

Regular MeetingMinutesFayette County CommissionersWashington C. H., OhioJanuary 31, 2022

The regular meeting of the Board of Fayette County Commissioners was held with the following members present.  
Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye.

Minutes of the previous meeting were read and approved as read.

The following bills having been filed according to law were presented for payment, certification of sufficient funds for payment thereof being endorsed thereon by the County Auditor, it was moved by Mr. Garland and seconded by Mr. Dean that the bills be paid. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**BILLS**

129634	Thomas Arrington	Public Defender - Kingsland	General	295.00
129635	Burgess & Niple	Contract Projects - Bridges	MVGT	1,080.00
129636	City of Washington	Payment - City of Washington	Municipal Pub. Defender	280.00
129637	Carr Supply	Contract Repairs - Crthse & Jail	General	95.27
129638	City of Washington	Contract Services - Crthse & Jail	General	202.00
129639	Community Improvement Corp.	Other Expenses - Mega Site	General	125,000.00
129640	Fastenal Company	Other Expenses - Road	MVGT	27.90
129641	Fayette Veterinary Hospital	Supplies - Sheriff	General	283.34
129642	Fayette County Treasurer	Other Expenses	County Farm	15,393.00
129643	Fayette County Treasurer	Other Expenses - Comm.	General	2,670.29
129644	Fayette County Treasurer	Other Expenses	County Farm	1,402.48
129645	AT&T	Equipment - Office	MVGT	813.20
129646	Loretta Stuckey	Contract Services - Crthse & Jail	General	1,050.00
129647	Sun Rise Ohio Valley	Materials	San. Rev. Waste	90.70
129648	Watson's Office Supply	Supplies	R E Assessment	1,803.75
129649	Watson's Office Supply	Supplies	San. Rev. Waste	223.95
129650	Watson's Office Supply	Supplies - Recorder	General	248.00
129651	Great America Financial Svcs.	Copier Equipment - Comm.	General	114.00
129652	Great America Financial Svcs.	Utilities - Jail Operating	General	318.00
129653	Great America Financial Svcs.	Equipment	FCLLRB	122.00
129654	Christine Wall, D.D.S.	Medical Expenses - Jail Operating	General	393.00
129655	Xerox Corporation	Copier Equipment - Comm.	General	107.90
129656	Office Depot	Supplies - Office	MVGT	105.22
129657	Melissa Havens	Other Expenses	EMA/HLS	299.99
129658	OVRDC	Other Expenses - Comm.	General	5,420.00
129659	MASI Laboratories	Contract Services	San. Rev. Sewer	140.95
129660	Leo Meyers, Inc.	Equipment - Jail Operating	General	154.81
129661	Steve Luebbe	Other Expenses - Office	MVGT	240.00
129662	Bricker and Eckler	Legal Services - Comm.	General	4,375.00
129663	Donald Carter	Other Expenses - Road	MVGT	30.00
129664	Matt Moore	Other Expenses - Road	MVGT	114.99
129665	Commercial Cleaning Solutions	See Below	See Below	1,803.00
		Other Expenses - Jail Operating	General	525.00
		Contract Services - Crthse & Jail	General	1,278.00
129666	International Code Council, Inc.	Other Expenses - Bldg. Dept.	General	145.00
129667	Merchants National Bank	Other Expenses - Comm.	General	161.30
129668	Jones Truck & Spring Repair	Equipment - Road	MVGT	1,949.10
129669	CT Electric	Maintenance - Jail Operating	General	260.00
129670	Kristina Oesterle	Public Defender - Shelpman	General	430.00
129671	Galls, LLC	Equipment - Sheriff	General	144.95
129672	Tony Anderson	Travel - Comm.	General	40.50
129673	Lacal Equipment, Inc.	Equipment - Airport	General	777.22
129674	Apple Farm Service, Inc.	Equipment - Road	MVGT	103.61
129675	Miami Products & Chemical	Materials	Water Dist. Rev.	151.60
129676	Borden Dairy	Supplies - Jail Operating	General	571.07
129677	AES Ohio	Contract Services	San. Rev. Waste	50.63
129678	AES Ohio	Contract Services	San. Rev. Sewer	725.31
129679	AES Ohio	Contract Services - Crthse & Jail	General	4,318.39
129680	AES Ohio	See Below	See Below	1,297.58
		Contract Services - Airport	General	594.47
		Contract Services - Crthse & Jail	General	424.55
		Contract Services	County Farm	278.56
129681	Company Wrench	Contract Repairs	San. Rev. Waste	50,207.58
129682	Kathryn Hapner	Pub. Defender - Arledge/Kesler	General	315.00
129683	Adena Fayette Medical Center	Medical Expenses - Jail Operating	General	1,072.76
129684	RD Holder	Materials - Road	MVGT	10,394.98

Regular MeetingMinutesFayette County CommissionersWashington C. H., OhioJanuary 31, 2022

129685	Charter Communications	Communications	EMA/HLS	119.99
129686	CPI Guardian	Equipment	American Rescue Plan	10,420.00
129687	Southern Computer Warehouse	Equipment - Info. Tech.	General	1,429.82
129688	Southern Computer Warehouse	Other Expenses - Info. Tech.	General	41.77
129689	White Oak Environmental	Materials	San. Rev. Waste	5,286.62
129690	Accurate	Other Expense	American Rescue Plan	12,500.00
129691	Kofile, Inc.	Contract Services - Recorder	General	1,647.55
129692	Kofile, Inc.	Contract Services - Recorder	General	2,720.30
129693	Aircraft Spruce & Specialty Co.	Contract Repairs - Airport	General	1,008.51
129694	Gordon Food Service	Supplies - Jail Operating	General	1,837.67
129695	John Deere Financial	Equipment - Road	MVGT	147.03
129696	Verizon	Other Expenses - Bldg. Dept.	General	115.89
129697	Coast to Coast Solutions	Supplies	LEPC	194.91
129698	Home Depot	Other Expenses	MVGT	816.11
129699	AT&T Long Distance	Other Expenses - Office	MVGT	10.84
129700	AT&T Long Distance	Other Expenses	D & K	1.50
129701	AT&T Long Distance	Contract Services	San. Rev. Sewer	0.09
129702	AT&T Long Distance	Contract Services	San. Rev. Waste	0.90
129703	AT&T Long Distance	Communications	EMA/HLS	3.77
129704	AT&T	Contract Services - Crthse & Jail	General	308.99
129705	Staples	Supplies - Bldg. Dept.	General	43.25
129706	Deer Creek Pheasants	Fee	SWCD	150.00
129707	Warren County SWCD	Travel	SWCD	15.00
129708	US Bank	See Below	See Below	183.98
		Supplies	SWCD	48.99
		Fee	SWCD	115.00
		Education/Scholarship	SWCD	19.99

**ADVANCE**

It was moved by Mr. Garland and seconded by Mr. Dean that the following advance be made: from 1435, 24270030, Airport Phase 1 Parallel Taxiway, to 1001, 30010010, General Fund Transfer, Advance In, \$159,649.90. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**ADDITIONAL APPROPRIATIONS**

It was moved by Mr. Garland and seconded by Mr. Dean that the following additional appropriations be made: to 1001, 21810024, Buildings/Grounds Capital Improvement, Construction, \$96,514.00; to 1001, 21810023, Buildings/Grounds Capital Improvement, Land, \$244,362.24. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**BIDS TO BE RECEIVED – FAYETTE COUNTY BRIDGE MATERIALS**

It was moved by Mr. Dean and seconded by Mr. Garland that Steve Luebbe, County Engineer, be authorized to advertise to receive bids on February 28, 2022 at 10:00 A.M. in the Commissioners' office for the Fayette County Bridge Materials. Engineer's estimate: \$60,000.00. Advertising date: February 4, 2022. The Commissioners reserve the right to reject any and all bids. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**BIDS TO BE RECEIVED – FAYETTE COUNTY RAISED PAVEMENT MARKING**

It was moved by Mr. Garland and seconded by Mr. Dean that Steve Luebbe, County Engineer, be authorized to advertise to receive bids on April 25, 2022 at 11:00 A.M. in the Commissioners' office for the Fayette County Raised Pavement Marking. Engineer's estimate: \$78,833.00. Advertising date: April 1, 2022. The Commissioners reserve the right to reject any and all bids. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**AGREEMENT RENEWAL – COURTVIEW JUSTICE SOLUTIONS, dba EQUIVANT, SOFTWARE MAINTENANCE SERVICE, COMMON PLEAS/PROBATION MANAGEMENT AND JURY MANAGEMENT**

It was moved by Mr. Dean and seconded by Mr. Garland, per the recommendation of Sandy Wilson, Clerk of Courts, to renew the Software Maintenance Service Agreement with CourtView Justice Solutions, dba, equivant, 4825 Higbee Ave. NW, Suite 101, Canton, 44718, for JuryTrac Software, maintenance and support in the amount of \$3,351.00. Period of coverage: March 1, 2022 through February 28, 2023. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**LETTER FROM VILLAGE OF BLOOMINGBURG RE: RELEASE OF PMVL FUNDS**

To: Fayette County Commissioners  
From: Village of Bloomingburg

Regular MeetingMinutesFayette County CommissionersWashington C.H., OhioJanuary 31, 2022

Date: January 26, 2022

The Village of Bloomingburg is requesting the release of the Permissive Motor Vehicle License Tax in the amount of \$4,093.87.

Thank you,  
/s/ Donald Fleak, Mayor**LETTER FROM COUNTY ENGINEER RE: RELEASE OF PMVL FUNDS, VILLAGE OF BLOOMINGBURG**

January 31, 2022

Fayette County Commissioners  
133 S. Main St., Suite 401  
Washington C.H., Ohio 43160RE: PMVL Funds  
Village of Bloomingburg

Gentlemen:

Please authorize the release of \$4,093.87 for the Village of Bloomingburg, from the Permissive Motor Vehicle License funds, per their request. Thank you.

Sincerely,  
/s/ Steven G. Luebbe, P.E., P.S.  
Fayette County Engineer**RESOLUTION AUTHORIZING RELEASE OF PMVL FUNDS, VILLAGE OF BLOOMINGBURG**

It was moved by Mr. Dean and seconded by Mr. Garland to authorize the release of PMVL funds to the Village of Bloomingburg in the amount of \$4,093.87. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**LEASE AGREEMENT - GREAT AMERICA FINANCIAL SERVICES, COPIER FOR THE FAYETTE COUNTY AUDITOR**

It was moved by Mr. Garland and seconded by Mr. Dean to enter into a lease agreement with Great America Financial Services, 625 First Street, SE, Cedar Rapids, IA 52401, for (1) Kyocera TASKalfa 5054ci System copier. Terms of the lease are for 36 months with a monthly payment of \$341.36. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**RESOLUTION AUTHORIZING SALE OF SURPLUS INVENTORY - COMMISSION ON AGING**

It was moved by Mr. Dean and seconded by Mr. Garland, to authorize Cheryl Stockwell, Director, Commission on Aging, to sell surplus inventory through GovDeals, Inc., as it has been taken out of service and no longer used:

2005 Dodge Caravan VIN# 1D4GP45R35B394133

Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**RESOLUTION AMENDING SUB-GRANT AGREEMENT WITH GREATER OHIO WORKFORCE BOARD, INC. AND AREA 7 CHIEF ELECTED OFFICIALS CONSORTIUM**

It was moved by Mr. Dean and seconded by Mr. Garland per the recommendation of Faye Williamson, Director, Fayette County Department of Job and Family Services, to amend the sub-grant agreement entered into July 13, 2020 adding RESEA (Reemployment Services and Eligibility Assessment) as a new program to the current sub-grant agreement. Original and amended sub-grants on file. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

**AGREEMENT - OHIO PUBLIC WORKS COMMISSION PROJECT GRANT AGREEMENT CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM, SHAW WETLAND EXPANSION**

It was moved by Mr. Garland and seconded by Mr. Dean to enter into a Project Grant Agreement with the Ohio Public Works Commission, Clean Ohio Green Space Conservation Program, OPWC Project Control No. COPAD, for grant funds not to exceed Seventy Three Thousand, Five Hundred Sixty-Two Dollars (\$73,562.00) for the sole and express purpose of financing or reimbursing costs of the Project know as Shaw Wetland Expansion. (Original agreement on file). Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

AGREEMENT – CITY OF WASHINGTON COURT HOUSE, CONFINEMENT OF PRISONERS, FAYETTE COUNTY JAIL

It was moved by Mr. Dean and seconded by Mr. Garland to enter into the following Agreement:

**THIS AGREEMENT** is made this January 27, 2022 by and between the **City of Washington Court House**, hereinafter referred to as “**the City**” and **The Board of County Commissioners**, Fayette County, Ohio hereinafter referred to as “**County**”. This Agreement shall be effective from the 1st day of January, 2022 and extending through December 31, 2024. The parties agree and so covenant that Ninety (90) day prior to the end of this Agreement, December 31, 2024, to negotiate a new agreement. Additionally, the parties agree and so covenant that either party may request, within thirty days of the anniversary date, to reconsider the issues of the per diem daily rate, prisoner medical expenses and transportation cost to and from the respective courts.

**WITNESSED:**

The City will send to County, for commitment in the Fayette County Jail, prisoners of the City receiving sentences of commitment to the Fayette County Jail from a Court of jurisdiction, which prisoners the City is required by law to maintain and support during the period of confinement imposed upon such prisoners. Prisoners shall also be accepted for confinement before pre-trial hearings.

1. The **City** shall pay the **County** the sum of \$45.00 per prisoner’s day for prisoners who are incarcerated as a result of violating a City Ordinance. Prisoners who are charged under the Ohio Revised Code are not City Prisoners and are not subject to a per diem rate. If a person is arrested as a result of an out of county warrant, a probation violation and/or bench warrant issued by a Court within the boundaries of Fayette County, then the City is not responsible for paying a per diem fee. Continuing, if the person is arrested as a result of a probation violation and/or bench warrant issued by the municipal Court that stems from a violation of a City Ordinance then the City shall be responsible for the per diem fee.
2. The City will pay one half (1/2) of the total yearly maintenance contract for the Livescan machine. Said amount to be billed and paid monthly in addition to the normal city prisoner bill.
3. A prisoner day, as used herein, shall be any twenty-four (24) hour period commencing at 12 midnight and extending to the following midnight or any portion greater than four (4) hours.
4. County will accept both sentenced and un-sentenced prisoners but will not accept anyone on a minor misdemeanor charge.
5. Payments shall be made by the City to the County as follows:
  - a. Payments shall be made each calendar month after receipt. Further, payments shall be made within thirty (30) days unless questions arise as to correctness of the statement.
  - b. The City shall pay all costs and be responsible for transporting its prisoners to and from the Fayette County Jail for Court hearings, medical appointments and any other circumstances that may arise.
6. The City shall indemnify and save harmless, the County from any costs or expenses of emergency medical and dental treatment or services for a City prisoners. If a City prisoner sees a medical professional at the jail, the County shall supply the City with all documentation relating to the illness or injury.
7. County reserves the right to reject and refuse any City prisoners due to overcrowded conditions. If the County rejects a City prisoners, then the County shall pay all transportation and housing costs associated with incarceration of that prisoner in another facility. County will give City 48 hours notice before starting this process of transporting City prisoners to another facility.
8. County shall maintain, support and safely keep City prisoners in the same manner and condition as its own prisoners. The County shall use diligence and care in preventing the escape of any City prisoner. The County shall make diligent efforts within the territorial limits of Fayette County in recovering and returning escaped City prisoners to the Fayette County Jail.
9. County shall maintain and support any City prisoner whose confinement extends beyond the term of this agreement, consistent with conditions of this agreement or any subsequent written agreement between the parties that supersedes this agreement. County reserves the right to cease to receive any City prisoner at the Fayette County Jail at the end of the term of this agreement. The City may request a continuance of the terms of the agreement, not to exceed thirty (30) days pending negotiations of a new agreement. At the end of thirty (30) days if an agreement is not reached, the City will pay an amount to be set by the county and made retroactive to January 1st of the current year.
10. City serves may request workers for community work projects and/or car washing. Prisoners must be signed out, monitored, and signed back into the jail.
11. County will provide all meals to City prisoners. County will provide all indigent City prisoners with required person

Regular MeetingMinutesFayette County CommissionersWashington C. H., OhioJanuary 31, 2022

hygiene items. County will provide all laundry services.

12. This agreement may be terminated by mutual agreement of the parties hereto.

**Medical Fee Schedule**

1. When a City prisoners requests to see jail doctor, a Corrections Officer shall complete a medical request form. The medical request form will be faxed to the city. Subsequently, the County shall immediately notify the City of the diagnosis of the City Prisoner.
  - a. Initial physical evaluation as required by BAD standards are exempt from fees.
2. County has an established medical co-payment fee. City prisoners shall be required to participate.
  - a. When a City prisoner requests to see the County doctor, the County will first try to collect the co-payment fee from the prisoner's commissary account. The amount of the co-payment fee collected will be deducted from the City's monthly bill.
  - b. No prisoner of the Fayette County Jail will be denied medical care due to the inability to pay the prisoner co-payment fee. Medical care will be provided regardless.

**Water and Sewer Charges**

The City agrees that during the term of this Agreement not to charge the County for water and sewer charges for the Robinson Road Jail Complex.

IN TESTIMONY WHEREOF, the parties have set their hands to this Agreement on the dates following their signatures.

/s/ James Garland James Garland, Commissioner	1/31/2022
/s/ Tony Anderson Tony Anderson, Commissioner	1/31/2022
/s/ Daniel C. Dean Daniel C. Dean, Commissioner	1/31/2022
/s/ Joseph J. Denen Joseph J. Denen, City Manager	1/27/2022

Approved as to Form:

/s/ Jess Weade Jess Weade, Prosecuting Attorney	1/31/2022
/s/ Mark J. Pitstick Mark J. Pitstick, City Law Director	1/27/2022

**APPLICATIONS TO ATTEND – DEPT. OF JOB & FAMILY SERVICES**

To the Honorable Board of  
County Commissioners of  
Fayette County, Ohio

Date: January 31, 2022

As provided by Section 325.20 of the Revised Code, application is made for the payment by Fayette County of the expense of:

Chandlee Harris to attend home visits in New Holland and Mt. Sterling, Ohio on February 8, 2022. This expense will not exceed \$31.50.

Faye Williamson and Juli Thacker to attend Conference Committee meeting in Columbus, Ohio on February 9, 2022. This expense will not exceed \$68.00.

Carleigh Fraley to attend home visit in Clarksburg, Ohio on February 10, 2022. This expense will not exceed \$30.00.

Carleigh Fraley to attend home visit in Mt. Sterling, Ohio on February 10, 2022. This expense will not exceed \$30.00.

Carleigh Fraley to attend home visit in Laurelville, Ohio on February 17, 2022. This expense will not exceed \$55.00.

Faye Williamson and Juli Thacker to attend Southwest OJFSDA meeting in Xenia, Ohio on February 17, 2022. This expense will not exceed \$35.00.

Regular Meeting

Minutes

Fayette County Commissioners  
Washington C. H., Ohio  
January 31, 2022

Carleigh Fraley to attend home visit in New Holland, Ohio on February 24, 2022. This expense will not exceed \$10.00.

“EMERGENCIES”

Date: January 31, 2022

Carleigh Fraley to attend home visit in Mt. Sterling, Ohio on January 20, 2022. This expense will not exceed \$36.00.

Aaron Dennis to attend home visits in South Salem and Mt. Sterling, Ohio on January 21, 2022. This expense will not exceed \$31.95.

Carleigh Fraley to attend home visit in Mt. Sterling, Ohio on January 25, 2022. This expense will not exceed \$18.00.

Carleigh Fraley to attend home visit in Clarksburg, Ohio on January 26, 2022. This expense will not exceed \$18.00.

Carleigh Fraley to attend home visit in Sabina, Ohio on January 27, 2022. This expense will not exceed \$10.35.

Chandlee Harris to attend home visits in Springfield and Miamisburg, Ohio on February 1, 2022. This expense will not exceed \$78.50.

Ashlee Ward and Taryn Fraley to attend CAC interview in Chillicothe, Ohio on February 1, 2022. This expense will not exceed \$31.50.

Carleigh Fraley to attend home visit in Marysville, Ohio on February 3, 2022. This expense will not exceed \$55.00.

Beth Potts to attend Director & Liaisons meeting in Columbus, Ohio on February 3, 2022. This expense will not exceed \$60.00.

/s/ Faye Williamson  
DIRECTOR OR DESIGNEE

The expenditure (not to exceed \$598.80 for the purpose requested) is hereby authorized from the PA Fund.

APPROVED: /s/ Tony Anderson  
/s/ Daniel C. Dean  
/s/ James D. Garland  
Board of Fayette County Commissioners

ADJOURNMENT

There being no further business to come before the Board of Fayette County Commissioners at this time, it was moved by Mr. Garland and seconded by Mr. Dean that the meeting be adjourned until their next regularly scheduled meeting. Roll call: Mr. Anderson, aye; Mr. Dean, aye; Mr. Garland, aye. Motion carried.

\_\_\_\_\_  
Tony Anderson

\_\_\_\_\_  
Daniel C. Dean

\_\_\_\_\_  
James D. Garland

Attest \_\_\_\_\_ Adm. Clerk