

The Board of County Commissioners, Brown County, Ohio, met in regular session this December 26, 2012 with the following members present. Mr. Ralph Jennings, President Mr. William R. Geschwind, Vice President Tony Applegate, Member Barry Woodruff, Commissioner Elect and Daryll Gray, Commissioner Elect, attended the meeting.

IN THE MATTER OF PREVIOUS MINUTES

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

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

IN THE MATTER OF RESIGNATION – BROWN COUNTY AUDITOR

Motion moved by Mr. Geschwind to accept the letter of resignation from Doug Green, from the position of Brown County Auditor effective 11:59 p.m. December 31, 2012. Second: Mr. Applegate.

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

IN THE MATTER OF RESIGNATION – BROWN COUNTY COMMISSIONER

Motion moved by Mr. Geschwind to accept the letter of resignation from Ralph Jennings, from the position of Brown County Commissioner, effective 4:00 p.m. December 31, 2012. Second: Mr. Applegate.

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

IN THE MATTER OF RESOLUTION – BROWN COUNTY AUDITOR

Motion moved by Mr. Geschwind to adopt the following Resolution. Second: Mr. Applegate.

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

RESOLUTION NO. 12262012

APPOINTMENT OF ACTING AUDITOR R.C. §305.02(F)

The Board of County Commissioners of Brown County, Ohio, met on the 26th day of December, 2012, in regular session at the offices of said Board in the Administration Building, Georgetown, Ohio, with the following members present:

Ralph Jennings, President
William R. Geschwind, Vice President
Tony Applegate, Member

The following resolution was presented by Mr. Geschwind, who moved its adoption, and seconded by Mr. Applegate.

WHEREAS the Board has been notified by Brown County Auditor Doug Green he intends to resign his position effective 11:59 p.m. December 31st, 2012;

WHEREAS the Board finds the office of Auditor will be vacant from January 1st, 2012, until the replacement appointed by the Brown County Republican Central Committee pursuant to R.C. 305.02(B) & (C) is qualified and takes office;

WHEREAS pursuant to R.C. 305.02(F), the Board can appoint an acting officer to perform the duties of Auditor until such appointment is made by the Brown County Republican Central Committee;

THEREFORE, BE IT RESOLVED:

Pursuant to R.C. 305.02(F) and effective on 12:01 a.m., January 1st, 2013, the Board hereby appoints Jill A. Hall as acting Auditor until such time as the lawful successor is appointed by the Republican Central Committee or is otherwise elected and qualified.

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IN THE MATTER OF CHIP SATISFACTION OF MORTGAGE – BROWN COUNTY ECONOMIC DEVELOPMENT

Motion moved by Mr. Geschwind upon the recommendation of Kelly, Cole, Director, Economic Development, for a satisfaction of mortgage which has been fully satisfied and that the Recorder is authorized to discharge the same record and assign a new one due to a Change Order. (See complete Satisfaction of Mortgage on file). Second: Mr. Applegate.

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

IN THE MATTER OF 2012 AMENDED CERTIFICATE

Motion moved by Mr. Geschwind to approve the request of Doug Green, Brown County Auditor, to decrease the following appropriation for the final Amended Certificate for the County for 2012. Second: Mr. Applegate.

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

T21-5	Contract Services	\$	61,687.80
T31-5	Contract Services		80,000.00
T85-15	Contract Projects		31,000.00
T88-9	Special Events		76.88
T88-15	Other		200.00
T54-5	Contract Services		54,647.66
T54-7	Travel		2,031.81
T54-11	Occupancy		4,967.00
T90-5	Other		119.05
A10A-2	Contract Projects		24,860.62
A31-7	Administration		8,235.26
A31-11	Other		300.00
A31-15	Supplies		500.00
A31-20	Contract Services		278,267.00
A45-11	Other Expenses		1,363.22
A45-11A	Other Expenses-County		1,517.50
A55-5	Contract Services		11,826.85
A55-7	Expenses		1,200.00
A55-9	PERS		11,579.02
B20-3	Attorney Fees		3,725.00
B20-4	Court Costs		287.90
B20-6	Workers Comp		13.71
C10-6	Other Expenses		873.50
C40-5	Equipment		4,071.10
C80-4	Equipment		500.00
C80-6	Contract Services		2,000.00
C80-7	Travel		2,000.00
C80-8	PERS		2,435.17
K60-3	Supplies		3,000.00
K60-4	Equipment		10,000.00
K60-10	Other Expenses		32,018.75
M50-2	Contract Consultants		1,549.70
M50-8	Travel		800.00
M50-10	Equipment		2,724.43
M50-16	Workers Comp		489.40
M50-17	Other Expenses		800.00
N41-1	Contract Projects		303,125.00
W50-1	Assistance		2,9874.30

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IN THE MATTER OF POST CERTIFICATE – BROWN COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Motion moved by Mr. Applegate to approve the request of David M. Sharp, Director, Brown County Job & Family Services, for the following post certificate. Second: Mr. Geschwind

VENDOR	CODE	AMOUNT
Geo. Tire & Service	H03	\$532.68
Hamersville BPA	H07	\$300.00

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

IN THE MATTER OF AGREEMENT – BROWN COUNTY SOLID WASTE AUTHORITY – BROWN COUNTY COMMISSIONERS

Motion moved by Mr. Geschwind to enter into the following agreement for Professional Services between the Brown County Solid Waste Authority and the Brown County Commissioners. Second: Mr. Applegate.

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

**CONTRACT FOR PROFESSIONAL SERVICES
O.R.C. §307.15**

This Agreement is entered into this 26th day of December 2012, by and between the Board of Commissioners of Brown County, Ohio, (hereinafter referred to as "Commissioners"), 800 Mt. Orab Pike, Georgetown, OH, 45121, and the Brown County Solid Waste Authority, (hereinafter referred to as "BCSWA"), 800 Mt. Orab Pike, Georgetown, OH, 45121.

In consideration of the promises herein below delineated parties do hereby agree as follows:

1. BCSWA retains Commissioners to provide bookkeeping and office administration services as described in Exhibit A, attached hereto and fully incorporated herein, beginning on January 1, 2013, and ending on December 31, 2013.
2. The Commissioners represents that it has sufficient training, expertise, staffing, and experience to professionally provide those services as delineated in Exhibit A.
3. BCSWA shall pay the Commissioners a total sum of Thirty Thousand (\$30,000.00), with one payment to be made by January 31st, of the contract year, January 1st, 2013 till December 31st, 2013.
4. Modifications of this contract must be in writing and executed by the parties prior to such change actually being effected. There will be no reimbursement for work outside the scope of this contract or fees and expenses beyond the stated limit in Exhibit A unless there is an approved written change order.
5. The parties agree to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions during the execution of this contract.
6. The Commissioners shall carry general liability insurance in accordance with the statutory provisions of the Ohio Revised Code.
7. The Commissioners shall provide and maintain such insurance as will protect BCSWA from claims under Worker's Compensation, occupational sickness or disease, disability benefit and other similar mandatory employee benefit acts.
8. The Commissioners shall prepare, provide, and maintain all employment and tax records for any employees, who shall further be considered employees of Brown County, and not BCSWA.
9. This agreement may be terminated by either party for any reason with 30 days notice to the other party. Any payment for services not rendered shall be refunded on a pro-rata basis.
10. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the agreement shall be venued in Brown County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of this agreement in its entirety.

(Continued on next page)

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- 11. The invalidity or unenforceability of any provision of this agreement shall not affect the validity of the remaining terms and conditions.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate with the intent to be legally bound thereby.

IN THE MATTER OF AGREEMENT – BROWN COUNTY SOLID WASTE AUTHORITY – BROWN COUNTY COMMISSIONERS - BROWN COUNTY SOIL & WATER CONSERVATION DISTRICT

Motion moved by Mr. Geschwind to enter into agreement with the Brown County Solid Waste Authority and the Brown County Soil & Water Conservation District to provide environmental education projects. Agreement commencing on January 1, 2013 and ending on December 31, 2013. The amount of agreement is 38,538.00. (See agreement on file). Second: Mr. Applegate.

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

IN THE MATTER OF AGREEMENT – BROWN COUNTY SOLID WASTE AUTHORITY – BROWN COUNTY COMMISSIONERS - OHIO STATE UNIVERSITY EXTENSION BROWN COUNTY

Motion moved by Mr. Applegate to enter into agreement with the Brown County Solid Waste Authority, Brown County Commissioners and the Ohio State University Extension, Brown County, to provide environmental education projects. Agreement commencing on January 1, 2013 and ending on December 31, 2013. The amount of agreement is \$40,000.00. (See agreement on file). Second: Mr. Geschwind.

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

IN THE MATTER OF AGREEMENT – BROWN COUNTY SOLID WASTE AUTHORITY – BROWN COUNTY COMMISSIONERS – BROWN COUNTY ENGINEER

Motion moved by Mr. Geschwind to enter into agreement with the Brown County Solid Waste Authority, Brown County Commissioners and the Brown County Engineer to promote the use of recycled asphalt products while assisting the Brown County townships and village with road construction and repair projects. The amount of agreement is \$65,000.00. (See agreement on file). Second: Mr. Applegate.

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

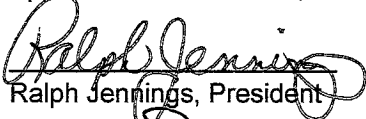
12/26/12
 Commissioner Ralph Jennings and Commissioner Tony Applegate, met with Dan Wickerham, Brown County Solid Waste Authority Board Member, and Steve Purtell, Brown County Assistant Prosecutor, to discuss contracts of the Brown County Solid Waste Authority.
 The Commissioners met with Rob Starrett, President, Brown County Fire Chiefs and Squad Captains Association, to discuss various issues of the county.


IN THE MATTER TO ADJOURN

Motion moved by Mr. Applegate to adjourn this meeting with no further business before the Board this day December 24, 2012. Second: Mr. Geschwind.

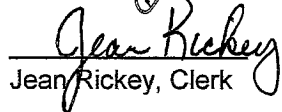
ROLL CALL VOTE: Mr. Jennings, yea Mr. Geschwind, yea Mr. Applegate, yea

Approval: December 31, 2012


 Ralph Jennings, President


 William R. Geschwind, Vice President


 Tony Applegate, Member


 Jean Rickey, Clerk

December 26, 2012