cases which include all court orders, judgements entries filed on hearing time, prep work, and follow up to any related maritals that result in court orders.  
  
The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).
3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**
  - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$932.22 per Unit of Service as determined by:
    - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
    - The procurement process for a IV-D Contract with a private entity.
  - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$605,945.24
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$206,021.38	Local Sources
FFP Reimbursement	\$399,923.86	
<b>Total IV-D Contract Cost</b>	<b>\$605,945.24</b>	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law

**The Full IV-D Contract is on file and are available at the commissioner's office**

M. Eugene Greene moved and Q. Jay Stapleton seconded the motion to approve. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**EXECUTIVE SESSION - PERSONNEL**

At 10:30 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider the employment of a public employee. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:48 a.m.; no action taken.

**BOARD OF ELECTIONS – HAVA GRANT**

Board of Elections Director Chris Burnett noted the HAVA grant must be used by the end of August, 2021. The commission noted the possibility of using it on the security for storage or the ADA ramp. No action taken.

**BID OPENING – GAL–CR VAR PM–FY2021**

The Engineer noted the GAL – CR VAR – PM – FY 2021 project is being funded 100% HSIP and the project cost estimate is \$417,640.50. The project is for various roads in various Townships. At 11:00 a.m. President Montgomery opened the following bid for the County Engineer Project (noting received only one bid):

Company	Total Bid
Griffin Pavement Stripping	\$377,777.77

The bid was turned over to the county engineer for review and recommendation. The following were in attendance: Tony Gallagher and Lora Rawson, GMCAA; and Adam Edward, Gallia County engineer office.

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**LPA FEDERAL LOCAL-LET PROJECT AGREEMENT – ENGINEER**

The engineer office presented the Commission with Ohio Department of Transportation project agreement GAL-CR VAR-GR FY2022 for approval. Q. Jay Stapleton moved to approve and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**The Full copy of the agreement is on file and are available at the commissioner's office**

**GALLIPOLIS IN BLOOM**

Karen Smith and Dianna Parks with Gallipolis in Bloom met with the commission to discuss the need for a watering truck for this summer. Mr. Stapleton noted there is a 911/EMA truck not in use and no longer needed. The Commissioners agreed to donate the 911/EMA 2000 Chevrolet 2500 truck (vin# ending in 9213) to the City of Gallipolis with the reversion that when the truck is no longer needed by Gallipolis in Bloom that it be returned to the Gallia County Commissioners. Q. Jay Stapleton moved to approve the disposal of the 911/EMA truck and donate to the City of Gallipolis and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**COMMUNITY ACTION MOUTH PROCLAMATION**

The President entertained the motion to approve the following proclamation. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Smith, absent for vote; Mr. Saunders, yea.

**Community Action Month  
May, 2021**

**WHEREAS**, Community Action connects individuals and families to approaches that help them succeed and promotes community-wide solutions to challenges throughout our villages and rural areas; and

**WHEREAS**, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities, which in turn promotes self-sufficiency, ensuring that all Americans are able to live in dignity; and

**WHEREAS**, Community Action connects millions of children and families to greater opportunity, transforming their lives and making our communities – and our nation – stronger; and

**WHEREAS**, Community Action serves 99% of America's counties in rural, suburban, and urban communities, offering life-changing services that create pathways to prosperity by connecting families to job training, affordable housing, utility assistance for seniors, promoting community-wide solutions and sharing expertise; and

**WHEREAS**, Community Action will continue to implement innovative programs that create a greater chance at success for everyone, will continue to focus on a broader range of community challenges to ignite economic growth and ensure all families can benefit, and will continue to be a voice for the disenfranchised.

**NOW, THEREFORE**, we Gallia County Board of Commissioners of Gallia County, Ohio do hereby proclaim May 2021 as **COMMUNITY ACTION MONTH** in recognition of the hard work and dedication of Gallia-Meigs Community Action Agency.

IN TESTIMONY WHEREOF, we have hereunto set our hand and caused to be affixed the Great Seal of Gallia County Ohio on this 6<sup>th</sup> day of May, 2021.

Signature of:

*s/ Harold G. Montgomery*, President

*s/ M. Eugene Greene*, Vice President

*s/ Q. Jay Stapleton*, Commissioner

**NATIONAL DAY OF PRAYER PROCLAMATION**

The President entertained the motion to approve the following proclamation. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

**NATIONAL DAY OF PRAYER  
RESOLUTION**

**WHEREAS**, we are one nation under God; and

**WHEREAS**, nationally the first Thursday in May, is recognized as the National Day of Prayer; and

**WHEREAS**, the 2021 National Day of Prayer prays: "LORD pour out Your LOVE, LIFE, and LIBERTY." Once again praying and proclaiming a promise of God in our theme verse, 2 Corinthians 3:17, "Now the Lord is the Spirit, and where the Spirit of the Lord is, there is liberty."

**THEREFORE, BE IT RESOLVED**, that we, the Board of Commissioners of Gallia County, do hereby recognize the **National Day of Prayer**, Thursday, May 6, 2021, for all citizens in Gallia County; and

**BE IT FURTHER RESOLVED**, that we urge all Gallia County citizens to pray for our nation and community; and

**BE IT FURTHER RESOLVED**, that we invite all Gallia County citizens to pray together for the health and well-being of your fellow citizens.

This resolution shall take effect upon its signing this 6<sup>th</sup> day of May, 2021.

*s/ Harold G. Montgomery*, President

*s/ M. Eugene Greene*, Vice President

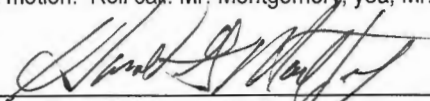
*s/ Q. Jay Stapleton*, Commissioner

MAY 6, 2021

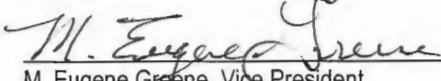
\*1:00 pm – The Commissioners and County Administrator Melissa Clark met with Granger and DLZ for the Biweekly Jail OAC meeting in the Granger field office conference room, 537 2<sup>nd</sup> Ave. Gallipolis, Ohio.

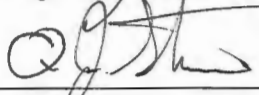
ADJOURN

The President entertained a motion to adjourn at 4:00 p.m. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

  
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Harold G. Montgomery, President

  
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Anette L. Brown, Clerk

  
\_\_\_\_\_  
M. Eugene Greene, Vice President

  
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Q. Jay Stapleton, Commissioner