

The Board of County Commissioners, Brown County, Ohio, met in regular session this December 5, 2012 with the following members present. Mr. Ralph Jennings, President Mr. William R. Geschwind, Vice President Mr. Tony Applegate, Member

#### IN THE MATTER OF PREVIOUS MINUTES

Motion moved by Mr. Geschwind to approve the minutes of the previous regular meeting and dispense with the oral reading. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

#### IN THE MATTER TO APPROVE BILLS

Motion moved by Mr. Applegate to approve the following bills for payment. Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

T21	HOME SEWAGE TREATMENT SYSTEM	\$ 19,544.90
A00	COUNTY	\$ 22,954.79
C23	JUVENILE COURT SPECIAL PROJECTS	\$ 1,905.28
H10	CHILD SUPPORT ENFORCEMENT AGENC	\$ 3,394.27
A25	E-911 ¼% SALES TAX	\$ 2,368.55
P340	SEWER & WATER DISTRICT FUND	\$ 44.01
K01	AUTO & GAS	\$ 58,646.13
A35	LAW LIBRARY RESOURCES FUND	\$ 9,567.08
D11	TREAS/PREPAYMENT INTEREST FUND	\$ 149.91
B10	TREASURER DTAC	\$ 74.96
H01	JOB & FAMILY SERVICES	\$ 4,209.08
S50	CHILDRENS SERVICES	\$ 11,299.99
C90	SPECIAL PROJECTS FUND MUNICIPAL	\$ 200.00
A10	COUNTY CAPITAL IMPROVEMENT FUND	\$ 23,940.07
B10A	PROSECUTOR DTAC	\$ 50.00
C80	PROBATION SERVICES FUND	\$ 268.55
C60	CERTIFICATE OF TITLE ADM FUND	\$ 6,683.99
	<b>TOTAL</b>	<b>\$165,301.56</b>

#### IN THE MATTER TO CANCEL BROWN COUNTY COMMISSIONERS SCHEDULED MEETING

Motion moved by Mr. Geschwind to cancel the Brown County Commissioners scheduled meeting on Monday, December 10<sup>th</sup>, 2012, in order for two Brown County Commissioners to attend the County Commissioners Association of Ohio Winter Conference in Columbus, Ohio. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

#### IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – BROWN COUNTY ENGINEER

Motion moved by Mr. Geschwind to approve the request of Todd Cluxton, Brown County Engineer, for a supplemental appropriation of unappropriated K01 (Auto & Gas) funds in the amount of \$600,000.00 into K-16 (Contract Projects). Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

#### IN THE MATTER OF AGREEMENT FOR SERVICES NICHOLAS RING FOR LEGAL REPRESENTATION IN CHILD SUPPORT CONTEMPT CHARGES

Motion moved by Mr. Geschwind to enter into the following agreement. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

AGREEMENT FOR SERVICES  
BETWEEN INDEPENDENT CONTRACTOR, NICHOLAS RING,  
AND BROWN COUNTY, OHIO

This Agreement is entered into by and between Brown County, Ohio, (hereinafter referred to as County), and C. Nicholas Ring (hereinafter referred to as Contractor), located at 735 E. State Street, Georgetown, Ohio, 45121.

#### **I. SERVICES**

1. The Contractor agrees to provide legal representation for all indigent persons who have child support contempt charges brought against them.
2. County agrees that the Contractor's independent decision shall govern the legal representation provided. The determination of eligibility for representation will conform with the criteria set forth by the State of Ohio Public Defender's Commission. Contractor further agrees to perform any other tasks reasonably necessary to promote quality legal representation of indigent individuals in criminal proceedings.
3. Contractor agrees to complete any and all cases in which representation is commenced under the terms of the agreement. This contract does not prohibit the contractor from withdrawing from cases due to a conflict of interest recognized by the Court or from withdrawing due to a finding of a client's eligibility for appointed legal counsel. the contractor has discretion to determine whether a conflict of interest between himself and a client exists and thus electing not to represent said client.

#### **II. NON-DISCRIMINATION**

1. Pursuant to O.R.C. Section 125.111, the Contractor agrees that the Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, handicap, national origin or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this agreement. The Contractor further agrees that the Contractor, any subcontractor and any person acting on behalf of the Contractor or subcontractor shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin or ancestry.

#### **III. COMPENSATION**

1. In consideration for the services referred to in Section I to be performed by the contractor, the County agrees to pay the Contractor a fee in the amount of \$4000.00. No additional expenses are reimbursable.
2. County will issue each month a check representing one-twelfth (1/12) of the total contract amount.

#### **IV. DURATION**

1. This agreement shall commence on January 1, 2013 and shall terminate on January 1, 2014. This agreement may be terminated by either party upon thirty day written notice. Written notice shall be considered furnished when it is hand delivered or when it is sent by mail.
3. This contract will be renewed unless notice is given at the end of the contract term as described in the paragraph above.

December 5, 2012

**IN THE MATTER OF AGREEMENT FOR SERVICES VAL E LEWIS FOR LEGAL REPRESENTATION IN CHILD SUPPORT CONTEMPT CHARGES**

Motion moved by Mr. Applegate to enter into the following agreement. Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**AGREEMENT FOR SERVICES  
BETWEEN INDEPENDENT CONTRACTOR, VAL LEWIS  
AND BROWN COUNTY, OHIO**

This Agreement is entered into by and between Brown County, Ohio, (hereinafter referred to as County), and Val E. Lewis, II of Kelly & Wallace Co., L.P.A. (hereinafter referred to as Contractor), located at 108 S. High Street, Mt. Orab, Ohio, 45154.

**I. SERVICES**

1. The Contractor agrees to provide legal representation for all indigent persons who have child support contempt charges brought against them.
2. County agrees that the Contractor's independent decision shall govern the legal representation provided. The determination of eligibility for representation will conform with the criteria set forth by the State of Ohio Public Defender's Commission. Contractor further agrees to perform any other tasks reasonably necessary to promote quality legal representation of indigent individuals in criminal proceedings.
3. Contractor agrees to complete any and all cases in which representation is commenced under the terms of the agreement. This contract does not prohibit the contractor from withdrawing from cases due to a conflict of interest recognized by the Court or from withdrawing due to a finding of a client's eligibility for appointed legal counsel. the contractor has discretion to determine whether a conflict of interest between himself and a client exists and thus electing not to represent said client.

**II. NON-DISCRIMINATION**

1. Pursuant to O.R.C. Section 125.111, the Contractor agrees that the Contractor, any subcontractor, and any person acting on behalf of the Contractor or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, handicap, national origin or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this agreement. The Contractor further agrees that the Contractor, any subcontractor and any person acting on behalf of the Contractor or subcontractor shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin or ancestry.

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December 5, 2012

**IN THE MATTER TO AWARD BID – OLD US 68 BRIDGE ABUTMENT – BROWN COUNTY ENGINEER**

Motion moved by Mr. Geschwind to award the Old US 68 Bridge Abutment Project to Cooper's Excavating LLC, 7251 Bethlehem Rd. Winchester, Ohio 45697 upon the recommendation of Todd Cluxton, Brown County Engineer. This was the best and lowest bid received with a bid amount of \$211,600.00. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER TO AWARD BID – TRI COUNTY HIGHWAY BRIDGE REPLACEMENT PROJECT – BROWN COUNTY ENGINEER**

Motion moved by Mr. Applegate to award the Tri County Highway Bridge Replacement Project to Cooper's Excavating LLC, 7251 Bethlehem Rd. Winchester, Ohio 45697 upon the recommendation of Todd Cluxton, Brown County Engineer. This was the best and lowest bid received with a bid amount of \$472,088.25. Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – COUNTY GENERAL FUND**

Motion moved by Mr. Geschwind to approve the request of Doug Green, Brown County Auditor, for a supplemental appropriation of A00 (County General Fund) funds in the amount of \$1,502.46 into the following salary codes. This is to correct a shortage in the Elected Officials 2011 salaries which needs adjusted in 2012. Second: Mr. Applegate.

Elected Official	Code	Amount
Commissioners	1A1	\$ 366.60
Auditor	1B2	\$ 157.72
Treasurer	1C1	\$ 122.44
Prosecutor	1E1	\$ 285.80
Clerk of Courts	2E1	\$ 155.78
Coroner	2F1	\$ 76.72
Municipal Judge	2G1	\$ 172.44
Sheriff	6A1	\$ <u>164.96</u>
<b>Total</b>		<b>\$1,502.46</b>

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – BROWN COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT**

Motion moved by Mr. Geschwind to approve the request of Kelly Cole, Director, Brown County Department of Economic Development, for a supplemental appropriation of unappropriated A31 (Neighborhood Revitalization Grant) fund in the amount of \$13,000.00 into A31-1 (Advance Out). Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF APPROPRIATION CHANGE – BROWN COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT**

Motion moved by Mr. Applegate to approve the request of Kelly Cole, Director, Brown County Department of Economic Development, for the following appropriation change. Decrease T21-5 (Contract Services) in the amount of \$14,000.00 and Increase T21-6 (Advance Out) in the amount of \$14,000.00. Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF APPROPRIATION CHANGE – BROWN COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT**

Motion moved by Mr. Geschwind to approve the request of Kelly Cole, Director, Brown County Department of Economic Development, for the following appropriation change. Decrease A90-C (Contract Repair) in the amount of \$23,537.10 and Increase A90-I (Advance Out) in the amount of \$23,500.00 and A90-F (PERS) in the amount of \$37.10. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF POST CERTIFICATE – COUNTY CAPITAL IMPROVEMENT FUND**

Motion moved by Mr. Geschwind to approve the request of Lisa Spiller, Assistant Clerk, for the following post certificate. Second: Mr. Applegate.

**December 5, 2012**

VENDOR	CODE	AMOUNT
1011 Technology Consulting	10a4	\$20,421.62

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF PERSONNEL – CECELIA POTTS ESQ RETIREMENT - BROWN COUNTY DEPARTMENT OF CHILD SUPPORT ENFORCEMENT AGENCY**

Motion moved by Mr. Geschwind to accept a letter of retirement from Cecelia Potts, Esq., Brown County Child Support Enforcement Agency, effective December 31, 2012. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF TRANSFER REIMBURSEMENT – BROWN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion moved by Mr. Applegate to approve the request of David M. Sharp, Director, Brown County Department of Job & Family Services, for the following transfer of funds to reimburse the Public Assistance Fund. Transfer from S50-7 (Transfer Out) the amount of \$147,256.50 into H01-H9 (non-revenue). Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF CONTRACT – COMMUNITY DEVELOPMENT BLOCK GRANT**

Motion moved by Mr. Geschwind to enter into a contract with DS2 Architects, 107 W. Second St, Maysville, KY 41056 for architectural services and permit fees for the Helping Hands Building Project in the amount of \$4,000.00. This contract will be paid from Community Development Block Grant Funds. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**IN THE MATTER OF CONTRACT – COMMUNITY DEVELOPMENT BLOCK GRANT**

Motion moved by Mr. Applegate to enter into a contract with A-1 Building Company, 899 Mowrystown Sardinia Rd., Sardinia, OH 45171 for the construction of a building (per their proposal) for the Helping Hands Building Project in the amount of \$47,799.00. This contract will be paid from Community Development Block Grant Funds. Second: Mr. Geschwind.

ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

**12/3/12**

Commissioner Ralph Jennings attended the OSU Multi-County Extension Meeting in Adams County.

**12/5/12**

The Commissioners met with Jessica Little, Brown County Prosecutor and Susan Smith, Director, Brown County Child Enforcement Agency, to discuss operation of Brown County Child Enforcement Agency.

The Commissioners met with Jon Greene and Erik Freudenberg, Representatives from Horan, to discuss health insurance.

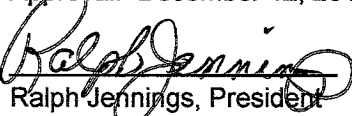
The Commissioners met with Clark Gray, Brown County Clerk of Courts and Joni Dotson, Administrator, Brown County Common Pleas Court, to discuss operations of the Courts.

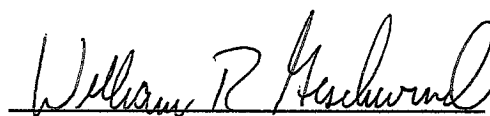
**IN THE MATTER TO ADJOURN**


Motion moved by Mr. Geschwind to adjourn this meeting with no further business before the Board this day December 5, 2012. Second: Mr. Applegate.

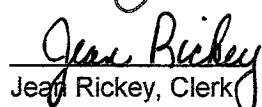
ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

Approval: December 12, 2012

  
Ralph Jennings, President

  
William R. Geschwind, Vice President

  
Tony Applegate, Member

  
Jean Rickey, Clerk

December 5, 2012