

RECORD OF RESOLUTIONS

Government Forms and Supplies (844) 224-3338 FORM NO. 30045

Resolution No. **RESOLUTION CM-25-44** Passed _____, 20____

A RESOLUTION TO PURCHASE ODOT APPROVED SIGNAGE AND BUTTON ACTIVATED FLASHING LIGHTS FOR NEW CROSSWALKS LOCATED ON SOUTH MIAMI STREET IN THE MUNICIPALITY OF WEST MILTON, OHIO

WHEREAS, establishing safe crossings for pedestrians on village streets is of the upmost importance for the council and staff; and

WHEREAS, due to heavy traffic volumes and faster vehicle speeds, two frequently used pedestrian crossing areas on S. Miami Street need ODOT approved crosswalks; and

WHEREAS, this equipment purchase is included in the 2025 Capital Improvement budget; and

WHEREAS, the Director of Service has obtained three quotes for this equipment; and

WHEREAS, for this purchase, the price was considered, however the chosen equipment was not the lowest price, but was the best equipment for this application.

NOW, THEREFORE, be it Resolved by the Council of the Municipality of West Milton, Ohio that:

SECTION I: The Council authorizes the purchase of two sets of solar powered, button activated LED flashers, signage, signposts and miscellaneous equipment from TAPCO, Inc. of Brown Deer WI, for a cost not to exceed \$25,000.

SECTION II: The Council hereby authorizes the Director of Service to execute all the proper documents.

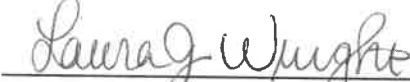
SECTION III: This Resolution shall take effect and be in force from and after its passage.

Passed this 8 day of July 2025




Scott Hurst, Mayor

ATTEST:



Laura Wright, Clerk of Council

APPROVED AS TO FORM:



Lenée M. Brosh, Law Director

RECORD OF RESOLUTIONS

Government Forms and Supplies (844) 224-3338 FORM NO. 30045

Resolution No. RESOLUTION CM-25-46

Passed , 20

A RESOLUTION TO PURCHASE A SEWER PIPE INSPECTION CAMERA AND ITS SUPPORTING EQUIPMENT.

WHEREAS, The Village has been given an opportunity to purchase a robotic sewer inspection camera and all its support equipment at a discounted cost; and

WHEREAS, the purchase of said camera will aid Village crews in inspection of numerous sanitary and storm sewer lines independently and at a large cost savings; and

WHEREAS, the cost of the camera has been significantly reduced due to the nationwide Sourcewell Bidding Program; and

WHEREAS, the sale price of this camera matches the State of Ohio Cooperative Purchasing Program and follows the West Milton Codified Ordinance 33.18 Purchasing.

NOW, THEREFORE, be it Resolved by the Council of the Municipality of West Milton, Ohio that:

SECTION I: The Council approves the purchase of an Envirosight Rover Sewer Camera package at a total cost of \$100,000 payable to Best Equipment Company of Indianapolis, Indiana.

SECTION II: Council authorizes the Director of Service to execute all the proper documents required to complete said purchase.

SECTION III: This Resolution shall take effect and be in force from and after its passage.

Passed this 8 day of July 2025

Scott Hurst, Mayor

ATTEST:

Laura Wright
Clerk of Council

APPROVED AS TO FORM:
Leneé M. Brosh
Law Director

RECORD OF RESOLUTIONS

Government Forms and Supplies (844) 224-3338 FORM NO. 30045

Resolution No. **RESOLUTION CM-25-47** Passed _____, 20____

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT WITH WESSLER ENGINEERING, INC FOR WASTEWATER TREATMENT PLANT IMPROVEMENTS

WHEREAS, the Municipality previously completed a technical evaluation of the wastewater treatment plant in 2022, and it is now necessary to update that evaluation and convert it into a format that is acceptable to the Ohio Environmental Protection Agency (OEPA); and

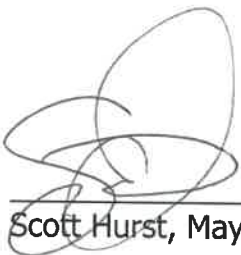
WHEREAS, Wessler Engineering, Inc. has agreed to provide said services that will also include the incorporation of components from a regional evaluation completed, in part, by the Municipality and the County, as well as updating the projected costs, funding and schedules for said improvements, at a cost not to exceed \$35,000.00.

NOW THEREFORE, Be It Resolved by the Council of the Village of West Milton, Ohio that:

SECTION I: The West Milton Municipal Manager, D. Jeffrey Sheridan, is hereby authorized to enter into a contract with Wessler Engineering, Inc. to provide services that include updating the previously completed technical evaluation of the wastewater treatment plant, conversion of the report into a format acceptable to the Ohio EPA, incorporation of components from a regional evaluation completed, in part, by the Municipality and the County, and updating of projected costs, funding and schedules, in an amount not to exceed \$35,000.00. Said agreement is attached hereto as Exhibit A and incorporated herein as if fully rewritten.

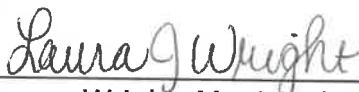
SECTION II: This Resolution shall take effect and be in full force upon passage.

Passed this 8 day of July, 2025.



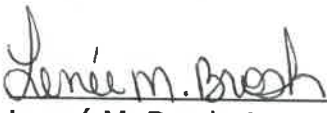
Scott Hurst, Mayor

Attest:



Laura Wright, Municipal Clerk

Approved as to form:



Leneé M. Brosh, Law Director

RECORD OF RESOLUTIONS

Government Forms and Supplies (844) 224-3338 FORM NO. 30045

Resolution No. **RESOLUTION CM-25-50**

Passed

, 20

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT WITH RETAIL STRATEGIES, LLC FOR CONSULTING SERVICES RELATED TO DOWNTOWN WEST MILTON

WHEREAS, the Council finds it necessary to hire a company to provide consulting services for the purpose of retail recruitment and downtown revitalization; and

WHEREAS, Retail Strategies, LLC has agreed to provide said services laid out in specific phases for three years, in the amounts of \$45,000.00 for year one (1), \$25,000.00 for year (2) and \$25,000.00 for year three (3).

NOW THEREFORE, Be It Resolved by the Council of the Village of West Milton, Ohio that:

SECTION I:

The West Milton Municipal Manager, D. Jeffrey Sheridan, is hereby authorized to enter into a contract with Retail Strategies, LLC to provide consulting services for the purpose of retail recruitment and downtown revitalization as stated in Exhibit "A" for a total amount not to exceed \$95,000. Exhibit "A" (the agreement) is attached hereto and incorporated herein as if fully rewritten.

SECTION II:

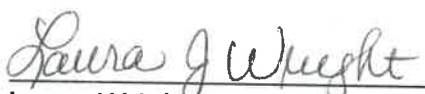
This Resolution shall take effect and be in full force upon passage.

Passed this 8 day of July, 2025.



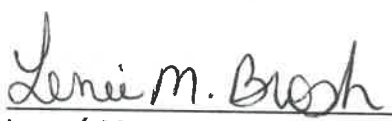
Scott Hurst, Mayor

Attest:



Laura Wright, Municipal Clerk

Approved as to form:



Leneé M. Brosh, Law Director

**AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) West Milton, Ohio and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this _____ day of _____ 2025 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

WHEREAS, the Client desires to have performed the consultation services identified in Exhibit A attached hereto by Consultant (the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this Agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. TERM

The Term of this Agreement shall commence upon the Execution Date and terminate upon the earlier of (i) the Client’s completion of the **Strategic Visioning Workshop/5-Year Downtown Strategic Action Plan Deliverable/Implementation Support** as set forth in Exhibit A, and (ii) **thirty-six (36)** months after the Execution Date.

3. CONSULTING FEE

- A. **Consulting Fee** As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total of **Ninety-Five Thousand and No/100 (\$95,000.00)** Dollars. Consultant will invoice Client immediately upon execution of the Agreement. Client must

remit payment within thirty (30) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable. The Consulting Fee will be paid in installments of immediately available funds as follows:

| Contract Period | Payment Date | Payment Amount |
|-----------------|--|----------------|
| Year One | Upon execution of this agreement | \$45,000 |
| Year Two | On or before the 1st anniversary of the Execution Date | \$25,000 |
| Year Three | On or before the 2 nd anniversary of the Execution Date | \$25,000 |

B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services that are identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. **CLIENT RESPONSIBILITIES**

A. **Information and Access.** In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide Consultant access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant’s proposal to Client, and such records, reports, and information as reasonably requested by Consultant and which is in Client’s possession.

B. To facilitate such access and Consultant’s delivery of the Services, the Client designates the **Village Manager** (the “Client Representative”), currently **Jeff Sheridan**. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative will also be responsible for disseminating updates relative to consultants’ activities related to scope of work to

members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).

C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

D. **Scheduling of Strategic Visioning Workshop**. The Parties understand and agree that the **Strategic Visioning Workshop** will take place in client community at a time mutually agreeable to Consultant and Client.

5. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this Agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this Agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this Agreement by Consultant shall belong exclusively to Consultant; provided, however, the Client may utilize any of the foregoing intellectual property for its internal operations; provided, further, that Client must and will take all reasonable and necessary steps, as well as endeavor to ensure that its employees and agents also comply, with respect to the use, copying, protection and security of the Consultant's intellectual property. Notwithstanding the foregoing, all strategic plans and other materials delivered by Consultant to Client shall belong to and remain the intellectual property of the Client.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services, including the laws of the State of Alabama.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. DEFAULT AND TERMINATION

A. **Default Termination.** In the event Consultant should violate any of the terms of this Agreement, Client shall provide Consultant with written notice of such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged default. Should Consultant fail to cure such default in the time period provided, Client shall be permitted to terminate this Agreement. All fees previously paid by Client to Consultant are understood to be fully earned when paid and are not subject to refund following any termination hereunder.

B. **Automatic Termination.** This Agreement shall automatically terminate upon the completion of the **Strategic Visioning Workshop/5-Year Downtown Strategic Action Plan Deliverable/Implementation Support**; provided, however, that the **Strategic Visioning Workshop/5-Year Downtown Strategic Action Plan Deliverable/Implementation Support** shall be concluded no later than **thirty-six (36)** months after the Execution Date.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Jeff Sheridan
West Milton, OH
701 South Miami Street
West Milton, OH 45383
Phone: 937-698-1500
Email: sheridan@westmiltonohio.gov

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq. EVP | General Counsel

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. MISCELLANEOUS

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third-party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein have been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, terrorism, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Alabama.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:
WEST MILTON, OHIO

By _____
Title _____
Date _____

CONSULTANT:
RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

This section outlines the Services which Retail Strategies (the “Consultant”) will provide to West Milton, Ohio (the “Client”).

A. Discovery Phase (Months 1-6)

Partnership Kick-off & Onboarding (Months 1-4)

- Kick-off Call & Partnership Overview
- Partnership Onboarding – Basecamp Introduction & Onboarding Form
- Market Research (market analysis research, review of existing plans, ordinances, incentives)
- Community Input Survey

Strategic Visioning Workshop (est. Month 4)

- Internal Core Team Meeting
- Walking Tour of the Defined Study Area
- Stakeholder Input Session

Market Analysis (est. delivery Month 6)

- Trade area demographics (population, income, housing, etc.)
- Market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Tapestry lifestyles – psychographic profile of trade area
- Commute Patterns Report
- Identification of priority business categories for entrepreneurship, recruitment and/or local expansion
- Downtown Walkability Assessment & Demographics

B. 5-Year Downtown Strategic Action Plan Deliverable (Months 7-9)

5-Year Downtown Strategic Action Plan Deliverable (est. delivery Month 8)

- Focusing on policy & administration, design, tourism & promotion, and economic vitality recommendations
- Implementation Matrix

C. Implementation Jumpstart (Months 10-12)

Local Action Team + Project Mapping Workshop

- Consultant team will launch our process of establishing a Local Action Team to encourage community support and engagement for incremental implementation.
- Strategy/Project will be determined collaboratively depending on traction of the Local Action Team and subject matter expertise within Consultant Team.
 - Project Mapping Workshop (facilitated virtually)
 - Action Planning Workbook Deliverable
 - 30/30 Action Team Meeting

D. Year 2 – Implementation Support (Months 13-24)

1. Monthly Office Hours

- Opt-in time with consultant team to discuss specific challenges, roadblocks, or for additional support.

2. Technical Support

Consultant team will provide:

- Templates & Trainings
- Examples
- Connections to Strategic Partners

3. Collaboration Calls

- Three (3) collaboration calls with Core Team to discuss success, troubleshoot teams that are off-track, and confirm strategy roadmap for remainder of year.

4. Expansion of Local Action Teams (if desired)

Strategy/Project will be determined collaboratively depending on traction of the Local Action Team and subject matter expertise within Consultant Team.

- Project Mapping Workshop (facilitated virtually)
- Action Planning Workbook Deliverable
- 30/30 Action Team Meeting (for new team(s))

E. Year 3 – Implementation Support (Months 25-36)

1. Monthly Office Hours

- Opt-in time with consultant team to discuss specific challenges, roadblocks, or for additional support.

2. Technical Support

Consultant team will provide:

- Templates & Trainings
- Examples
- Connections to Strategic Partners

3. Collaboration Calls

- Three (3) collaboration calls with Core Team to discuss success, troubleshoot teams that are off-track, and confirm strategy roadmap for remainder of year.

4. Expansion of Local Action Teams (if desired)

Strategy/Project will be determined collaboratively depending on traction of the Local Action Team and subject matter expertise within Consultant Team.

- Project Mapping Workshop (facilitated virtually)
- Action Planning Workbook Deliverable
- 30/30 Action Team Meeting (for new team(s))

F. Partnership Wrap-up

1. Partnership Wrap-up Call to recap progress, discuss next steps, and discuss renewal of Downtown Implementation contract.

I. CLIENT AGREEMENT – DOWNTOWN STRATEGIES

*This section outlines what **West Milton, Ohio** (the “Client”) will provide for **Retail Strategies** (the “Consultant”).*

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the Primary Point of Contact (POC.)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post and check messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline.
2. If Client is a no-show for a scheduled presentation, the presentation will be recorded and posted to Basecamp but not rescheduled live.
3. Client recognizes that if the partnership timeline derails because of non-responsiveness of the Client, the partnership will move forward and deliverables or scheduled presentations may be foregone in an effort to remain on schedule.

RECORD OF RESOLUTIONS

Government Forms and Supplies (844) 224-3338 FORM NO. 30045

Resolution No. **RESOLUTION CM-25-51**

Passed _____, 20____

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT WITH RETAIL STRATEGIES, LLC FOR CONSULTING SERVICES RELATED TO THE MUNICIPALITY OF WEST MILTON

WHEREAS, the Council finds it necessary to hire a company to provide consulting services for the purpose of retail recruitment throughout the Municipality of West Milton, with the exception of downtown which is covered by a separate agreement; and

WHEREAS, Retail Strategies, LLC has agreed to provide said services for three years, in the amounts of \$45,000.00 for year one (1), \$45,000.00 for year (2) and \$45,000.00 for year three (3).

NOW THEREFORE, Be It Resolved by the Council of the Village of West Milton, Ohio that:

SECTION I: The West Milton Municipal Manager, D. Jeffrey Sheridan, is hereby authorized to enter into a contract with Retail Strategies, LLC to provide consulting services for the purpose of retail recruitment for the Municipality of West Milton, as stated in Exhibit "A" for a total amount not to exceed \$135,000. Exhibit "A" (the agreement) is attached hereto and incorporated herein as if fully rewritten.

SECTION II: This Resolution shall take effect and be in full force upon passage.

Passed this 8 day of July, 2025.



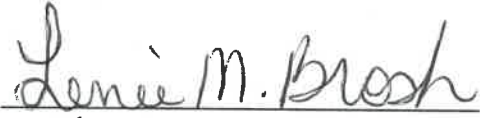
Scott Hurst, Mayor

Attest:



Laura Wright, Municipal Clerk

Approved as to form:



Leneé M. Brosh, Law Director

**AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) West Milton, Ohio and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this _____ day of _____ 2025 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”):
2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.
3. **CONSULTING FEE.**
- A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”). The Consulting Fee will be paid in installments of immediately available funds as follows:

| Contract Period | Payment Date | Payment Amount |
|-----------------|--|----------------|
| Year One | Upon execution of this agreement | \$45,000 |
| Year Two | On or before the 1st anniversary of the Execution Date | \$45,000 |
| Year Three | On or before the 2 nd anniversary of the Execution Date | \$45,000 |

- B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. **CLIENT INFORMATION AND ACCESS.**

- A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the Village Manager (the "**Client Representative**"), currently Jeff Sheridan. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.).
- C. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: Jeff Sheridan
West Milton, Ohio
701 South Miami Street
West Milton, OH 45383
Phone: 937-698-1500
Email: sheridan@westmiltonohio.gov

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:
WEST MILTON, OHIO

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:
RETAIL STRATEGIES, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
RETAIL RECRUITMENT

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to West Milton, Ohio (the “client”).

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. REAL ESTATE ANALYSIS

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

C. RETAIL RECRUITMENT

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

EXHIBIT A
(Continued)

II. CLIENT AGREEMENT

This section outlines what West Milton, Ohio (the “Client”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact (“POC”)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner
/

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly