

The Board of County Commissioners, Brown County, Ohio, met in regular session this 6th day of May 2020 with the following members present: Barry L. Woodruff, President Daryll R. Gray, Member Tony Applegate, Member

#### 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. Gray.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

#### IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – BOARD OF COMMISSIONERS

Motion moved by Mr. Gray to approve the request of Miranda Lowe-Hanselman, Assistant Clerk, for a supplemental appropriation of unappropriated funds from CGF 1000 in the amount of \$7,000.00 into 1000-1000-52666 . Said funds will be used for the installation of glass in the Auditor & Treasurer's Office as a safety barrier to prevent the spread of COVID-19. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

#### IN THE MATTER OF AGREEMENT – CORNERSTONE

Motion moved by Mr. Applegate to enter an agreement with Cornerstone Service & Supply, 14000 Hwy 20, Madison, Alabama 35756, for preventive maintenance service of sliding and electric swinging doors at Brown County Jail, 750 Mt. Orab Pike, Georgetown, Ohio 45121. Agreement includes Cornerstone Service & Supply servicing the electric sliding and swinging jail doors during 2 contracted trips in 2019 to maintain the doors, effective May 4, 2020 through May 3, 2021, total cost is \$10,717.00. Second: Mr. Gray.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

#### IN THE MATTER OF AMENDED CERTIFICATE

Motion moved by Mr. Gray to record as a matter of record the following Amended Certificate. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

#### AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

Office of Budget Commission, Brown County, Ohio

#### To the TAXING AUTHORITY OF BROWN COUNTY COMMISSIONERS

The following is the amended certificate of estimated resources for the fiscal year beginning January 1<sup>st</sup>, 2020 as revised by the Budget Commission of said County, which shall govern the total appropriations made at any time during such year.

Fund	Unencumbered Balance 1/1/20	Taxes	Other Sources	Total
General Fund	\$ 3,441,801.62	\$2,950,000.00	\$ 7,314,000.00	\$13,705,801.62
Special Revenue	\$20,536,862.06		\$38,551,895.71	\$59,088,757.77

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

#### IN THE MATTER OF SUPPLEMENTAL APPROPRIATION – BOARD OF ELECTIONS

Motion moved by Mr. Applegate to approve the request of Connie Ayers, BOE, for a supplemental appropriation of unappropriated funds from *Election Chargeback Fund* 2081 in the amount of \$3,600.00 into 2081-1004-52116 *Chargeback Other Expenses*, said funds will be used to pay for voting equipment. Second: Mr. Gray.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

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

Motion moved by Mr. Gray to approve the request of Todd Cluxton, Engineer, for a supplemental appropriation of unappropriated funds from 2521 *Engineer Auto & Gas* in the amount of \$10,000.00 into 2521-4003-52116 *Other Expenses*. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

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## IN THE MATTER OF RESOLUTION - FINAL RESOLUTION REPLACEMENT OF BRIDGE NO. BRO-CR42A-0028

The Board of County Commissioners of Brown County, Ohio, met in regular session on the 6th of May, 2020.  
Mr. Applegate moved the adoption of the following:

(Resolution/Ordinance No. 12102007C)

PID No. 78609

## FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Brown**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **10th day of December, 2007**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of the replacement of Bridge No. BRO-CR42A-0028 (SFN 0833436) located on Skiffsville Road (C.R. 42A) over Bullskin Creek, including approach work, lying within Brown County.**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **One Hundred Thirty-Six Thousand Three Hundred Ten and - - - 00/100 Dollars, (\$136,310.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **One Hundred Thirty-Six Thousand Three Hundred Ten and - - - 00/100 Dollars, (\$136,310.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **County Engineer** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

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This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 10<sup>th</sup> day of December, 2007, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 44, at Page 365, and under date of December 10<sup>th</sup>, 2007.

### **CONTRACT**

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Brown**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

#### **WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

#### **SECTION I: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

#### **SECTION II: PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

#### **SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

#### **SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

The project consists of the replacement of Bridge No. BRO-CR42A-0028 (SFN 0833436) located on Skiffsville Road (C.R. 42A) over Bullskin Creek, including approach work, lying within Brown County; and

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**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Thirty-Six Thousand Three Hundred Ten and - - - - 00/100 Dollars, (\$136,310.00).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

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- 2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
  - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
  - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

Board of County Commissioners <b>County of Brown</b> <b>25 Veterans Boulevard</b> <b>Georgetown, Ohio</b> <b>45121</b>	Ohio Department of Transportation Office of Estimating 1980 West Broad Street, 1st Floor Columbus, Ohio 43223
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**SECTION X: FEDERAL REQUIREMENTS**

- 1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- 3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

- 1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
- 2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

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- 3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
- 4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Second: Mr. Gray.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

**IN THE MATTER OF PROCLAMATION – OLDER AMERICANS MONTH**

Motion moved by Mr. Gray to adopt the Following Proclamation. Second: Mr. Applegate.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

# PROCLAMATION

## Older Americans Month



**Whereas, Brown County** includes a growing number of older Americans who make countless contributions to our community every day; and

**Whereas, Brown County** is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

**Whereas, Brown County** recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

**Whereas, Brown County** can support our community members by:

- promoting independence, inclusion, and participation;
- engaging older adults through education, recreation, and service; and
- connecting people with opportunities to share their time, experience, and talents.

**Now, therefore, we, the Brown County Commissioners,** do hereby proclaim May 2020 to be Older Americans Month. We encourage every resident to recognize older adults and the people who support them as essential members of our community.

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Commissioner, Applegate exited the meeting at 12:10 p.m. and re-entered the meeting at 1:09 p.m.

**IN THE MATTER TO ADJOURN**

Motion moved by Mr. Applegate to adjourn this meeting with no further business before the Board this 6th day of May, 2020.  
Second: Mr. Gray.

ROLL CALL VOTE: Mr. Applegate, yea Mr. Gray, yea Mr. Woodruff, yea

5/6/2020

Commissioners met with John Cornely, Office of the Ohio Public Defender, via teleconference to discuss the FY2021 Budget.

Commissioners met with the following Directors and department heads to discuss the 2020 Budget in response to the expected revenue cuts resulting from COVID-19. By teleconference Lena Bradford and Tammie Keller, BCBDD. In separate meetings attendance included: Mitch Sharp and Allison Kistler, JFS, Margery Paeltz and Connie Ayers, BOE.

Approval: May 11, 2020

  
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Barry Woodruff, President

  
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Daryll Gray, Member

  
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Tony Applegate, Member

  
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Miranda Lowe-Hanselman, Assis. Clerk

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