
REGULAR SESSION MARCH 23, 2022

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Whiston and Mr. Siegfried.

Public in attendance: Joe Carroll (Airport), John Harsch (EMA), Don Mann, Alberta Stojkovic (Sentinel), Andy Ware (Development), Steve Brenneman and Brent Russell (Plan/Zoning).

Bid Opening: Anne Rhymer (Complete General Construction), Whitey Florence (R&I Construction Inc), Don Glosser (Engineer), Bart Dennison (Engineer) and Andy Ware (Development).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Siegfried, who then proceeded with the business at hand. The following matters came before the Board for their consideration and approval.

**IN THE MATTER OF
APPROVAL OF THE MINUTES
OF REGULAR SESSION OF MARCH 21, 2022: 22-R-244**

Mr. Whiston made a motion to approve the minutes of regular session of March 21, 2022, as recorded in the Commissioners Journal # 49.

Mr. Abraham duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-245**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 56 submitted by the Morrow County Auditor's office.

Mr. Abraham duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
PAY-INS: 22-R-246**

The following pay-ins were made to Patricia K. Davies, Morrow County Auditor:

Receipt Batch #2493 Payments received from Chesterville customers for sewer fund 5159 \$240.00
Payments received from Johnsville customers for sewer fund 5100 \$376.00
Payments received from Ketterman customers for sewer fund 5121 \$224.00
Payments received from Somoco customers for sewer fund 5110 \$261.88

Receipt #220755 Payment from Inmate Calling Solutions for Inmate Phone Commissary for January 2022 fund 2901-1020-420204 \$2213.83 and fund 1000-1020-420204 \$390.67

Receipt #220754 Payment from Delaware County for April 2022 WIC Rent fund 2072-1070-470802 \$650.00

Receipt Batch #2498 Payments received from Chesterville customers for sewer fund 5159 \$4,800.94
Payments received from Johnsville customers for sewer fund 5100 \$114.00
Payments received from Ketterman customers for sewer fund 5121 \$280.00
Payments received from Somoco customers for sewer fund 5110 \$4,896.25

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – CLERK OF COURT
FUND 2414 CSEA: 22-A-038**

At the request of Kimberly Bood, Clerk of Courts, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account:

2414-4314-540410	Office Supplies	\$1,500.00
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Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – PLANNING FUND
 2050: 22-A-039**

At the request of Brent Russell, Director, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following account for share of new computer:

2050-0125-550740	Equipment/computers	\$600.00
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Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – ZONING FUND 2051:
 22-A-040**

At the request of Brent Russell, Director, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account for software:

2051-0151-550745	Computer Software	\$50.00
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Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – GENERAL FUND,
 BOARD OF ELECTIONS: 22-A-041**

At the request of April Brown, Deputy Director, a motion was made by Mr. Siegfried to appropriate from the unappropriated certified monies to the following accounts from money received from the Secretary of State to be used for the Primary Election 2022:

1000-0015-530319	Professional Services	\$30,000.00
1000-0015-540410	Office Supplies	\$10,123.00
1000-0015-550740	Equipment/computers	\$10,000.00

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – REA SETTLEMENT:
 22-A-042**

At the request of Patricia Davies, Auditor, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following accounts in order to complete the REA settlement:

7911-7001-730373	DRETAC Fees (911 Special Assessment)	\$4,175.72
2291-7001-530373	DRETAC Fees (Bunker Ditch)	\$1.19
2284-7001-530373	DRETAC Fees (Coomer Ditch)	\$19.01
5121-7001-530373	DRETAC Fees (Ketterman)	\$85.78
2285-7001-530373	DRETAC Fees (Myers Ditch)	\$5.82
5159-7001-530373	DRETAC Fees (Chesterville)	\$80.19
5100-7001-530373	DRETAC Fees (Johnsville)	\$381.05

2289-2202-530360	Coomer (Main) Maintenance	\$566.61
2287-2202-530360	Coomer (Lateral) Maintenance	\$23.35
8550-7001-530372	Aud/Treas Fees (Health Dept)	\$4,383.42
8550-7001-530373	DRETAC Fees (Health Dept)	\$1,182.23
2010-7001-530372	Aud/Treas Fees (Bd of DD)	\$26,300.60
2010-7001-530373	DRETAC Fees (Bd of DD)	\$7,093.56
2010-7001-530374	Election Fees (Bd of DD)	\$3,490.07
2222-7001-530372	Aud/Treas Fees (Engineer)	\$19,175.31
2222-7001-530373	DRETAC Fees (Engineer)	\$5,225.92
2222-7001-530374	Election Fees (Engineer)	\$3,460.07
1000-7001-530372	Aud/Treas Fees (Gen Fund)	\$32,554.82
1000-7001-530373	DRETAC Fees (Gen Fund)	\$8,921.29

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – DOG & KENNEL FUND 2005: 22-T-027**

At the request of Sarina Atwell, Dog Warden, Mr. Abraham made a motion to approve the following transfer of funds:

**Reason: to pay invoice for Dog Warden uniforms:

From 2005-0105-540421 Dog Food to 2005-0105-540422 Uniforms in the amount of \$21.50

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, PROSECUTOR: 22-T-028**

At the request of Thomas Smith, Prosecutor, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – to pay storage/disposal bill

From 1000-4404-530347 Transcripts to 1000-4404-530324 Shredding/Scanning in the amount of \$703.83

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF ESTIMATE FOR LANDSCAPING AT THE COMMUNITY SERVICES
BUILDING FOR 2022: 21-R-247**

WHEREAS, landscaping at the Community Services Building was done by Timber Top Forestry and Landscape in 2021 for \$1,890.00; and

WHEREAS, they have provided us with an estimate for same services for 2022 (April-November) for the amount of \$2,190.00;

THEREFORE, Mr. Abraham made a motion to approve the estimate received from Timber Top Forestry and Landscape for 2022 in the amount of \$2,190.00.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROVAL OF ANNEX L DAMAGE ASSESSMENT OF THE MORROW COUNTY
 EMERGENCY OPERATIONS PLAN AND APPROVAL FOR CHAIRMAN TO
 SIGN: 22-R-248**

Mr. Whiston made a motion to approve Annex L Damage Assessment of the Morrow County Emergency Operations Plan and approval for Chairman Timothy R. Siegfried to sign:

**Damage Assessment
 Annex L of the Morrow County
 Emergency Operations Plan
 March 9, 2022**

Primary Agency: Morrow County Emergency Management Agency
 Local Fire and EMS Departments
 Local Law Enforcement Agencies

Support Agencies: Morrow County Engineers Office
 Morrow County Health District
 Village and Township Public Works

I. INTRODUCTION

- A. Purpose
 The purpose of this annex is to describe those procedures to be followed in the assessment of damages resulting from a natural or man-made disaster, or other major incidents. Based upon the county’s hazard and threat assessment the greatest potential for the need of damage assessment would be because of flooding, tornados, and severe weather. Damage assessment provide a basis for determining the types of assistance needed and the assignment of priorities to those needs.
- B. Scope
 This plan applies to all participating agencies and organizations operating within the geographic boundaries of Morrow County.
- C. Policy
 It is the policy of Morrow County to develop plans and procedures which incorporate the concepts of the National Incident Management System (NIMS), the Incident Command System (ICS) and the National Preparedness Goal.
- D. Core Capabilities
 This annex addresses the following Core Capabilities as defined in the National Preparedness Goal.
 - Economic Recovery
 - Infrastructure Systems
 - Logistics and Supply Chain Management
 - Operational Coordination

XI. AUTHENTICATION

s/Timothy R. Siegfried, Chairperson, Morrow County Board of Commissioners

s/John Harsch, Director, Morrow County Emergency Management Agency

**A complete copy of this document will be on file with the Morrow County Commissioner’s office

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
 APPROVAL TO RECESS SESSION: 22-R-249**

Mr. Siegfried made a motion to recess session at 9:14 a.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

Commissioner Whiston has left the office for another meeting

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-250**

Mr. Siegfried made a motion to return to regular session at 10:00 a.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
BID OPENING – MRW-CR11-2.86 DESIGN BUILD BRIDGE REPLACEMENTS OVER
WHETSTONE CREEK AND BIG RUN: 22-R-251**

WHEREAS, on February 23, 2022, the Morrow County Commissioners approved the Morrow County Engineer to advertise bids for MRW-CR11-2.86 Design Bridge Replacements over Whetstone Creek and Big Run; and

WHEREAS, this day a bid opening was held and the following bids were received:

Complete General Construction	\$2,563,000.00
R&I Construction Inc.	\$2,305,621.00

THEREFORE, Mr. Abraham made a motion to hold the bids for review and recommendation by the Morrow County Engineer.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-252**

Mr. Siegfried made a motion to recess session at 10:02 a.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-253**

Mr. Siegfried made a motion to return to regular session at 2:53 p.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT #2: 22-R-254**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 4 submitted by the Morrow County Auditor’s office.

Mr. Abraham duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF AGREEMENT BETWEEN MORROW COUNTY ENGINEER
AND OCSEA/AFSCME: 22-R-255**

Mr. Abraham made a motion to approve the labor agreement between Morrow County Engineer and the Ohio Civil Service Employees Association Local 11 (OCSEA/AFSCME) as approved and ratified by the Union. The details of the settlement are as follows:

- Wage increase of \$1.00 hr year one; \$.45/hr year 2; \$.35/hr year 3
- Added On-Call section to assure proper coverage for emergencies and snow events
- Agreed to continue the past practice of counting paid leave as active pay status for OT

This agreement is for the period of March 1, 2022 – February 28, 2025.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL FOR SUBMISSION OF REQUEST FOR QUALIFICATIONS – OHIO
BROWNFIELD AND DEMOLITION GRANT CONSULTANT SERVICES: 22-R-256**

Mr. Abraham made a motion to approve the submission of Request For Qualifications – Ohio Brownfield and Demolition Grant Consultant Services as follows:

**OHIO BROWNFIELD AND DEMOLITION GRANT CONSULTANT SERVICES
Morrow County Commissioners Request for Qualifications
March 23, 2022**

The Morrow County Commissioners invite professional architectural, construction, engineering, and grant management statements of qualifications to providing oversight of Morrow County’s effort to solicit projects, evaluate projects, submit grants, and oversee projects for Ohio’s 2022 Brownfield and Demolition Grant Services.

All provided services must meet state Ohio Department of Development requirements.

The deadline for qualification submissions is April 13, 2022 at 10 a.m.

The project includes a budget of \$10,000 from the Morrow County Land Bank and submission of \$1.5 million in fundable Brownfield and Demolition grant applications is expected to be completed by May 11, 2022.

The Commissioners anticipate that this work may or may not include, or be limited to the following:

Necessary services to be provided:

1. Meeting with county, township, and village representatives about potential projects.
2. Perform the following grant application services:
 1. Draft letter to potential participants
 2. Create a draft list of potential projects
 3. Establish project evaluation criteria
 4. Site visits and property ownership evaluation
 5. Drafting of grant applications by May 11, 2022

Submission Requirements and Consultant Selection Criteria

Five (5) copies of a qualifications statement, including a letter of interest shall be submitted in 8 ½” x 11” bound format containing no more than 20 pages not including separation or index pages or cover sheet. The submission should also include an electronic version on a standard flash drive.

The statements shall contain the following information:

Transmittal Letter

The firm's experience in county government, or other public agency services, comparable to the proposed project. *Evaluation criteria: 20%*

The professional background and qualifications of the firm's key personnel, i.e., those who will be in charge of the work. *Evaluation criteria: 10%*

The firm's demonstrated understanding of the project's requirements and the respective officials' special concerns. *Evaluation criteria: 10%*

The firm's demonstrated record in meeting project guidelines, schedules, and deadlines. *Evaluation criteria 20%*

The firm's success and capacity in obtaining available grants and support grant administrative services. *Evaluation criteria: 20%*

The firm's current workload. *Evaluation criteria: 10%*

Quality of projects previously undertaken by the firm. *Evaluation criteria: 10%*

The qualification statements (5 copies) shall be received by the Morrow County Commissioners, c/o Ms. Cheryl Heacock, Suite A, 80 North Walnut Street, Mount Gilead, Ohio 43338 no later than 10 a.m. EST April 13, 2022.

The Morrow County Commissioners, reserve the right to accept or reject any or all Requests for Qualifications (RFQ) responses without further action.

Questions concerning the RFQ shall be submitted in writing to:

Morrow County Development Office
Andy Ware, Director
andy.ware@co.morrow.oh.us
80 North Walnut Street, Suite B
Mount Gilead, Ohio 43338
419.947.7535

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "absent" ..,Mr. Abraham..., "yea" .., Mr. Siegfried..., "yea"

**IN THE MATTER OF
APPROVAL OF RE/MAX GENESIS CONSUMER GUIDE TO AGENCY
RELATIONSHIPS: 22-R-257**

Mr. Siegfried made a motion to approve the Morrow County Commissioners signing the RE/MAX Genesis Consumer Guide to Agency Relationships as approved by the Morrow County Prosecutor that explains the various services that agents can offer and their options for working with you.

**A complete copy of this Consumer Guide will be on file with the Morrow County Commissioner's office

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "absent" ..,Mr. Abraham..., "yea" .., Mr. Siegfried..., "yea"

**IN THE MATTER OF
APPROVAL OF EXCLUSIVE AGENCY AGREEMENT BETWEEN MORROW COUNTY
COMMISSIONERS AND RE/MAX GENESIS: 22-R-258**

Mr. Abraham made a motion to approve the following Exclusive Agency Agreement between the Morrow County Commissioners as Buyer(s) and RE/MAX Genesis as Broker as presented:

EXCLUSIVE AGENCY AGREEMENT

For and in consideration of the mutual promises contained herein and other good and valuable consideration, Morrow County Commissioners as Buyer(s) (hereinafter referred to as "Buyer"),

and RE/MAX Genesis as Broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this Agreement, this 3/17/2022.

1. **Exclusive Agreement.** Buyer hereby grants to Broker the exclusive right and privilege as the agent of the **Buyer** to show and offer for sale the property located at **480 Douglas Street Mt. Gilead, Ohio Parcel #G20-002-00-005-00** (all of which is hereinafter collectively referred to as "Property") as the real estate broker for the Buyer. The term of this Agreement shall begin on the date of 3/17/2022 and shall continue through the date of 3/31/2023 (hereinafter referred to as "Agreement Period"), unless otherwise terminated in accordance with this Agreement. If the Buyer enters into a Contract to Purchase or Lease, before the expiration of this Agreement, the term of this Agreement shall be extended until the final disposition of the Contract to Purchase or Lease.
2. **Broker's obligations to Buyer** . Broker's duties to Buyer shall be to:
 - a. Grant the Broker the exclusive right to negotiate for its purchase, exchange, or lease. The Buyer acknowledges that the Buyer is not currently contracted with another Broker for the purchase, exchange or lease of the real property. To perform showings and coordinate inspections of the real estate property to Buyer.
 - b. Comply with all applicable laws in performing its duties hereunder including the duties required under Fiduciary relationship of loyalty, obedience, confidentiality, accounting and reasonable skill and care.
 - c. Broker shall assist the Buyer throughout the transaction and through the closing.
 - d. Broker shall act in the Buyer's best interest. The buyer understands that the Broker may be working with more than one buyer at any given time and is not prohibited from representing other buyers with regard to the real property mentioned above or future interested parties in the property.
 - e. Assist to the extent requested by Buyer in filling out a pre-printed real estate purchase and sale agreement and counter offers.
3. **Buyers obligations to Broker** . Buyer's duties to Broker shall be to:
 - a. The Buyer shall work exclusively with the Broker for the purchase, exchange or lease of the property and will immediately identify themselves as a Buyer of the Broker at any time when communicating with or viewing the real property or to any other Broker during the term of this Agreement.
 - b. The Buyer shall cooperate with the Broker in communication, reasonable availability and providing true, accurate personal and financial information to the Broker which Broker agrees to keep confidential at all times unless the Buyer specifically authorizes disclosure.
4. **Compensation of the Broker.**
 - a. Buyer agrees to compensate the Broker as provided below if the Buyer or any party acting on behalf of the Buyer, purchases, exchanges or leases real property during the terms of this Agreement (not applicable if left blank) 3% of Sales Price or Lease.
 - b. The parties agree that the obligation of the Buyer may be satisfied in all or part by a Seller paid commission. Any Seller paid commission shall be credited toward the Buyer's obligation. Regardless of the fact that the Seller may pay a sales commission, the Broker will represent the Buyer subject to Broker's Company Policy on Agency and the terms of this agreement.
5. **Protection Period.** For a period of 120 days after the date of termination of this Agreement, the Buyer shall compensate the Broker as agreed upon herein, if the Buyer, or any party acting on behalf of the Buyer, purchases, exchanges or leases the above real property and or/negotiated by the Broker to the Buyer during the term of this Agreement.

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6. **Agency Disclosure and Company Policy on Agency.** The Buyer acknowledges that he has received and understands the Consumer Guide to Agency Relationships, the various forms of representation and will be provided the agency disclosure form as required by law. The Broker will represent the Buyer during the term of this Agreement, except in the event of Disclosed Dual Agency or In-Company Transaction as both are described in the Agency Disclosure Form. NOTICE: The Broker's complete company agency policy is available upon request.
7. **Inspections and/or Tests.** The Buyer acknowledges that, for any property that the Buyer seeks to purchase or lease, the Broker strongly recommends that a professional and competent company perform any inspections and/or tests. The buyer understands and agrees that the Broker neither warrants nor assumes responsibility for the physical condition of the property.
8. **Professional Advice, Representation & Assistance.**
- a. The Buyer understands and acknowledges that the Broker strongly recommends that the Buyer seek representation by an Attorney for legal questions regarding the purchase or lease of real property.;
 - b. The Buyer understands and acknowledges that the Broker is a licensed real estate professional and will represent the best interest of the Buyer. However, the Broker makes no warranties expressed or implied with regard to the purchase by the Buyer of any real property. Any statements by the Broker are for opinion only.
 - c. The Buyer understands and acknowledges that the Broker cannot: 1) warrant exact square footage or condition of the property to be acquired, or 2) guarantee that the Seller has disclosed all property defects.
 - d. The Buyer understands and acknowledges that a real estate professional is qualified to advise in matters concerning real estate but is not an expert in matters of tax, law, financing, surveying, structural conditions, hazardous conditions or engineering. The Buyer acknowledges that the Buyer has been advised by the Broker to seek competent expert advice on such matters. In the event the Broker provides names or sources for such advice or assistance, the Buyer understands and acknowledges that the Broker does not warrant, guarantee or endorse the services, advice and/or products of any recommended company or services.
 - e. The Buyer understands and acknowledges that issues such as status of permits, zoning, location of property lines, building code compliance, etc. should be addressed by professionals in those areas.
9. **Governing Law.** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Ohio.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Buyer and the Broker. This Agreement supersedes any other written or oral agreements between the Buyer and the Broker. Any amendment to this Contract shall be made in writing and signed by both parties.
11. **Ohio Fair Housing Law.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale of rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined

in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

12. Terms Definition . The term “Broker” shall include, without limitation, the Broker and/or the Broker’s appointed Agent(s).

13. Buyer’s Acknowledgement. The Buyer acknowledges that the Buyer has read this Agreement and understands and agrees to the terms and conditions. The information contained herein is true and accurate to the best of the Buyer's knowledge. The buyer has received a completed copy of this Agreement.

14. Time is of the essence regarding all provisions of this Agreement.

By signing this agreement, buyer acknowledges that: (1) Buyer has read all provision and disclosures made herein; and (2) Buyer understands all such provisions and disclosures and has entered into this agreement voluntarily.

s/Tom Whiston, Commissioner

s/Tim D. Abraham, Commissioner

s/Timothy R. Siegfried, Commissioner

s/Patricia Jackson, RE/MAX Genesis

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

There being no further matters to bring before the board, a motion to adjourn was made by Mr. Abraham and duly seconded by Mr. Siegfried.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS