

JANUARY 6, 2022

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.

RE-ORGANIZATION MEETING

At 9:01 p.m. on January 6, 2022 as advertised, the Commissioners met for the re-organization meeting as required by the Ohio Revised Code Section 305.05 on or before the second Monday of January. Commissioners present: President Harold G. Montgomery, Vice President M. Eugene Greene, Commissioner Q. Jay Stapleton.

OFFICERS ELECTED

President Harold G. Montgomery entertained a motion to nominate a president for 2022. M. Eugene Greene nominated Harold G. Montgomery for president of the 2022 Board of Commissioners and Q. Jay Stapleton seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Q. Jay Stapleton made the motion to nominate M. Eugene Greene for vice-president. Harold G. Montgomery seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

MEETING TIME SET

M. Eugene Greene made and Q. Jay Stapleton seconded the motion to continue the weekly meetings on Thursdays from 9:00 a.m. until business is completed and to conduct the meetings in Room 1292 of the Gallia County Courthouse, 18 Locust Street, Gallipolis, OH. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Mr. Stapleton noted if he would decide to attend township and village meetings as a Commissioners to get the public's questions, opinions and concerns, would it be legal for him to advertise. Mr. Montgomery noted he should contact the township and/or villages to let them know when he would be attending to get on their agenda.

COUNTY BUSINESS

The President entertained a motion for approval of the December 30, 2022 minutes. Q. Jay Stapleton so moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2022 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
1/2	6	5	2	1	0	0	0	0	8	20	0	0	0	4

DECEMBER 2021 FINANCIAL REPORT REVIEW

County Administrator Melissa Clark presented the Commission with:

- The December 2021 Financial Reports for comparison with the December 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
 - 12/31/2020 ending cash balance was \$2,676,785.01
 - 12/31/2021 ending cash balance was \$2,708,800.25
 - Difference of \$32,015.24
 - 23rd & Final Amended Certificate of Estimated Resources

FINAL YEAR END APPROPRIATION RESOLUTION FOR FISCAL YEAR 2021

County Administrator Melissa Clark presented the Commission with the Final 2021 Year End Appropriation Resolution for all the county's funds that was provided by the Gallia County Auditor's Office after all final year end business was concluded. The Commission must adopt this report as the County's Final 2021 Year End Appropriation Resolution. Adopting this document will reduce the cost of the County's audit and the audit will be able to be completed faster since the State Auditors can start with this final year-end report versus taking the beginning of year appropriation resolution and then having to research all the transfers and supplemental appropriations from the Commissioners Journal. The appropriations totaled as follows:

- General Fund:**
 - Appropriations = \$12,226,716.94
- Special Revenue Funds:**
 - Appropriations = \$93,440,379.60
- Grand Total All Funds**
 - Appropriations = \$105,667,096.54

President Montgomery entertained a motion that the Final Year End Appropriation Resolution for the fiscal year 2021 be approved and signed by the Commission as presented. Mr. M. Eugene Greene made and Mr. Q. Jay Stapleton seconded that motion. Upon roll call votes were as follows: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea. Document is on file with County Administrator's 2021 Budgetary Files.

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

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

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AMENDED ANNUAL APPROPRIATION RESOLUTION FOR FISCAL YEAR 2022

County Administrator Melissa Clark presented the Commission with an Amended Annual Appropriation Resolution for all funds for the fiscal year beginning January 1, 2022 thru December 31, 2022. The appropriations totaled as follows:

General Fund

- Appropriations = \$11,459,820.86
- Encumbrances = \$177,565.15

Special Revenue Funds:

- Appropriations = \$ 49,520,741.32
- Encumbrances = \$158,154.04
- Balances Carried Forward = \$9,513,478.61

Grand Total All Funds:

- Appropriations = \$60,980,562.18
- Encumbrances = \$335,719.19
- Balances Carried Forward = \$9,513,478.61

Harold G. Montgomery entertained a motion that the Annual Appropriation Resolution for the fiscal year 2022 be approved and signed by the Commission as revised. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Upon roll call, votes were as follows: Roll: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

2023 BUDGET PROCESS PROPOSED DATES

County Administrator Melissa Clark presented the Commission with proposed dates for the 2023 budget process as follows:

- July 22nd, Friday Budget forms to departments
- August 19th, Friday Budget requests due to Commissioners Office
- Sept 2nd, Friday Publish notice of public hearing to be held 10/13/2022
- Sept 2nd, Friday Publish public notice of filing tax budget in Auditors Office on Thursday 9/30/2022
- Sept 30th, Friday Two copies of tax budget must be filed with County Auditor's Office
- Oct 13th, Thursday Public hearing – Tax Budget
- Oct 13th, Thursday Tax Budget adopted by Commissioners (no later than Oct 15th)
- Oct 13th, Thursday Tax Budgets submitted to Auditor (no later than Oct 15th)
- Nov 3rd, Thursday Estimated date budget commission meets
- Dec 1st, Thursday County Commission must pass resolution authorizing the necessary tax levies as calculated by the County Auditor
- Dec 22nd, Thursday Adopt 2023 Appropriation Resolution
- Jan 4th, Wednesday On or about January 1st the County Auditor must certify the total amount available from all sources from each fund established in the tax budget. The Budget Commission then revises its estimate of the amounts and certifies an amended official certificate to the County Commissioners

FAA RESPONSE LETTER

The President entertained a motion to approve and sign the following letter of response to the FAA. M. Eugene Greene made and Q. Jay Stapleton seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

January 5, 2022

Nicole R. Harris
Regional Compliance Specialist
Federal Aviation Administration
Great Lakes Regional Office
O'Hare Lake Office Center
2300 East Devon Avenue
Des Plaines, IL 60018
nicole.r.harris@faa.gov

Dear Ms. Harris:

In response to your November 18, 2021 email requesting the Gallia County Commissioners, Airport Sponsor of the Gallia-Meigs Regional Airport, provide the FAA a written response to allegations that the Airport Sponsor is in violation of their Federal Grant Obligations as it relates to the operation of the Airport.

We offer the below responses to the attached (**Attachment 1**) November 9, 2021 Chapter 13 Informal Complaint email letter received by Mr. Mark Grennell, Program Manager of the FAA-Det ADO from Mr. Bruce Postlethwait (bpost58@frontier.com):

Sponsor Response to DISCRIMINATION Counts One and Two:

Per the Gallia-Meigs Regional Airport (KGAS) Minimum Standards adopted May 2, 2019 (Refer to **Attachment 2**), it is the intent of the County (Airport Sponsor) to enforce these Minimum Standards in a consistent, uniform, and fair manner to accomplish the County's goals and promote successful commercial business operations at the Airport. Per Section D, particularly paragraphs 17 and 18 of the KGAS Minimum Standards, all operators and/or tenants based at KGAS are required to provide to the County, proof of aircraft insurance and a valid aircraft registration. Additionally, all operators and/or tenants based at KGAS are to follow all applicable FAA, State and local regulations as they relate to the Code of Federal Regulations for aircraft, aircraft operations, airports and airport operations. Under the provisions of Title 49, U.S.C., subtitle VII, as amended, the County is responsible for and authorized to enforce the Minimum Standards, uphold Airport Sponsor Assurances and comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the safe and efficient operation of the Airport.

The County is and has been upholding our Airport Sponsor Assurances. In some existing Leases, Permits, or Agreements with existing operators and/or tenants supersede the Minimum Standards and appear (by Mr. Postlethwait's opinions and alleged observations) to have not complied with the adopted KGAS Minimum Standards. Existing operators and/or tenants are encouraged to comply with the Minimum Standards set forth that are not specifically addressed in the operator's and/or tenant's current (valid) Lease, Permit or Agreement. All existing operators and/or tenants shall become subject to the then-current Minimum Standards immediately following the expiration of their current lease, permit and/or agreement with the County to be an operator and/or tenant at the Airport. Early termination, and/or any modification to an existing Lease, Permit, or Application through amendment, addendum, extension, renewal, or other means, or through the provision of new services covered by the Minimum Standards may be considered at the discretion of the County and the County legal department.

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Mr. Postlethwait DISCRIMINATION Count Two is unfounded and we are not sure to what he is referring or inferring to. The County feels the rates and charges for any new and existing leases, permits and/or agreements within County control at this point, are fair and reasonable. **Attachments 3a, 3b, 3c** contains previous correspondences with the FAA regarding rates and charges for facilities ag KGAS. As stated in the previous paragraph, as existing leases, permits and/or agreements expire, new leases, permits and/or agreements will be required to follow and comply with the adopted Minimum Standards for the Airport.

The alleged storage of vehicles and items other than airworthy aircraft and, unequal charging of rent alleged by Mr. Postlethwait, may be a result of the existing lease, permits and/or agreements in place prior to the adoption of the Minimum Standards.

As stated in 2019, the County endeavors to end and preclude the non-compliant lease, permits and/or agreements. As lease, permits and/or agreement come to maturation and/or renewal any renewal will be subject to the adopted Minimum Standards, Airport Sponsor Assurances and to comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the safe and efficient operation of the Airport.

Mr. Postlethwait is an example of existing lease expiration/termination and renewal subject to the adopted Minimum Standards, new lease rates and charges, Airport Sponsor Assurances and to comply with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the safe and efficient operation of the Airport. **Reference the.** Mr. Postlethwait, chose not renew his lease at KGAS, and vacated his hanger as of May 15, 2021. It also appears he sold his aircraft (Registration N2404L) and the aircraft is no longer based at KGAS. Had Mr. Postlethwait chose to renew his hangar lease, he would have been subject to the adopted Minimum Standards, new Rates and Charges (yellow highlighted rates on the Hanger List).

Sponsor Response to UNSAFE STORAGE Count Three:

Mr. Postlethwait alleges, "...large crowds of car enthusiasts..." gathering at the Airport "...blocking access to hangars...", impeding "...the safe transit of aircraft on the tarmac...", the implied illegal use and storage of "...fuel and other flammable items stored in hangars...", etc., yet he does not site any specific dates or identify any specific hangars or individuals partaking in these alleged activities. The County is not aware of any large crowd gatherings at the Airport, blocking of access to hangars, impeding of tarmac and taxiways (Aircraft Movement Areas) and illegal storage and use [implied] of flammable items at the Airport. Nor, is the County aware of any attempt Mr. Postlethwait has made to contact the County to make us aware of these activities and actions. Had we been made directly aware of these actions, we would have made the appropriate provisions and followed up on these allegations promptly. And, per our Airport Sponsor Assurances, enforced compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the safe and efficient operation of the Airport.

Sponsor Response to AIRPORT SECURITY AND SAFETY Count Four:

Mr. Postlethwait alleges there is no security at the airport except unmonitored video cameras. As you know, KGAS is a small General Aviation airport and not subject to the same airport surveillance and security requirements as at other larger and commercial service airports. Per our Airport Sponsor Assurances, compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines and requirements as they relate to the safe and efficient operation of the Airport, to the best of our current abilities, installed signage and fencing to deter, limit and prohibit unauthorized access to the Airport Operations Areas and facilities by the general, non-flying, non-authorized public.

The County has installed No Trespassing and Authorized Personnel Only Beyond This Point signage at various conspicuous areas surrounding the Airport. The County also has installed security cameras at inconspicuous areas within the terminal building and terminal area to capture and record unlawful and activities that may compromise the safety and security of the Airport and the flying and general public. The images and data captured by the security cameras is stored, archived and the property of the County. Data and images (video) are recorded and remotely accessible by authorized County officials 24 hours per day, 7 days per week, 365 days per year. All data captured by the security cameras is overwritten approximately every 60 days, unless there is an incident that merits archiving by the County.

Our terminal building is a public facility, open to the general public during normal business hours and accessible only by authorized airport personnel during after-hours. The County was not aware of Mr. Postlethwait's allegations of an unauthorized birthday party being held in the Airport Terminal Building or unauthorized access into the Airport Terminal Building. Had the County been notified of such intentions, the County would have required the adopted Minimum Standards protocol and County and FAA rules and regulations for general public use of a public facility and general aviation airport terminal building.

The County was not aware of nor made aware that an incident and injury occurred on Airport property. If Mr. Postlethwait could provide a date the incident occurred, that would be appreciated. We would like to look into the incident and follow up on it.

Sponsor Response to MINIMUM OPERATING STANDARDS Count Five:

Mr. Postlethwait alleges there is towing company storing County Law Enforcement Impound vehicles and other types of towed vehicle in Hangars at KGAS. The County is not aware of any such actions Mr. Postlethwait is alleging. The County is using and storing vehicles and equipment in their buildings (not hangars) in accordance with the Airport Minimum Standards and the Lease Agreement(s) established within the leasehold area(s). Refer to **Attachments 3a, 3b, and 3c** for correspondence and lease information for the County Sheriff leasehold area.

Hopefully we have adequately answered these, in our opinion, false allegations. Please feel free to contact us anytime should you have any questions or need additional information in order to put this informal complaint to conclusion.

Sincerely,

Gallia County Board of Commissioners

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

EMPLOYEES - COMP TIME

President Harold G. Montgomery entertained a motion to approve paying out Comp Time to the following employees for hours they have not been able to use in 2021 without creating a hardship for their department.

- D&K Mary Ball 40.375 hrs
- D&K Alonna Grimm 113. hrs.
- Sewer Tommy Dillon 57.250 hrs.

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

SHERIFF & GJMV SOLID WASTE DISTRICT - AGREEMENT

Sheriff administrator Heather Casto submitted the following agreement for approval:

Agreement Between the Sheriff of Gallia County and The Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District

THIS AGREEMENT is made and entered into as of the 1st day of January, 2022 by and between the Sheriff of Gallia County, Ohio and the Gallia, Jackson, Meigs and Vinton Joint Solid Waste Management District (the District), acting by and through it's Board of Directors, under the circumstances summarized in the following recitals:

- A. The District is a joint solid waste management district established by the Counties of Gallia, Jackson, Meigs and Vinton Counties in accordance with Section 343.01 of the Ohio Revised Code for the purposes stated within said section;
- B. The approved Solid Waste Management Plan of the District provides for the funding of Sheriff's Departments in the District to conduct enforcement activities in conjunction with Health Departments and District personnel;
- C. The District Board of Directors has allocated funds in the 2022 District budget for this purpose and wishes to distribute those funds to the Sheriff's Departments in the District;

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

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NOW THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Board of Directors and the Sheriff of Gallia County agree as follows:

Section 1. Sheriff Department Services

a. The Sheriff of Gallia County will provide a Deputy Sheriff that is certified as a peace officer by the Ohio Peace Officers Training Council to investigate each illegal dumping or litter complaint filed with said Gallia County Sheriff's Department. Said Deputy Sheriff shall work a minimum of 8 (**eight**) hours per week performing enforcement activity directly related to illegal dumping or littering for a period commencing January 1, 2022 and ending December 31, 2022.

b. The Sheriff of Gallia County shall furnish monthly electronic activity reports to the District on a form prescribed and furnished by the District. Said Sheriff will also make available to the District copies of case data and field reports relating to illegal dumping or litter complaints, at the request of the District. The Activity Reports are due to the District by the 10th day of the month following the previous month's activities.

Section 2. Disbursements to the Gallia County Sheriff

a. The District agrees to disburse to the Gallia County Sheriff a total of **\$10,000.00 (ten thousand dollars)** in February of 2022 for the activities outlined in section 1 of this agreement.

b. The Sheriff of Gallia County agrees that monies will only be expended for the enforcement of environmental laws of the State of Ohio and that any monies expended for any other purpose shall be repaid to the District. The Sheriff further agrees to maintain detailed records of the monies disbursed under this Agreement and make said records available to the District upon request.

Section 3. Compliance with Federal and State Law

a. The Sheriff agrees to comply with all applicable federal, State and local laws in the performance of any activities contemplated by this Agreement. The Sheriff is an independent contractor with the District under this Agreement, and neither the Sheriff or his employees or agents are employees of the District. The Sheriff accepts full responsibility for payment of all unemployment compensation, workers compensation premiums, income tax deductions, and any other taxes or payroll deductions required for the employee engaged to perform the activities contemplated by this Agreement.

Section 4. Indemnification

a. The Sheriff agrees to the extent permitted by law, to protect, defend, indemnify and hold harmless the Board of Directors, the policy committee and any committee or subcommittee thereof, the District, and all officers, employees and agents of the foregoing, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of, or in connection with, any acts or omissions of the Sheriff, his employees and agents, negligent or otherwise.

Section 5. Termination.

a. Either the District Board of Directors or the Sheriff may terminate this Agreement without cause upon notice, in writing to the other party not fewer than 30 days prior to the effective date of termination, which shall be specified in the notice. Upon receipt by the Sheriff or the giving by the Sheriff of any such notice of termination, the Sheriff shall not incur any additional obligations. The District agrees to disburse additional monies to the Sheriff in accordance with **Section 2** of this Agreement to the extent necessary to reimburse the Sheriff for costs paid or obligations properly incurred by the Sheriff for the performance of its obligations under this Agreement prior to its receipt or giving of notice of termination. Any monies disbursed to the Sheriff under this Agreement that have not been expended or encumbered for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination, shall be repaid to the District on the effective date of termination, and the Sheriff shall submit a completed statement to the District stating the balance of the funds disbursed to him by the District as of the effective date of termination and the amount expended, or encumbered but not yet expended, for the payment of obligations incurred by the Sheriff prior to his receipt or giving of notice of termination. In the event that monies encumbered for obligations incurred by the Sheriff remain on deposit on the effective date of termination or additional monies are to be disbursed to the Sheriff in accordance with this Agreement for obligations incurred by the Sheriff for the performance of the duties under this Agreement prior to his receipt or giving of notice of termination, the various provisions of this Agreement other than the obligation of the District to disburse monies to the Sheriff set forth in **Section 2**, shall survive the termination of this Agreement.

Section 6. Notices.

a. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Sheriff:	Gallia County Sheriff Courthouse Gallipolis, Ohio 45631
If to the District:	GJMV Solid Waste Management District 1056 South New Hampshire Ave. Wellston, Ohio 45692

The Sheriff or the District may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

Section 7. Integration and Binding Effect.

a. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement shall inure to the benefit of, and shall be binding upon the Sheriff and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party, which consent shall not be unreasonably withheld.

Section 8. Amendments, Changes & Modifications.

a. This Agreement may not be effectively amended, changed, or modified except by an instrument executed in the same manner as this Agreement approved by each party hereto.

Section 9. Counterparts.

a. This agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 10. Severability.

a. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof, which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, entered into or taken in the manner and to the full extent permitted by law.

Section 11. Construction.

a. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued there under, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 12. Captions & Headings.

a. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

Section 13. Laws of State Govern.

a. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all

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purposes shall be governed by and construed in accordance with the laws of said State.

IN WITNESS WHEREOF, the Sheriff of Gallia County and the Gallia, Jackson, Meigs & Vinton Joint Solid Waste Management District, acting by and through it's Board of Directors, have caused this Agreement to be executed and to be effective as of the date set forth above.

Sheriff of
Gallia County
s/ Matthew D. Changlin, Sheriff
Date: December 17, 2021

Gallia, Jackson, Meigs & Vinton
Joint Solid Waste Management District
s/ Cindy Sattoma, Director
Date: December 17, 2021

Commissioners of
Gallia County
s/ Harold G. Montgomery, President
s/ M. Eugene Greene, Vice President
s/ Q. Jay Stapleton, Commissioner
Date: December 23, 2021

Approved as to form
s/ Randy Dupree, Assistant Prosecuting Atty.
Date: December 21, 2021

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

CDBG/HOME/OHTF 2018 CHIP GRANT FINAL PERFORMANCE REPORT

GMCAA Grants Administrator Karen Sprague presented the Commission with the Final Performance Report for the period September 1, 2018 thru December 31, 2021 for the County's FY 2018 CDBG/HOME/OHTF CHIP Grant (B-C-18-1AY-1; B-C-18-1AY-2 & S-C-18-1AY-1) which must be submitted to the Ohio Department of Development. The following grant funds were expended:

- CDBG Grant – total grant award \$192,800 - \$169,789.39 spent = \$23,010.61 balance returned to state
 - Private Owner Rehabilitation: \$20,000 returned to state
 - Home Repair: \$3,010.61 returned to state
- HOME Grant – total grant award \$507,200 - \$503,570.91 spent = \$3,629.09 balance returned to state
 - Private Owner Rehabilitation: \$3,628.88 returned to state
 - Down Payment Assistance/Private Owner Rehabilitation: \$0.21 returned to state
- OHTF Grant – total grant award \$100,000 - \$95,750 spent = \$4,250 balance returned to state
 - Home Repair: \$4,250 returned to state

Leveraged (Local Matching) Funds totaling \$111,499.73 spent towards project completion:

- Fair Housing: \$2,000 from the County's prior year CDBG Community Development Grants
- Administration: \$19,774.73 from the Gallia County General Fund – salary & benefits for grant administrator
- Down Payment Assistance/Private Owner Rehabilitation: \$1,220 from Meigs County Housing Program Income Funds
- New Construction – Habitat for Humanity: \$88,230
- Home Repair: \$275 from Meigs County Housing Program Income Funds

Grant Project Outcomes: a total of 36 projects were completed:

- Down Payment Assistance/Private Owner Rehabilitation: grant agreement required 3 projects completed & 3 were completed totaling \$125,009.79 in grant funds
- New Construction: grant agreement required 1 project completed & 1 was completed totaling \$22,000 in grant funds
- Private Owner Rehabilitation: grant agreement required 7 projects completed & 10 were completed totaling \$315,561.12 in grant funds
- Home Repair: grant agreement required 18 projects completed & 22 were completed totaling \$232,739.39 in grant funds

Beneficiary Summary: a total of 78 low income persons were assisted:

- Down Payment Assistance/Private Owner Rehabilitation: 11 low income persons were assisted
- New Construction: 5 low income persons were assisted
- Private Owner Rehabilitation: 20 low income persons were assisted
- Home Repair: 42 low income persons were assisted

Project & grant funds breakdown per County:

- Gallia County: 17; \$316,625.36
- Meigs County: 19; \$378,684.94

Ms. Sprague noted the HOME grant agreement required that all HOME funds be expended, therefore the County will be in non-compliance with that requirement when this grant is monitored by ODOD.

Harold Montgomery entertained a motion that the Final Performance 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.

RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2022.

Commissioner M. Eugene Greene moved the adoption of the following resolution:

WHEREAS, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

WHEREAS, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

WHEREAS, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

NOW THEREFORE BE IT RESOLVED that Harold G. Montgomery is designated as the Official Voting Representative of Gallia County.

BE IT FURTHER RESOLVED that M. Eugene Greene is designated as the Alternate Voting Representative of Gallia County.

The motion was seconded by Commissioner Q. Jay Stapleton

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Roll Call Vote:

Commissioner Harold G. Montgomery yea
 Commissioner M. Eugene Greene yea
 Commissioner Q. Jay Stapleton yea

PASSED AND ADOPTED by the Board of County Commissioners of Gallia County at Gallipolis City, on the 6th Day of January, 2022.

STATE OF OHIO

COUNTY OF GALLIA

/ Harold G. Montgomery, President

/ M. Eugene Greene, Vice President

/ Q. Jay Stapleton, Commissioner

I, Anette L. Brown, Clerk of the Board of County of Gallia County, Ohio, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at the regularly scheduled and conducted meeting held on the stated date, which resolution is on file and of record in the office of said board.

/ Anette L. Brown, Clerk

EXECUTIVE SESSION – DJFS - PERSONNEL

At 10:23 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.

EMPLOYEE – DJFS

Dana Glassburn, GCDJFS director, recommended the following new hire with an effective hire date to be determined by the Director upon successful completion of preliminary employment screening processes and in accordance with ORC 5101:2-33-55 (B) (1). As a condition of employment, authorizing unpaid leave for the week of May 23, 2022 for an existing pre-paid vacation.

Ashleigh McGuire Eligibility Referral Case Manager 2, Classification number 17223 Position control # 21006.0

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

DJFS – PURCHASE OF SERVICES SUBGRANT AMENDMENT

DJFS Director Dana Glassburn presented the commissioners the following Purchase of Services Subgrant G-SFTY20-0005 Amendment #5:

GALLIA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 PURCHASE OF SERVICES SUBGRANT
 G-SFTY20-0005
 AMENDMENT NO. 2

This amendment will amend the contract between the Gallia County Department of Job and Family Services (CDJFS), (Grantor) and Gallia-Meigs Community Action (GMCAA), (Sub-Grantee) for the purchase of service of WIOA CCMEP Youth Elements, CFDA #17.259 (original award date 7/1/18, FAIN #AA321861855A39): Adult Mentoring, Leadership Development and Career Counseling.

I. Extension of Current Subgrant Agreement:

This amendment will extend the current subgrant agreement dated September 1, 2019 - June 30, 2020; until June 30, 2022 based upon the Renewal Clause in the RFP that was released on May 16, 2019. The amount of contract remains at the original budget of \$22,370.00 to be separated as follows per Youth Element; Adult Mentoring (\$11,188.00); Leadership Development (\$5,591.00) and Career Counseling (\$5,591.00).

/ Dana L. Glassburn, Director January 6, 2022

/ Lara Rawson, Executive Director January 3, 2022

Gallia County Commissioners:

/ Harold G. Montgomery, President January 6, 2022

/ M. Eugene Greene, Vice President January 6, 2022

/ Q. Jay Stapleton, Commissioner January 6, 2022

Gallia County Prosecutor

/ Randy Dupree, Assistant Prosecuting Attorney December 21, 2021

The President entertained the motion to sign the subgrant agreement amendment as recommended. Q. Jay Stapleton made and M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea

RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO REPAIR, CONSTRUCTION, RECONSTRUCTION AND MAINTENANCE OF ROADS, BRIDGES AND CULVERTS BY FORCE ACCOUNT PURSUANT TO THE OHIO REVISED CODE

Anette L. Brown, Clerk to Board of Commissioners presented on behalf of Assistant County Engineer, Kyle Mooney the following resolution for approval:

JANUARY 6, 2022

WHEREAS, it being determined by the Gallia County Board of County Commissioners that the health, welfare and safety of the people of the Gallia County area can best and most efficiently be served by force account, as outlined in Section 5543.19 of the Ohio Revised Code, in the matter pertaining to the maintenance, repair, construction and reconstruction of Gallia County roads, bridges, and culverts, in Gallia County during the year 2021; and

THEREFORE, BE IT RESOLVED, that Mr. Brett A. Boothe, Gallia County Engineer, is hereby authorized to employ labor and proceed by force account in the maintenance, repair, construction and reconstruction of roads, bridges, and culverts in Gallia County during the Year 2022 as the Gallia County Engineer may determine necessary.

Commissioner Q. Jay Stapleton moved and Commissioner M. Eugene Greene seconded the motion. Roll calls: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Adopted this 6th day of January, 2022

GALLIA COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION COUNTY ENGINEER PERMITTING

Anette L. Brown, Clerk to Board of Commissioners presented on behalf of Assistant County Engineer, Kyle Mooney the following resolution for approval:

WHEREAS, the Ohio Revised Code Sections 153.64, 4931 and 4933, provides to the Board of County Commissioners, the authority to control the installation and placement of any public utilities within the dedicated public right-of-ways of all County maintained highways; and,

WHEREAS, the Ohio Revised Code Sections 5589 and 5543 provides to the Board of County Commissioners, the authority to control any digging and excavating on or along a County maintained highway and for the placement of a private driveway approach to a County maintained highway; and,

WHEREAS, the Ohio Revised Code Section 4513.34 provides to the Board of County Commissioners, the authority to permit oversize and overweight vehicles using County maintained highways; and,

WHEREAS, Ohio Revised Code Sections 5547.03 and 5547.04 authorize the Board of Commissioners to approve requests by private parties to construct improvements or place utilities within the bounds of a county highway.

THEREFORE, be it resolved for FY 2022 that the Board of County Commissioners does hereby authorize the Gallia County Engineer to develop and administer a permitting process for the above described activities for private and public entities other than the County itself to construct improvements and emplace utilities within the right-of-ways of the County road system and to permit oversize and overweight vehicles within County road right-of-ways per the requirements in effect at the time of the Ohio Revised Code and to keep said permits with the permanent road records of Gallia County; and,

THEREFORE, be it resolved that the Gallia County Commissioners reserve unto themselves the right and authority over permitting for Gallia County owned projects pursuant to applicable sections of the Ohio Revised Code, including Sections 153.64, 4931, 4933, 5589, 5543, 4513.34, 5547.03 and 5547.04.

BE IT FURTHER RESOLVED that the Gallia County Engineer reserves the right to recuse and then defer any permit application deemed a conflict of interest by the Gallia County Engineer Brett Boothe, to the Gallia County Board of Commissioners for their review as approved or denied.

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

Adopted this 6th day of January, 2022

GALLIA COUNTY BOARD OF COMMISSIONERS

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

2022 BOARD DESIGNATIONS & APPOINTMENTS

The following boards will be represented by the Commission as designated below: Q. Jay Stapleton made and M. Eugene Greene seconded the following designations: Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.

Board	2022 Member
Ariel Board of Directors	M. Eugene Greene
Board of Revisions	Q. Jay Stapleton
Broadband Committee	Harold G. Montgomery
Canine Management Committee (BOC Vice President)	M. Eugene Greene
Community Action Agency	All Alternate: Melissa Clark Alternate: Anette Brown Alternate: Kim Elliott
Community Improvement Corporation (CIC)	Harold G. Montgomery
Data Processing (BOC President)	Harold G. Montgomery
SR 35 Corridor	Harold G. Montgomery
Exotic Animals	Q. Jay Stapleton
Family & Children First Council "FCFC"	Q. Jay Stapleton

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

JANUARY 6, 2022

Family Svcs Planning Committee (BOC President & FCFC)	Harold G. Montgomery & Q. Jay Stapleton
Gallipolis in Bloom	M. Eugene Greene
GJMV Solid Waste Management District	All
Health Dept. – Advisory Council (BOC President)	Harold G. Montgomery
Infrastructure Committee	M. Eugene Greene
Keep Gallia Beautiful	Harold G. Montgomery
Local Emergency Planning Committee	M. Eugene Greene
Local Corrections Planning Board	Q. Jay Stapleton
Ohio Public Works Commission Integrating Committee	Harold G. Montgomery
Our House Museum	M. Eugene Greene
Ohio Valley Resource Conservation & Development	M. Eugene Greene
OVRDC Full & Executive	Harold G. Montgomery
Planning Commission	M. Eugene Greene
Records Commission	Harold G. Montgomery
Renewable Energy Committee (2)	Harold G. Montgomery & Q. Jay Stapleton
Security Committee	Q. Jay Stapleton
Sewer Committee (Health Dept.)	M. Eugene Greene
SOACDF Tobacco Board	Harold G. Montgomery
Solid Waste Mgmt. District	All
Tax Incentive Review Council (TIRC)	All
Threat Risk Assessment	M. Eugene Greene
TID	Harold G. Montgomery

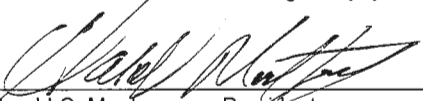
EXECUTIVE SESSION - PERSONNEL

At 11:57 a.m. the president entertained a motion to enter into executive session 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 12:11 p.m.; no action taken.

* 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.

ADJOURN

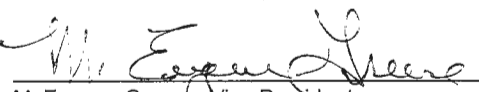
The President entertained a motion to adjourn at 4:00 pm. Q. Jay Stapleton moved and M. Eugene Greene seconded the motion. Roll call: Mr. Montgomery, yea; Mr. Greene, yea; Mr. Stapleton, yea.



 Harold G. Montgomery, President



 Anette L. Brown, Clerk



 M. Eugene Greene, Vice-President



 Q. Jay Stapleton, Commissioner