

DECEMBER 16, 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 December 7, 2021 minutes. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
Commissioners	Harold G. Montgomery M. Eugene Greene & Q. Jay Stapleton	12-16	Wellston, Ohio	GJMV Solid Waste Dist Mtg

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
12/12	11	5	1	0	1	0	0	0	7	29	0	0	0	4

FINANCIAL REPORT REVIEW

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

- December Sales Tax Report

GALLIA COUNTY PUBLIC DEFENDER COMMISSION

County Administrator Melissa Clark advised the Commission she was in anticipation of resignation from Attorney William Eachus from the Public Defender Commission. Ms. Clark noted the importance of reappointing a member to unexpired term in order to review the recent proposal received for 2022 Defense of the Indigent Services. Ms. Clark recommended the appointment of Attorney Michael Eachus, to serve the remaining unexpired term (Term 1/11/2019-1/10/2023). M. Eugene Greene made and Q. Jay Stapleton seconded the motion contingent upon receipt of William Eachus resignation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION - PERSONNEL

At 9:31 a.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark to consider the employment of a public employee. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 10:11 a.m.; no action taken.

**GRANT ADMINISTRATOR UPDATE
GREEN SEWER PHASE 2 PAYMENT RESOLUTION # 5**

Grants Administrator Karen Sprague presented the Commission with Payment Resolution # 5 for the Green Sewer Phase 2 Project for the following items:

- Legal Services - \$40,000.00
- Engineering Fees - \$333,883.20
- Contingencies - \$240,948.37
- Total = \$614,831.57

These amounts are reimbursement from invoices already paid from other funds and those funds now must be reimbursed as follows:

- Green Sewer 2 – OWDA Planning Loan Fund #321 = \$89,232.57
- KA Sewer Settlement Fund #170 = \$423,791.71
- County General Fund #001 = \$101,807.29

M. Eugene Greene moved and Q. Jay Stapleton seconded a motion to approve these fund reimbursements as presented.

Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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- KA Sewer Settlement Fund #170 = \$423,791.71
- County General Fund #001 = \$101,807.29

Mr. Greene moved and Mr. Stapleton seconded a motion to approve these fund reimbursements as presented. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Ms. Sprague also explained the USDA outlay report originally reflected \$100,000 of the CDBG RPIG grant that was for onlot connections was for construction and that the CDBG RPIG grant had \$30,000 for administration costs. The CDBG RPIG grant does not have any administration costs set aside. Therefore, USDA requests the County to commit to providing \$70,000 (\$100,000 - \$30,000 noted above) if the contingency funds run short before the end of the project. Mr. Montgomery entertained a motion to provide that commitment. Mr. Stapleton moved and Mr. Greene seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

MEMO ENTRY – REVENUE/EXPENSE USDA LOAN GREEN SEWER PHASE 2

Ms. Sprague advised the Commission that do to yearend closeout checks cannot be written to move the above stated USDA amounts to the funds as noted. Therefore, the Commission needs to request the County Auditor's Office make the following memo entries in order to reflect the receipt and expenditure of these loan funds within the county fund as follows:

- Memo expense in the amount of \$89,232.57 from 372.0372.531101 to Gallia County Commissioners vendor #682
- Memo receipt in the amount of \$89,232.57 into 321.3000.400100
- Memo expense in the amount of \$423,791.71 from 372.0372.531101 to Gallia County Commissioners vendor #682
- Memo receipt in the amount of \$423,791.71 into 170.9000.400100
- Memo expense in the amount of \$101,807.29 from 372.0372.531101 to Gallia County Commissioners vendor #682
- Memo receipt in the amount of \$101,807.29 into 001.9000.401300

HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

Grants Administrator Karen Sprague presented the Commission with the Housing Revolving Loan Fund Administration Agreement for the period January 1, 2022 to December 31, 2026 for the County's FY 2020 CDBG CHIP/HOME Grants in partnership with Vinton County and any future CDBG CHIP/HOME grants, which must be submitted to the Ohio Department of Development. The purpose of this agreement is to maintain adequate program oversight and ensure that communities understand and adhere to the terms of the agreement in conjunction with the administration of the Housing RLF program. Harold Montgomery entertained a motion that the agreement be approved and signed as presented. Q. Jay Stapleton made and M. Eugene Greene seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The form is on file in the County's CDBG grant files.

CDBG - FY 2021 COMMUNITY DEVELOPMENT GRANT AGREEMENT REVISED BY ODOD (B-F-21-1AY-1)

Grants Administrator Karen Sprague presented the Commission with a revised Ohio Department of Development grant agreement form for the FY 2021 Community Development Grant for approval and signing. Ms. Sprague noted the changes were in the grant agreement regulations related to complying with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR part 75 with regard to employment, training and contracting in conjunction with the Tara Estates Sewer Project.

Harold Montgomery entertained a motion to approve the revised grant agreement as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CDBG - FY 2021 CRITICAL INFRASTRUCTURE GRANT AGREEMENT REVISED BY ODOD (B-X-21-1AY-1)

Grants Administrator Karen Sprague presented the Commission with a revised Ohio Department of Development grant agreement form for the FY 2021 Critical Infrastructure Grant for approval and signing. Ms. Sprague noted the changes were in the grant agreement regulations related to complying with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR part 75 with regard to employment, training and contracting in conjunction with the Tara Estates Sewer Project.

Harold Montgomery entertained a motion to approve the revised grant agreement as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CDBG – FIRST AMENDMENT TO FY 2021 CRITICAL INFRASTRUCTURE GRANT AGREEMENT (B-X-21-1AY-1)

Grants Administrator Karen Sprague presented the Commission with the First Amendment to the Ohio Department of Development grant agreement for the FY 2021 Critical Infrastructure Grant for approval and signing. Ms. Sprague noted the amendment is a Revised Attachment D: Grantee Assurances and Certifications Section.

Harold Montgomery entertained a motion to approve the revised 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.

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ODOD WATER & WASTEWATER INFRASTRUCTURE PROGRAM GRANT AGREEMENT & APPROPRIATION APPROVAL (2021 WWIP FOR CHESHIRE DD WWTP)

Grants Administrator Karen Sprague presented the Commission with Ohio Department of Development grant agreement for the FY 2021 WWIP Grant Program for the Cheshire DD WWTP Improvements Project funded with Coronavirus State and Local Fiscal Recovery Funds (SLFRF) for approval and signing and to request the County Auditor's Office to create a new fund for this grant titled "2021 WWIP – Cheshire DD WWTP" (for the period of 11/1/2021 – 12/31/2024), give that grant fund number 390, and to create line items for the \$595,750 grant as follows:

- Create 390.0390.531100 title Professional Fees (\$71,250)
- Create 390.0390.531101 title Cheshire DD WWTP (\$522,500)
- Create 390.0390.531102 title Administrative Costs (\$2,000)

Also, request the County Auditor's Office to create the following revenue line items:

- Create 390.3000.400100 2021 WWIP – Cheshire DD WWTP Grant Revenue (\$595,370)

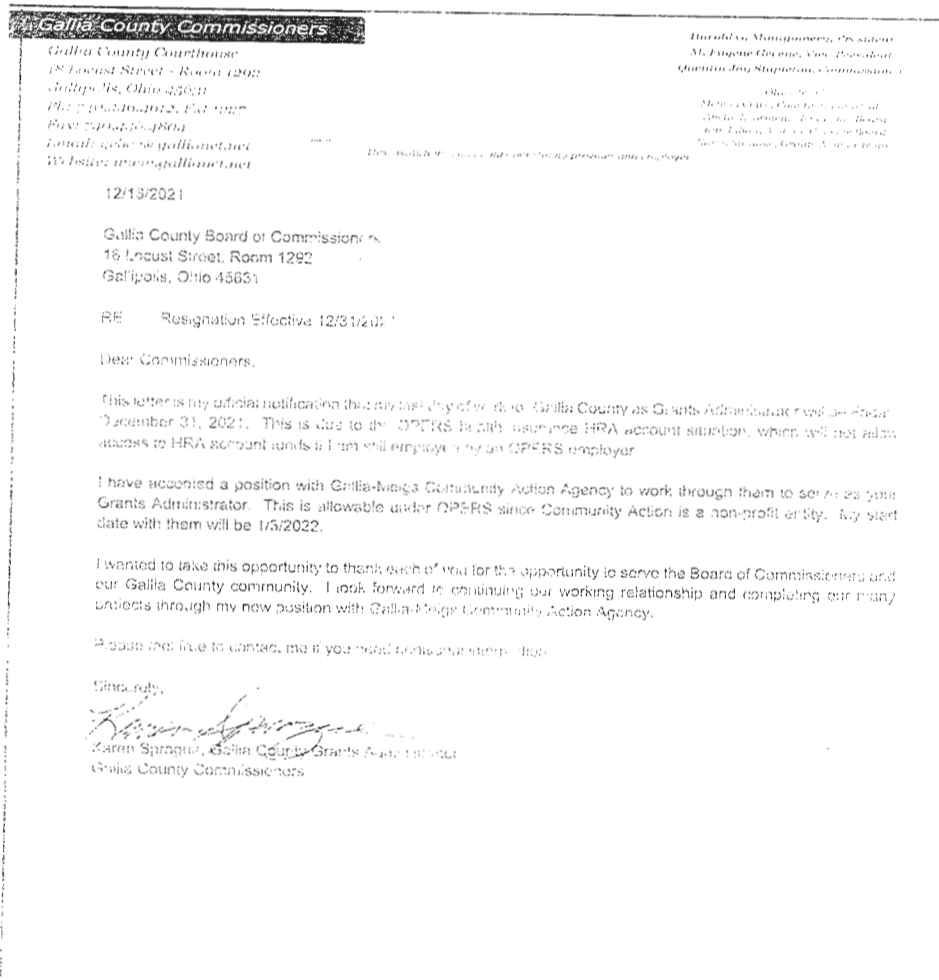
Harold Montgomery entertained a motion to approve the request and sign the grant agreement as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

AIRPORT – AIP GRANT OVERSIGHT RISK ASSESSMENT

Grants Administrator Karen Sprague presented the Commission with the Airport AIP Grant Oversight Risk Assessment form as required by the FAA every 3 years to continue receiving the FAA AiP grants. Mr. Montgomery entertained a motion to approve the 2021 risk assessment form as presented. M. Eugene Greene made and Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EMPLOYEE – RESIGNATION – SPRAGUE

The Commissioners were in receipt of the follow letter of resignation from Grant Administrator Karen Sprague. The President entertained a motion to accept the resignation of Ms. Sprague, effective December 31, 2021. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



EVALUATION OF GALLIA-MEIGS COMMUNITY ACTION AGENCY'S APPLICATION TO ADMINISTER GALLIA COUNTY'S CDBG/WWIP/USDA/ARC/OPWC/OWDA/FAA/ODOT-OA GRANTS/LOANS

County Administrator Melissa Clark advised the Commission that she received the application from Gallia-Meigs Community Action Agency (CAA) as requested by the County to administer Gallia County's grants & loans as follows:

- Community Development Block Grant, Rural Public Infrastructure Grant Program (RPIG): Green Sewer Phase 2 Project
- Community Development Block Grant, Community Development Grant Program (CD): Tara Estates Sewer Replacement Project
- Community Development Block Grant, Critical Infrastructure Grant Program (CI): Tara Estates Sewer Replacement Project
- Community Development Block Grant, Target of Opportunity Grant Program (ToO): GCDD School Roof Replacement Project

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- Ohio Department of Development, Water and Wastewater Infrastructure Grant Program (WWIP): Tara Estates Sewer Replacement Project & Gallia County DD Gallco and Hopewell WWTP Improvements
- United States Department of Agriculture, Rural Development Grant/Loan (USDA): Green Sewer Phase 2 Project
- Appalachian Regional Commission Grant (ARC): Green Sewer Phase 2 Project & Gallia-Meigs Regional Airport Terminal Replacement Project
- Ohio Public Works Commission Loan (OPWC): Green Sewer Phase 2 Project
- Ohio Water Development Authority Construction Loan (OWDA): Green Sewer Phase 2 Project
- Federal Aviation Administration Grants (FAA): Gallia-Meigs Regional Airport Terminal Replacement Project
- Ohio Department of Transportation, Office of Aviation Grants (ODOT): Gallia-Meigs Regional Airport Terminal Replacement Project

The Ohio Department of Development requires the County either bid this service out if the county is not going to utilize a non-profit agency or request an application from a local non-profit agency. Gallia County chose to request the application from the CAA, a local non-profit, since they have administered Gallia County's last 12 CHIP grants, 1 CHIP grant for the City of Gallipolis and 1 CHIP grant for Meigs County totaling \$7,733,600 and they have done a good job with them. CAA has also administered 46 other housing related grant programs from 1976 to the present totaling \$18,586,163.

Gallia County must now evaluate the application that has been submitted based on the following criteria:

1. Financial capacity and stability
2. Experience and expertise
3. Demonstrated capacity including adequate staffing and organizational strength

If the application is deemed acceptable based on the evaluation criteria, Gallia County must then negotiate a written agreement with the non-profit agency. The agreement must contain, at a minimum, all federal uniform administrative requirements, a description of the work to be performed, a schedule for completion of work, a budget, procedures for disbursement of funds, requirements for records and reports that must be submitted, dispute resolution procedures, suspension and termination clauses and whatever other provisions are deemed necessary after consultation with the County Prosecuting Attorney and a review of federal, state and local regulations.

The agreement between the county and the nonprofit agency must then be formalized with a resolution passed by the Gallia County Board of Commissioners, stating it is being adopted pursuant to receipt of the various grant/loan agreements from the agencies noted.

If/When the County is awarded the grants/loans, payment can only be made to the nonprofit agency upon completion documentation, and verification of a given phase or task as outlined in the written agreement and after the work has been properly reviewed by a County representative.

The agreement must state that Gallia County will identify a representative who will be responsible for overseeing the activities of the nonprofit and for making regular routine reviews of their performance.

Gallia County will be responsible for maintaining all the appropriate records associated with the procurement of the nonprofit agency including a copy of the RFA; the application submitted by the nonprofit agency; the evaluation rating tool complete with the agency's performance; the written agreement between the grantee and the nonprofit; the resolution; records on monitoring visits and oversight activities undertaken by the grantee; and a record of the disbursement of funds.

Melissa Clark requested that the Commission take some time to review the application by the GMCAA. She advised that she had thoroughly reviewed it and felt that it included all the information that was requested by the County. The following information was noted:

1. List of prior experience in administration and implementation of Community Housing Improvement Programs dating back to 1976 including total project budgets of \$26,319,763.
2. Organization chart of CAA staff for the Grant Administration program showing 3 trained and capable staff for administration and implementation of these projects – included job/position descriptions/resumes and certificates of training for each staff member. Note: GMCAA will be hiring Karen Sprague effective 1/1/2022 as the grant administrator for the county's projects listed above and she has a great deal of experience in all grant/loan programs listed from 1991 to 2021.
3. List of Scope of Services to be provided to administer and implement the grants/loans as listed above.
4. Budget broken down as follows:
 - a. Wages = \$42,600 (1,704 hours @ \$25.00 per hour for Karen Sprague as the program manager
 - b. Fringes = \$4,141.88
 - c. Fair Housing = \$8,000
 - d. Office Supplies = \$500.00
 - e. Registration/Training Fees = \$1,000
 - f. Mileage/Per Diem = \$1,500
 - g. Administrative Cost Pool = \$5,640
 - h. Total = \$63,381.88
5. Independent Auditor's Report for the year ended 2/28/21, which reflects the following (most current one available at this time – upon completion of the year ended 2/28/21 report it will be provided as well):
 - a. Page 25: "In our opinion, Gallia-Meigs Community Action Agency, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have been direct and material effect on each of its major federal programs for the year ended February 28, 2021."
 - b. Page 25: "We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses."
 - c. Page 27: Section 3 – Findings and Questioned Costs for Federal Awards "We noted no findings or questioned, or likely questioned, costs for federal awards for the year ended February 28, 2021."
 - d. Page 27: Financial Statement Findings – "We noted no findings related to the financial statements which are required to be reported in accordance with GAGAS."
 - e. Page 28 "There were no findings and recommendations in the prior year requiring the preparation of this schedule."

After review of CAA's application, Mr. Montgomery entertained a motion to give the application a rating of 100%, deem the application acceptable based on all the 3 evaluation criteria listed above. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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RESOLUTION – GMCAA PROFESSIONAL SERVICES CONTRACT

County Administrator Melissa Clark presented the Commission with the Professional Services Contract between Gallia County and Gallia-Meigs Community Action Agency for certain project management, reporting and support services in connection with the following projects and funding sources for the period of 1/1/2022 through October 31, 2023:

- Community Development Block Grant, Rural Public Infrastructure Grant Program (RPIG): Green Sewer Phase 2 Project
- Community Development Block Grant, Community Development Grant Program (CD): Tara Estates Sewer Replacement Project
- Community Development Block Grant, Critical Infrastructure Grant Program (CI): Tara Estates Sewer Replacement Project
- Community Development Block Grant, Target of Opportunity Grant Program (ToO): GCDD School Roof Replacement Project
- Ohio Department of Development, Water and Wastewater Infrastructure Grant Program (WWIP): Tara Estates Sewer Replacement Project & Gallia County DD Gallco and Hopewell WWTP Improvements
- United States Department of Agriculture, Rural Development Grant/Loan (USDA): Green Sewer Phase 2 Project
- Appalachian Regional Commission Grant (ARC): Green Sewer Phase 2 Project & Gallia-Meigs Regional Airport Terminal Replacement Project
- Ohio Public Works Commission Loan (OPWC): Green Sewer Phase 2 Project
- Ohio Water Development Authority Construction Loan (OWDA): Green Sewer Phase 2 Project
- Federal Aviation Administration Grants (FAA): Gallia-Meigs Regional Airport Terminal Replacement Project
- Ohio Department of Transportation, Office of Aviation Grants (ODOT): Gallia-Meigs Regional Airport Terminal Replacement Project

Mrs. Clark noted the professional services contract describes the budget of funds that will be paid to Gallia-Meigs Community Action Agency as follows:

- Wages = \$42,600 (1,704 hours @ \$25.00 per hour for Karen Sprague as the program manager)
- Fringes = \$4,141.88
- Fair Housing = \$8,000
- Office Supplies = \$500.00
- Registration/Training Fees = \$1,000
- Mileage/Per Diem = \$1,500
- Administrative Cost Pool = \$5,640
- Total = \$63,381.88

The documents also reflect County Administrator Melissa Clark will be the county representative who will be responsible for overseeing the activities of the nonprofit and for making regular routine reviews of their performance. Mr. Montgomery entertained a motion to approve and sign the Professional Services Contract as presented. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call votes: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CDBG TARGET OF OPPORTUNITY GRANT (B-D-20-1AY-1) 1ST STATUS REPORT

Grants Administrator Karen Sprague presented the Commission with the 1st Status Report for the period June 1, 2021 thru November 30, 2021 for the County's FY 2020 CDBG Target of Opportunity Grant (B-D-20-1AY-1) which had been submitted to the Ohio Department of Development by 12/15/2021. The following project/activity were noted:

- Public Facilities - GCDD School Roof Replacement Project – Grant award \$208,000; Drawn/Expended \$0.00
 - Local Match – GCDD Commitment \$229,380; Expended \$15,836.33
- Administration – Grant award \$10,000; Drawn/Expended \$7,216.00
- Total Grant Award \$218,000; Grant Expended \$7,216; Local Match expended \$15,836.33

Harold Montgomery entertained a motion that the 1st Status Report be approved as submitted to ODOD. Q. Jay Stapleton made and M. Eugene Greene seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. The form is on file in the County's CDBG grant files.

EXECUTIVE SESSION – DJFS – PERSONNEL & PURCHASE OR SALE PROPERTY

At 10:33 a.m. the president entertained a motion to enter into executive session with JFS Director Dana Glassburn to consider certain personnel matters and purchase or sale of property. 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 10:39 a.m.; no action taken.

EMPLOYEE – DJFS – RESIGNATION

JFS Director Dana Glassburn presented and recommended the acceptance of Josh Grube resignation from GCDJFS effective two weeks from 12/10/2021. The President entertained a motion to accept the resignation as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

DJFS/GCDD – LEASE - CONTRACT

Director Dana Glassburn presented the following lease contract for approval. The President entertained a motion to approve with Director Glassburn's recommendation. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

This Lease Contract is entered into between: **Gallia County Board of Developmental Disabilities** hereinafter called "LESSEE" and **Gallia County Board of Commissioners/ Gallia County Department of Job and Family Services**, hereinafter called "LESSOR", organized and operating as an Ohio County.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. DESCRIPTION OF THE PROPERTY: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, under the terms and conditions herein:

Vehicle: Year 2008 Make Chevy Body Cargo Van Model Uplander
 Color Tan VIN: 1GBDV13W48D211669 License 071ZGO Exp. N/A
 Odometer 90,318

2. AMOUNT / TERMS. ORIGINAL VALUE: paid \$2750.00.

The fixed lease is for 12 months with annual payments of one dollar \$1.00 with payments due on the first day of the first full month of each twelve (12) month period included within the lease term. This lease does not have a limit as to miles per year.

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3. INSURANCE: During the term of the lease and until the return of the vehicle, the LESSOR will maintain insurance through CORSA. The following minimum coverages will apply:

- a. Comprehensive fire and theft coverage and collision coverage, each for actual cash value of the vehicle and with a maximum deductible of \$2,500; and
- b. Liability insurance for at least:
 - i. \$100,000 per person and \$300,000 per occurrence for bodily injury or death; and
 - ii. \$50,000 per occurrence for property damage.

For claims arising under insurance that concern physical damage to the vehicle, the LESSEE will appoint the LESSOR as their attorney-in-fact to initiate, settle, or release the claim. They may also sign any proofs of claim or loss on behalf of the LESSEE, and receive and sign for the LESSEE on any settlement, draft, or check. LESSEE also gives a security interest in any money paid under LESSOR insurance.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY OTHERS IS NOT INCLUDED IN THIS LEASE.

4. DAMAGE, DESTRUCTION, OR LOSS OF VEHICLE: If, during the term of this Lease and until the return of the vehicle, it is damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the LESSEE will remain financially responsible and pay the deductible. The LESSEE shall notify LESSOR within 10 days of any of these events.

5. NO ABATEMENT OR SETOFF: LESSEE agrees that the sums payable to LESSOR shall not be subject to any abatement whatsoever, nor subject to any defense, set-off, counterclaim, or recoupment by reason of any damage to or loss or destruction of said property.

6. ALL FEES PAID UNDER THIS CONTRACT ARE NON-REFUNDABLE.

7. LICENSES, TAXES, FEES, EXPENSES: In addition to fixed rentals, sales tax, initial and subsequent license and registration fees, LESSEE agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the property during the term of this Lease, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the said property, or on the use, ownership, possession, Lease, transportation, delivery, or operation of the same. LESSEE agrees to reimburse LESSOR for the full costs, expenses, taxes, fees, and other charges paid by LESSOR in which LESSEE is obligated to pay.

8. NO AGENT OR EMPLOYEE OF LESSOR SHALL HAVE THE POWER TO WAIVE ANY OF THE TERMS OR PROVISIONS HEREOF, or to incur additional obligations on behalf of LESSOR unless such waiver or additional obligations are evidenced by an agreement in writing signed by a duly authorized officer of LESSOR and by the LESSEE.

9. USE OF PROPERTY: LESSEE agrees that during the term of this Lease, they will use the property for lawful purposes but specifically it is to be used by the employees or officers of LESSEE for the provision of services to individuals with developmental disabilities to the citizens of Gallia County. LESSEE agrees to indemnify and hold LESSOR harmless from any fines or penalties for violation of any laws or illegal use of the property.

10. ASSIGNMENT/SUBLEASING: LESSEE agrees that they will not assign, transfer, sublet, or in any way rent or lease his rights hereunder and will not lien or cause to be liened the property described herein.

11. MAINTENANCE & REPAIRS: LESSEE agrees to maintain the property in good working condition and not to misuse or abuse it.

12. DAMAGE, DESTRUCTION OR THEFT: LESSEE assumes the entire risk of loss or damage to the property from any cause whatsoever and the obligation of the LESSEE shall not be affected in any manner irrespective of any damage, loss, or destruction thereof.

13. INDEMNITY: LESSOR shall not or under any circumstances be liable for any damage or injuries to persons or property suffered or sustained in the use, condition, or operation of the property and all such claims are specifically waived by LESSEE. Company makes no warranties, expressed or implied, as to the condition of the property or its fitness for any particular purpose. LESSEE agrees to and does hereby hold LESSOR, its agents and employees, free and harmless from any and all losses, costs, demands or liability of any kind whatsoever, including legal costs and attorney's fees. Upon demand, LESSEE shall defend at LESSEE's own expense, any claims brought against LESSOR.

14. TERMINATION OR DEFAULT: For any reason of termination of this contract, LESSOR shall have the right to take possession of the property.

Either party may terminate this agreement, for any reason, with Sixty (60) days written notice. If terminated before the end of the current lease period, a prorated portion of the lease payment shall be returned to LESSEE.

15. ATTORNEY'S FEES/LEGAL COSTS: In the event LESSEE shall default hereunder, LESSOR shall be entitled to recover from LESSEE, in addition to all other damages, all costs and expenses, including court costs and reasonable attorney's fees by LESSOR to enforce its rights.

16. TITLE: The Title to the property shall at all times remain in the possession of LESSOR or its nominees, successors, or assigns until the property can be transferred after a fixed timeframe that is established per the NEG requirements. LESSOR may at any time, sell or assign this contract, including its interests in moneys due hereunder.

17. SEVERABILITY, WAIVER, ENTIRE AGREEMENT: Any provisions of this contract which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect. The parties hereto have read this entire Lease and do hereby acknowledge that they are familiar with all of the terms, covenants, and conditions set forth herein and that there are no other representations, warranties, or agreements concerning this contract which do not appear in writing herein. There shall be no alterations, change, or modification of any of the terms, covenants, and conditions of the Lease except in writing and signed by all parties hereto.

IN WITNESS WHEREOF, on this date the parties hereto have executed this Lease Agreement:

s/ Melinda Kiper, Superintendent 12/8/2021

Lessee

s/ Harold G. Montgomery, President 12/16/2021

Lessor

s/ Randy Dupree, Assistant Prosecuting Attorney 11/16/2021

DJFS/GYAN TOWNSHIP – LEASE - CONTRACT

Director Dana Glassburn presented the following lease contract for approval. The President entertained a motion to approve with Director Glassburn's recommendation. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

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This Lease Contract is entered into between: **Gyan Township** hereinafter called "LESSEE" and **Gallia County Board of Commissioners/ Gallia County Department of Job and Family Services**, hereinafter called "LESSOR", organized and operating as an Ohio County.

THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. DESCRIPTION OF THE PROPERTY: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, under the terms and conditions herein:

CHIPPER: Make VEMEER Chipper Turbo Model BC1230

VIN: 1VRK1515751000491

2. AMOUNT / TERMS. ORIGINAL VALUE: \$ Estimated Value Total of \$2,500

The fixed lease is for 12 months with annual payments of one dollar \$1.00 with payments due on the first day of the first full month of each twelve (12) month period included within the lease term. This lease does not have a limit as to miles per year.

3. INSURANCE: During the term of the lease and until the return of the chipper, the LESSEE will maintain insurance acceptable to the LESSOR. The following minimum coverages will apply:

- a. Comprehensive fire and theft coverage each for actual cash value of the equipment

If reasonably possible, the LESSEE will list LESSOR as payee for the coverages in 3a and as "Additional Insured" for the coverages in 3b. If the LESSEE carries excess or umbrella liability insurance, it will include LESSOR's interest to the extent permitted by law.

The LESSEE will give written proof of insurance coverage upon request. Also, the LESSEE will inform LESSOR at least 30 days in advance, in writing, if any term of insurance changes or the policy has been cancelled. If the LESSEE fails to maintain the required insurance, or fail to provide you proof of insurance, they will be in default.

For claims arising under insurance that concern physical damage to the chipper the LESSEE will appoint the LESSOR as their attorney-in-fact to initiate, settle, or release the claim. They may also sign any proofs of claim or loss on behalf of the LESSEE, and receive and sign for the LESSEE on any settlement, draft, or check. LESSEE also gives a security interest in any money paid under my insurance.

PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED BY OTHERS IS NOT INCLUDED IN THIS LEASE.

4. DAMAGE, DESTRUCTION, OR LOSS OF CHIPPER: If, during the term of this Lease and until the return of the chipper it is damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the LESSEE will remain financially responsible. The LESSEE shall notify LESSOR within **10** days of any of these events.

5. LESSEE shall pay all fees associated with this lease which may include: licensing, insurance, transportation, taxes, and other fees not necessarily fixed under this agreement.

6. NO ABATEMENT OR SETOFF: LESSEE agrees that the sums payable to LESSOR shall not be subject to any abatement whatsoever, nor subject to any defense, set-off, counterclaim, or recoupment by reason of any damage to or loss or destruction of said property.

7. ALL FEES PAID UNDER THIS CONTRACT ARE NON-REFUNDABLE.

8. LICENSES, TAXES, FEES, EXPENSES: In addition to fixed rentals, sales tax, initial and subsequent license and registration fees, LESSEE agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the property during the term of this Lease, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the said property, or on the use, ownership, possession, Lease, transportation, delivery, or operation of the same. LESSEE agrees to reimburse LESSOR for the full costs, expenses, taxes, fees, and other charges paid by LESSOR in which LESSEE is obligated to pay.

9. NO AGENT OR EMPLOYEE OF LESSOR SHALL HAVE THE POWER TO WAIVE ANY OF THE TERMS OR PROVISIONS HEREOF, or to incur additional obligations on behalf of LESSOR unless such waiver or additional obligations are evidenced by an agreement in writing signed by a duly authorized officer of LESSOR and by the LESSEE.

10. USE OF PROPERTY: LESSEE agrees that during the term of this Lease, they will use the property for lawful purposes but specifically it is to be used by the employees or officers of LESSEE for the provision of Adult Protective Services to the citizens of Gallia County. LESSEE agrees to indemnify and hold LESSOR harmless from any fines or penalties for violation of any laws or illegal use of the property.

11. ASSIGNMENT/SUBLEASING: LESSEE agrees that they will not assign, transfer, sublet, or in any way rent or lease his rights hereunder and will not lien or cause to be liened the property described herein.

12. MAINTENANCE & REPAIRS: LESSEE agrees to maintain the property in good working condition and not to misuse or abuse it.

13. DAMAGE, DESTRUCTION OR THEFT: LESSEE assumes the entire risk of loss or damage to the property from any cause whatsoever and the obligation of the LESSEE shall not be affected in any manner irrespective of any damage, loss, or destruction thereof.

14. INDEMNITY: LESSOR shall not or under any circumstances be liable for any damage or injuries to persons or property suffered or sustained in the use, condition, or operation of the property and all such claims are specifically waived by LESSEE. Company makes no warranties, expressed or implied, as to the condition of the property or its fitness for any particular purpose. LESSEE agrees to and does hereby hold LESSOR, its agents and employees, free and harmless from any and all losses, costs, demands or liability of any kind whatsoever, including legal costs and attorney's fees. Upon demand, LESSEE shall defend at LESSEE's own expense, any claims brought against LESSOR.

15. TERMINATION OR DEFAULT: For any reason of termination of this contract, LESSOR shall have the right to take possession of the property.

Either party may terminate this agreement, for any reason, with Sixty (60) days written notice. If terminated before the end of the current lease period, a prorated portion of the lease payment shall be returned to LESSEE.

16. ATTORNEY'S FEES/LEGAL COSTS: In the event LESSEE shall default hereunder, LESSOR shall be entitled to recover from LESSEE, in addition to all other damages, all costs and expenses, including court costs and reasonable attorney's fees by LESSOR to enforce its rights.

17. TITLE: The Title to the property shall at all times remain in the possession of LESSOR or its nominees, successors, or assigns. LESSOR may at any time, sell or assign this contract, including its interests in moneys due hereunder.

18. SEVERABILITY, WAIVER, ENTIRE AGREEMENT: Any provisions of this contract which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect. The parties hereto have read this entire Lease and do hereby acknowledge that they are familiar with all of the terms, covenants, and conditions set forth herein and that there are no other representations, warranties, or agreements concerning this contract which do not appear in writing herein. There shall be no alterations, change, or modification of any of the terms, covenants, and conditions of the Lease except in writing and signed by all parties hereto.

IN WITNESS WHEREOF, on this date the parties hereto have executed this Lease Agreement:

/ John Cardwell, Gyan Township Trustee & President 12/13/2021

Lessee

/ Harold G. Montgomery, President 12/16/2021

Lessor

/ Rody Dupree, Assistant Prosecuting Attorney 11/17/2021

DECEMBER 16, 2021

GALLIA COUNTY LAND REUTILIZATION CORPORATION – AGREEMENT

Gallia County Land Reutilization corporation presented the following agreement for the approval of the Gallia County Commissioners. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion for approval with the recommendation from Gallia County Land Reutilization Corporation. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

A RESOLUTION PURSUANT TO OHIO REVISED CODE SECTION 1724.10(A)(2) APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT AND PLAN WITH THE GALLIA COUNTY LAND REUTILIZATION CORPORATION AS THE COUNTY'S AGENCY FOR EXERCISING THE POWERS AND PERFORMING THE DUTIES OF THE COUNTY UNDER CHAPTER 5722 OF THE OHIO REVISED CODE FOR THE RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED AND OTHER REAL PROPERTY IN THE COUNTY.

The Board of County Commissioners of Gallia County, Ohio met in regular session in the office of said Board on the 16th day of December, 2021 with the following members present: Mr. Harold G. Montgomery, Mr. M. Eugene Green, and Mr. Q. Jay Stapleton.

M. Eugene Greene moved to adopt the following RESOLUTION:

WHEREAS, the County pursuant to division (A) of Section 5722.02 of the ORC has elected to adopt and implement the procedures set forth in Sections 5722.02 to 5722.15 of the ORC to facilitate the effective reutilization of nonproductive land situated within its boundaries; and

WHEREAS, the County has caused the Gallia County Land Reutilization Corporation (the "Corporation") to be organized as a county land reutilization corporation under Chapter 1724 of the ORC to act on behalf of and cooperate with the County in exercising the powers and performing the duties of a county with respect to land reutilization under Chapter 5722 of the ORC; and

WHEREAS, subdivision (A)(2) of Section 1724.10 of the ORC authorizes a county to designate a corporation organized under Chapter 1724 of the ORC as its agency for the reclamation, rehabilitation and reutilization of vacant, abandoned, tax-foreclosed or other real property in the county; and

WHEREAS, this Board has heretofore designated the Corporation as the County's agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax- foreclosed or other real property in the county and has heretofore directed the Corporation to prepare or cause to be prepared for approval and execution by this Board an agreement and plan between the Corporation and the County, as authorized by division (B) of Section 1724.10 of the ORC to provide for, among other things, a plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property and the extent to which the Corporation will participate as the agency of the County in carrying out the plan; and

WHEREAS, pursuant to subdivision (B) of Section 1724.10 of the ORC the Corporation has prepared and has heretofore delivered the form of said agreement and plan (the "Agreement and Plan") to the Clerk of this Board for approval and execution and delivery by this Board; and

WHEREAS, the Board of Directors of the Corporation has approved the form of the Agreement and Plan and has authorized the execution and delivery of the Agreement and Plan by its President; and

WHEREAS, in furtherance of the purposes of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed or other real property in the County and the exercise by the Corporation on behalf of the County of the powers of the County under Chapter 5722 of the ORC this Board now desires to approve and enter into and deliver the Agreement and Plan to accomplish the foregoing;

AND WHEREAS, the Board hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the ORC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Gallia County, Ohio, that pursuant to division (B) of Section 1724.10 of the ORC, the Agreement and Plan between said Board and the Gallia County Land Reutilization Corporation, a copy of which is attached hereto as Exhibit A, be, and the same is, hereby approved.

BE IT FURTHER RESOLVED, that the Clerk of the Board be and hereby is authorized and directed to certify copies of this resolution to the Auditor of the County, the Treasurer and the Prosecuting Attorney of the County.

And

BE IT FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption.

Q. Jay Stapleton seconded the resolution. Upon Roll Call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

ADOPTED, at a regularly adjourned meeting of the Board of County Commissioners of

Gallia County, Ohio, this 16th day of December, 2021.

BOARD OF GALLIA COUNTY COMMISSIONERS

s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
s/ Q. Jay Stapleton, Commissioner

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a Resolution adopted by this Board of County Commissioners in session the 16th day of December, 2021.

s/ Aecio L. Brown, Clerk

DECEMBER 16, 2021

EXHIBIT A
AGREEMENT AND PLAN

OF RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORCLOSED OR OTHER REAL PROPERTY IN GALLIA COUNTY, OHIO

THIS AGREEMENT AND PLAN, entered into as of the ___ day of December, 2021 (collectively, the "Agreement"), by and between the County of Gallia, Ohio (the "County"), a county organized and existing under the Constitution and laws of the State of Ohio (the "State") and the Gallia County Land Reutilization Corporation (the "Corporation") a county land reutilization corporation organized and existing as a corporation not for profit under the laws of the State;

WHEREAS, in accordance with Section 1724.10(A)(2) of the ORC, the Corporation has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the County and the Corporation desire to enter into an agreement pursuant to division (B) of Section 1724.10 of the ORC to provide for, among other things, a plan for the County of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation has prepared a plan (the "Plan") of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County; and

WHEREAS, the Corporation and the County desire to incorporate the terms and provisions of the Plan into this Agreement so that this Agreement will embody and constitute the plan of reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County provided for under division (B) of Section 1724.10 of the Revised Code.

NOW, THEREFORE, the County and the Corporation do hereby agree as follows:

ARTICLE I

The Plan Generally

Section 1.1. The Plan Purposes Generally. The Plan for the Corporation, as the sole agency for the County designated to carry out the Plan, shall be the following:

- a) To promote and facilitate the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County to the fullest extent possible within the legal and fiscal limitations applicable to the Corporation;
- b) To efficiently hold and manage vacant, abandoned, or tax-foreclosed real property pending its reclamation, rehabilitation, and reutilization;
- c) To assist governmental entities and other nonprofit or for-profit persons to assemble, clear, and clear the title of vacant, abandoned, or tax-foreclosed real property;
- d) To promote economic and housing development in the County or region;
- e) To advance, encourage, and promote the industrial, economic, commercial, and civic development of a community or area of the County; and
- f) In furtherance of the preceding purposes in items a) through e), and not as a limitation on any of the powers of the Corporation under Chapter 1724 of the ORC, to exercise any and all of the powers conferred upon a county under Chapter 5722 of the ORC and any ancillary or related statutes.

Section 1.2 Intention of Parties with respect to Implementation of Plan. In connection with implementation of this Plan by the Corporation, it is the intention of the parties hereto to work cooperatively with other governmental entities and persons, especially with those that have elected to exercise the powers set forth in Chapter 5722 of the ORC in pursuit of purposes similar to those of this Plan.

Section 1.3 Compliance with Applicable Zoning and Planning Laws. Implementation of the Plan shall be affected in compliance with all zoning and planning laws applicable to the real property which is the subject of action under this Plan.

Section 1.4 Construction of Provisions of the Plan. All provisions of this Plan shall be liberally construed, subject to any limitations thereon in the ORC applicable to the Corporation or the County. If in any provision in this Agreement and Plan reference is made to "real property" without more, whether by use of such term or others of similar import, such reference shall be understood or interpreted to mean "real property within the County."

ARTICLE II

Actions in Furtherance of the Plan

In the furtherance of promoting and facilitating the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the County, the Corporation, as a community improvement corporation organized under and for the purposes of Chapter 1724 of the ORC and designated to act as the electing subdivision (as defined in division (F) of Section 5722.01 of the ORC) for and on behalf of the County, may exercise any or all of the powers authorized in Sections 1724.02 and 1724.10 and Chapter 5722 of the ORC, including, but not limited to the following:

- a) To purchase, receive, hold, manage, lease, lease-purchase, or otherwise acquire and to sell, convey, transfer, lease, sublease, or otherwise dispose of real property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof;
- b) To acquire, reclaim, manage, or contract for the management of improved or unimproved and underutilized real property for the purpose of constructing industrial plans, other business establishments, or housing thereon, or causing the same to occur, for the purpose of assembling and enhancing utilization of the real property;
- c) To serve as an agent for grant applications and the administration of grants or to make applications as principal for grants to the

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Corporation;

- d) To engage in code enforcement and nuisance abatement, including, but not limited to, cutting grass and weeds, boarding up vacant or abandoned structures, and demolishing condemned structures on properties which the Corporation owns or in which it has legal interest whether or not subject to a delinquent tax or assessment lien, or property for which a municipal corporation or township has contracted with the Corporation to provide code enforcement or nuisance abatement assistance;
- e) To purchase tax certificates at auction, negotiated sale or from a third party who purchased and is a holder of one or more tax certificates issued pursuant to Sections 5721.30 to 5721.43 of the ORC;
- f) To be assigned a mortgage on real property from a mortgagee in lieu of acquiring such real property subject to a mortgage;
- g) To borrow money for any of the purposes of a county land reutilization corporation by means of loans, lines of credit, or any other financial instruments or securities, including the issuance of its bonds, debentures, notes, or other evidences of indebtedness, whether secured or unsecured, and to secure the same by mortgage, pledge, deed of trust, or other lien on its property, franchises, rights, and privileges of every kind and nature or any part thereof or interest therein;
- h) To mortgage, pledge, or otherwise encumber any real property acquired by the Corporation in the furtherance of its purposes;
- i) To make loans to any person, firm, partnership, corporation, joint stock company, association, or trust for the purpose of furthering the purposes of the Corporation, and to establish and regulate the terms and conditions with respect to any such loans;
- j) To acquire nonproductive land (as defined in division (F) of Section 5722.01 of the ORC) through the exercise, and as electing subdivision on behalf of the County, of the powers set forth in Chapter 5722 of the ORC;
- k) To accept a conveyance in lieu of foreclosure of any delinquent land from the proper owners thereof and to accept from the County Auditor properties escheated to the State both before and after the execution and delivery of this Agreement;
- l) To enter into agreements with municipal corporations and townships within the boundaries of the County for implementation within such municipal corporations and townships for the purposes of the Corporation and the purposes of Chapter 5722 of the ORC;
- m) To establish data bases identifying the vacant, abandoned, tax-foreclosed and nonproductive real properties within the County which are in need of reclamation, rehabilitation, and reutilization and to enter into agreements with municipal corporations or townships for cooperative sharing and use of such data bases;
- n) To assist municipal corporations and townships in preparing plans for acquiring vacant, abandoned or tax-foreclosed real properties within their boundaries and for the reclamation, rehabilitation and reutilization of such properties so as to return such properties to productive use and thereby to foster economic and housing growth within the County;
- o) To prepare, or to participate in or partner with post-secondary educational institutions or other entities for the preparation of studies or analyses of the causes of or contributing factors in vacancy, abandonment and tax delinquency of real property in the County and the methods and manner of reclaiming, rehabilitating and reutilizing vacant, abandoned, tax-foreclosed and nonproductive real property in the County;
- p) To partner with the State and agencies of the State in the pursuit and implementation of the purposes of the Corporation;
- q) To develop, implement and maintain programs designed to creatively revitalize property such as deconstruction and recycling of building and other materials, urban forestry, agriculture, greenhouses, green infrastructure, water retention, parks, human resource programs such as workforce development, and other job creation or vocational programs other than governmental workforce development programs and faith-based initiatives; and
- r) To take such other actions that are authorized under Ohio law and are consistent with and will facilitate the implementation of the purposes of the Corporation.

ARTICLE III

Miscellaneous

Section 3.1. Amendments to the Plan. This Agreement and the Plan may be amended and supplemented from time to time provided that all such amendments and supplements shall be in writing, shall be duly approved by the Corporation and the County and shall be executed by the property officers of each.

Section 3.2. No Prohibition on Independent Exercise of Governmental Powers. No provision, term or covenant contained in this Agreement and Plan shall be construed as prohibiting or limiting the County from independently exercising any and all powers it may have under the Constitution or laws of the State.

Section 3.3 Fiscal Matters. Nothing in this Agreement and Plan shall be construed as requiring the County, and the County shall not be required, to make financial contributions to the Corporation or shall be construed as permitting the Corporation to obligate the County except as expressly set forth in this Agreement and Plan; provided, however, that nothing in this Section shall be construed as a limitation on, or a prohibition on acting pursuant to, any terms and provisions in Ohio law providing for the fiscal matters of the Corporation, including, but not limited to, increasing the Delinquent Tax and Assessment Collection Fee (DTAC) up to an additional 5 per cent.

In such regard, but only to the extent that the additional DTAC fee has been deposited in accordance with division (B) of ORC 321.261 in the County Land Reutilization Corporation Fund established in accordance with ORC 321.263, the Board of County Commissioners of Gallia County shall appropriate the portion or all of such fee so deposited as shall have been requested by the Corporation.

Section 3.4 Term of Agreement. The term of this Agreement shall commence on the date first above written and shall continue in effect thereafter unless terminated in accordance with this Section 3.4. Each of the parties to this Agreement may terminate this Agreement and Plan upon written notice to the other party setting forth the termination date of the Agreement and Plan. The termination date (the "Termination

DECEMBER 16, 2021

Date") specified in the notice shall not be any earlier than the first day of the calendar month that immediately succeeds the first anniversary of the giving of written notice of termination. From and after the Termination Date no further actions, agreements, contract, liabilities or obligations shall be initiated or incurred pursuant to this Agreement and Plan, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the Termination Date shall not be affected by such termination and this Agreement and Plan shall remain in full force and effect as to any such action, agreement, contract, liability or obligation, and the Corporation shall continue as the agency of the County under this Agreement and Plan and the designation by resolution of the Corporation as agency of the County made by the Board of County Commissioners of

Gallia County for the purposes of full performance of all such actions, agreements and contracts, liabilities or obligations.

Section 3.5. Notices. All written notices required to be given by one of the parties hereto to the other party under this Agreement and Plan or under any sections of the ORC that relate to the function of the Corporation as the designated agency of the County for purposes of this Agreement and Plan shall, unless otherwise specified herein or in the ORC, be deemed duly given by delivering such written notice to the following electronic mail addresses of the intended recipient party or to the following first class mail delivery address of the intended recipient party to the attention of the proper party:

IF TO THE COUNTY:

First Class Mail:
Gallia County Board of Commissioners
18 Locust Street
Gallipolis, OH 45631
Email: gcboc@gallianet.net

IF TO THE CORPORTION:

First Class Mail:
Gallia County Land Reutilization Corporation

Gallipolis, OH 45631
Email

Any party may change its notice address upon written notice of such change to the other party; provided, however, that non-receipt of any notice by the recipient party shall not affect the efficacy of the notice if non-receipt was caused by a change in the recipient's notice address of which such recipient had not notified the party giving notice in accordance with this Section 3.5.

IN WITNESS WHEREOF, the County and the Corporation, by their duly authorized officers, have caused this Agreement and Plan to be executed as of the day and year first above written.

GALLIA COUNTY LAND REUTILIZATION CORPORATION

By: Brett Bostic

Attest: Melissa Clark

COUNTY OF GALLIA, OHIO

By: s/ Harold G. Montgomery, President

Approved by:

By: s/ Jason Holdren, Gallia County Prosecutor

EXECUTIVE SESSION – PERSONNEL

At 10:56 a.m. the President entertained a motion to enter into executive session with Auditor Chief Deputy Terri Short, Clerk of Courts Noreen Saunders and County Administrator Melissa Clark to consider compensation of a public employee, excluding Q. Jay Stapleton due to conflict of interest. M. Eugene Greene moved and Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. At 11:04 a.m. Q. Jay Stapleton was asked to joined the session and Ms. Saunders and Ms. Clark exited the session. Returned to regular session at 11:14 a.m.; no action taken.

SHERIFF – VEHICLE

Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson met with the commission to discuss using the CORSA reimbursement for recent wreacked vehicles to purchase a new vehicle. No action taken

EXECUTIVE SESSION – PERSONNEL

At 11:34 a.m. the President entertained a motion to enter into executive session with Sheriff Matthew D. Champlin and Chief Deputy Troy Johnson to consider the employment of public employees. M. Eugene Greene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 11:45 a.m.; no action taken.

* 11:45 am – 12:45 pm - The Commissioners and staff joined the Gallia County Courthouse Christmas lunch.

* 1:30 pm – The Commissioners Harold G. Montgomery, M. Eugene Greene, and Q. Jay Stapleton and County Administrator Melissa Clark met with Granger and DLZ for the Jail OAC meeting in the Granger field office conference room, 537 2nd Ave. Gallipolis, Ohio.

* 2:30 pm – Commissioners Harold G. Montgomery, M. Eugene Greene, and Q. Jay Stapleton traveled to Wellston, OH for the GJMV Solid Waste District meeting.

DECEMBER 16, 2021

RECESS

The President entertained a motion to recess at 5:00 p.m. and reconvene at 10:30 a.m. Friday, December 17, 2021. M. Eugene Greene moved and seconded Harold G. Montgomery the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, absent for vote.

RECONVENE – DECEMBER 17, 2021

At 10:30 a.m. on December 17, 2021, the President entertained a motion to reconvene the Commission meeting. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

A RESOLUTION TO PROVIDE FOR PREMIUM PAY BONUS FOR GALLIA COUNTY GOVERNMENT EMPLOYEES IN ACCORDANCE WITH THE INTERIM FINAL RULE FROM THE UNITED STATES TREASURY FOR THE AMERICAN RESCUE PLAN

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act “ARPA”; and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, on June 8, 2021, the United State Department of Treasury deposited Gallia County’s first tranche of funds which is \$2,903,668.00 in to Fund# 384 – American Recovery Plan Fund

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19 and in their communities;

WHEREAS, under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds “CSLFRF” to provide premium pay to eligible employees who performed essential work during the COVID-19 public health emergency. See CSLFRF Frequently Asked Questions No. 5.1; and

WHEREAS, the Gallia County Commissioners deem Gallia County employees across county departments and sectors, under fiscal oversight of the County Commissioners, as essential workers who maintained the continuity of operations and essential services benefiting the citizens of Gallia County on a regular basis during the pandemic; and

WHEREAS, every Gallia County department and sector remained open and operating to continue vital services for the community throughout the pandemic encountering the risks and associated exposure to COVID-19 first-hand; and

WHEREAS, this resolution is intended to expend a portion of the first tranche of Gallia County’s ARPA funds in accordance with Federal Law and guidance; and

WHEREAS, The Gallia County Commissioners desire to provide a one-time Premium Pay bonus for Gallia County employees, whose department falls under the fiscal oversight of the Gallia County Commissioners and are employed as of December, 16, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Gallia County Commissioners hereby authorizes the expenditure of funds from Fund #384- American Rescue Plan (ARPA) to make a one-time premium pay bonus to essential Gallia County employees, whose department falls under the fiscal oversight of the Gallia County Commissioners, and who provided critical services to the citizens of Gallia County during the COVID-19 pandemic. Full-time employees are to receive a one-time payment of \$1,500 and part-time employees are to receive \$750.00. Eligible employees who are currently within a probationary period of employment will qualify for \$750.00.

BE IT FURTHER RESOLVED, eligible employees having already received a Premium Pay Bonus would only be eligible to receive the difference of bonus capped at \$1,500 for full time and \$750.00 for part time.

The Gallia County Board of Commissioners hereby instructs the Gallia County Auditor and Payroll Department to carry out the terms of this resolution and make the bonus payments, as a separate payroll bonus, herein at the earliest opportunity.

M. Eugene Green moved to adopt the Resolution. Harold Montgomery seconded the resolution. President Montgomery called for discussion. Q. Jay Stapleton stated because I cannot give to everyone in the county, whose tax dollars paid for this, my answer is no. Roll being called upon the question of its adoption, the vote resulted as follows:

Mr. Montgomery	<u> X </u> Yea	<u> </u> Nay
Mr. Greene	<u> X </u> Yea	<u> </u> Nay
Mr. Stapleton	<u> </u> Yea	<u> X </u> Nay

ADOPTED: this 17th day of December, 2022

Harold Montgomery
Harold Montgomery, President

M. Eugene Greene
M. Eugene Greene, Vice-Pres.

Q. Jay Stapleton
Q. Jay Stapleton, Commission Member

Melissa Clark, County Administrator

Minutes recorded by County Administrator Melissa Clark

CASTO & HARRIS, INC. — RE-ORDER NO. 21488-20

DECEMBER 16, 2021

RESOLUTION FOR SALARY INCREASES FOR 2022

M. Eugene Greene made the following motion.

To give county employees, under the employ of Gallia County as of 1/1/2022, except employees that have already received raises for 2022 or are under a collective bargaining agreement or having a certified exclusive representative under ORC 4117.1, a **\$0.50** per hour raise effective the first pay in January, 2022.

For those departments outside of county general, if the allocation of raises to your office/department employees depends on what is done by the County Commission, and if you have adequate funds available in your budget to cover the above approved raise, you may do so at your discretion at this time. Please be sure to consider the salary related line items, Worker's Comp., Medicare, PERS, when making this decision.

However, the ultimate decision regarding distribution of the above approved raises to all county employees, under both County General and other funds, is at the discretion of each elected official.

The appropriations for this will be included in the 2022 annual appropriation resolution for the County General Fund.

Q. Jay Stapleton seconded this motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

I, Melissa Clark, County Administrator in the absence of Anette Brown, Clerk of the Board of Gallia County Commissioners, do hereby certify that the above is a true and accurate copy of the resolution passed this 17th day of December, 2021.

Harold Montgomery, President

Melissa Clark, County Administrator

M. Eugene Greene, Vice-Pres.

Q. Jay Stapleton, Commission Member

2022 NURSE PRACTITIONER AGREEMENTS

County Administrator Melissa Clark presented the Commission with the following nurse practitioner agreements for approval with an office visit rate of \$35.00 that is paid by the county from the 105 Plan Fund, further noting these services are free to the county employees, spouses and dependents who are enrolled in healthcare coverage with the County. These provider(s) will be in addition to agreements already approved on 12/2/2021. Contract amount and approved services remains unchanged from the current 2021 agreement and as with the current agreement, labs and ancillary services beyond approved procedures and costs listed within the agreement were the responsibility of the patient and billed to health insurance or patient accordingly. Ms. Clark noted that not all current nurse practitioners elected to participate in 2022.

- Jeanne Ingles Family Practice
346 3rd Avenue, Gallipolis, OH
- Canaday Care, LLC
10 Airport Rd, Gallipolis, OH

The President entertained a motion to approve the above stated nurse practitioner agreements for 2022 with an office visit at current rate of \$35.00. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

CHANGE ORDER #2 – GALLIA COUNTY JAIL PROJECT

County Administrator Melissa Clark presented the Commission with Change Order #2 for the Gallia County Jail Project in the amount of \$72,356.00. It was noted the change order has been approved and signed by Jamie Brundrett, Contractor Granger Construction and Greg Galieti, Project Architect / Engineer DLZ. The change order covers the Part 1 Bulletin 001/ Addendum 003 The President entertained a motion to approve and sign the Change Order #2 form as presented. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

EXECUTIVE SESSION – PERSONNEL

At 11:20 a.m. the President entertained a motion to enter into executive session with County Administrator Melissa Clark and Auditor Chief Deputy Terri Short via conference call to consider the employment of a public employee. M. Eugene moved and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Returned to regular session at 11:48 a.m.; no action taken.

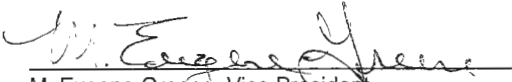
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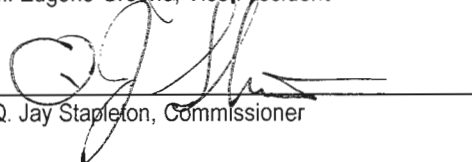
At 12:25 p.m. the President entertained a motion for adjournment. Q. Jay Stapleton moved and M. Eugene Green seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.


Harold G. Montgomery, President


Anette L. Brown, Clerk

December 17, 2021 minutes recorded by
County Administrator Melissa Clark


M. Eugene Greene, Vice President


Q. Jay Stapleton, Commissioner