



TRUSTEES MEETING

March 3, 2026

TRUSTEES

Todd Minniear, President
Steve Schramm, Vice President
Tom Farrell



FISCAL OFFICER

Pam Quinlisk
ADMINISTRATOR
Caroline McKinney

TRUSTEES MEETING AGENDA | March 3, 2026

5021 Winners Circle Drive
Liberty Township, OH 45011

REGULAR MEETING

REGULAR MEETING | 6:00 PM

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE – CUB SCOUT PACK 943
- 4. PUBLIC PRESENTATION
 - a) Liberty Township Fire Department Promotions – Tanner Sparks, Max Collett and Joseph Knight to Career Firefighter/EMT and Austin Phillips to Lieutenant.
 - b) Dave Lintner - Proclamation

5. PUBLIC HEARING

- a) **Sidewalk Assessments:** Approval of a resolution to assess 22 properties in the Taylor Village subdivision.

Motion to close the public hearing: ____

2ND ____

Roll ____

Motion on hearing:

Motion ____

2ND ____

Roll ____

6. PUBLIC COMMENTS

7. FISCAL OFFICER’S BUSINESS

8. ITEM(S) TO REMOVE FROM CONSENT AGENDA

9. CONSENT AGENDA

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by



request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

a) Fiscal Officer

- Payment Listing – **Motion to approve** the Payment Listing and any Additional Payment Listing

a) Public Works

- **Motion to authorize** the Township Administrator to enter into an agreement with SealMaster/ThorWorks for the Crack Seal Program for 2026 for a total approximate cost of \$15,000.00 from account #2031-330-790-0000.

Motion to approve Consent Agenda:

Motion: _____

2ND _____

Roll _____

10. DEPARTMENT BUSINESS

a) Public Works

- **Motion to approve** converting the Yankee Road and Liberty One Drive intersection from a TWSC (2-way stop control) to an AWSC (all-way stop control).

Motion _____

2ND _____

Roll _____

- **Discussion** – Wilhelmina Vision Plan w/McGill Smith Punshon (consultant) and Township Parks Committee

b) Administration

- **Motion to approve a** License Agreement between Liberty Township Board of Trustees and Platform 1440, Inc., and authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement.

Motion _____

2ND _____

Roll _____

11. DEPARTMENT UPDATES

12. TRUSTEE COMMENTS



13. EXECUTIVE SESSION

- a) **Motion to go into an** Executive session to consider the purchase of property for public purposes per O.R.C. 121.22(G)(2).

Motion _____

2ND _____

Roll _____

- b) **Motion to come out of an** Executive session.

Motion _____

2ND _____

Roll _____

14. ADJOURNMENT

Motion _____

2ND _____

Roll _____



RESOLUTION NO. 2026-023

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO ASSESS TWENTY-TWO PROPERTIES IN THE TAYLOR VILLAGE SUBDIVISION

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, the Liberty Township Board of Trustees has the authority to assess the expense of construction, repair, and maintenance of sidewalks to the property owner abutting the construction, repair, or maintenance pursuant to O.R.C. § 5543.10;

WHEREAS, the Liberty Township Board of Trustees will assess abutting property owners one hundred percent (100%) for repairs and maintenance of sidewalks in the Taylor Village subdivision in accordance with O.R.C. § 5543.10 and Liberty Township Resolution 2022-039;

WHEREAS, Liberty Township completed the repairs and maintenance of the sidewalks in Taylor Village subdivision;

WHEREAS, Jerry Sebald, Liberty Township Public Works Director, asserts that the repairs and maintenance on the sidewalks in the Taylor Village subdivision have been completed;

WHEREAS, the Liberty Township Board of Trustees has decided that if the assessed amount is less than \$ 300.00 it will be collected in a single (1) year, if the assessed amount is between \$ 300.00 and \$ 900.00 it will be distributed evenly in three (3) years, and if the assessed amount is over \$ 900.00 it will be distributed evenly in five (5) years;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the assessment of the following properties for the amount shown on the property tax duplicate;

PARCEL NUMBER	STREET NUMBER	STREET NAME	TOTAL COST	TOTAL YEARS COLLECTION
D2020118000007	6357	Sandric Lane	1750.00	5
D2020118000008	6363	Sandric Lane	100.00	1
D2020118000014	6405	Sandric Lane	600.00	3
D2020121000004	6475	Sandric Lane	1100.00	5
D2020121000008	6507	Sandric Lane	350.00	3
D2020118000027	6410	Sandric Lane	350.00	3
D2020118000023	6378	Sandric Lane	250.00	1
D2020118000020	6350	Sandric Lane	600.00	3

D2020118000018	6336	Sandric Lane	1100.00	5
D2020118000034	6440	Anderson Dr.	500.00	3
D2020118000026	7649	Kimball Dr.	100.00	1
D2020119000007	6413	Galloway Dr.	1100.00	5
D2020119000017	6412	Galloway Dr.	100.00	1
D2020119000060	7722	Jason Court	350.00	3
D2020119000036	6407	Jamison Way	350.00	3
D2020121000010	6474	Jamison Way	100.00	1
D2020119000038	6458	Jamison Way	750.00	3
D2020119000041	6434	Jamison Way	100.00	1
D2020119000045	6402	Jamison Way	350.00	3
D2020119000077	6368	Lakota Meadows	600.00	3
D2020119000071	6322	Lakota Meadows	100.00	1
D2020119000070	6316	Lakota Meadows	250.00	1

Trustee _____ moved to approve the resolution. Trustee _____ seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Farrell, _____
Trustee Schramm, _____
Trustee Minniear, _____

Adopted: Tuesday, March 3, 2026

Todd Minniear, President

Steve Schramm, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 3rd day of March, 2026.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director

Payment Listing

2/18/2026 to 3/2/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
75782	02/18/2026	02/18/2026	AW	BlueTriton Brnads Inc	\$69.84	O
75783	03/02/2026	03/02/2026	AW	Atlantic Emergency Solutions, Inc	\$3,579.16	O
75784	03/02/2026	03/02/2026	AW	Austin Phillips	\$441.80	O
75785	03/02/2026	03/02/2026	AW	BOUND TREE MEDICAL LLC	\$1,027.35	O
75786	03/02/2026	03/02/2026	AW	CINTAS	\$238.91	O
75787	03/02/2026	03/02/2026	AW	DC COMMERCIAL CLEANING SERVICES LI	\$2,200.00	O
75788	03/02/2026	03/02/2026	AW	ELITE FIRE SERVICES LLC	\$3,519.70	O
75789	03/02/2026	03/02/2026	AW	HERITAGE FIRE EQUIPMENT, LLC	\$710.21	O
75790	03/02/2026	03/02/2026	AW	HURST, KELLY & COMPANY LLC	\$13,200.00	O
75791	03/02/2026	03/02/2026	AW	Mason Green	\$3,083.80	O
75792	03/02/2026	03/02/2026	AW	MCGILL SMITH PUNSHON	\$821.25	O
75793	03/02/2026	03/02/2026	AW	MIKE WEBSTER	\$80.00	O
75794	03/02/2026	03/02/2026	AW	PARTNERS IN PROJECTS	\$1,540.00	O
75795	03/02/2026	03/02/2026	AW	PHOENIX SAFETY OUTFITTERS	\$104.95	O
75796	03/02/2026	03/02/2026	AW	POMP'S TIRE SERVICE INC	\$359.96	O
75797	03/02/2026	03/02/2026	AW	PRADCO	\$2,760.00	O
75798	03/02/2026	03/02/2026	AW	SANDY'S TOWING & RECOVERY	\$722.50	O
75799	03/02/2026	03/02/2026	AW	STIGLER SUPPLY CO.	\$359.03	O
75800	03/02/2026	03/02/2026	AW	STRYKER MEDICAL	\$19,862.80	O
75801	03/02/2026	03/02/2026	AW	SUPERIOR UNIFORM SALES, INC	\$61.95	O
75802	03/02/2026	03/02/2026	AW	TRAFFIC CONTROL PRODUCTS, INC.	\$3,895.00	O
75803	03/02/2026	03/02/2026	AW	TRIHEALTH CORPORATE HEALTH	\$1,131.76	O
75804	03/02/2026	03/02/2026	AW	BUREAU OF WORKERS' COMPENSATION	\$28,426.00	O
Total Payments:					\$88,195.97	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$88,195.97	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.



Quotation

SALES PERSON Jeff Kmucha
419-515-7899 jkmucha@sealmaster.net

Date: 2/24/2026

Expires 30 days

STORE LOCATION Columbus

PO# _____

Sign / Date here _____

Quoted To:	
Company	<u>Liberty TWP (Butler Co.)</u>
Name	<u>Jerry Sebald</u>
Address	<u>6959 Yankee Rd</u>
City	<u>Liberty Township</u>
State	<u>OHIO</u> <u>45044</u>
Act#	<u>01 3756</u>
Phone	<u>513-285-2458</u>
Email	<u>jsebald@liberty-township.com</u> Sea

SHIP TO:	
Company	_____
Name	_____
Address	_____
City	_____
State	<u>OHIO</u> _____
Fax	_____
Phone	_____
Email	_____

Orders and invoices will appear as "**Thorworks Industries**" DBA SealMaster

ITEM #	DESCRIPTION	PRICE PER ITEM	QTY	TOTAL PRICE
M1079L	CrackMaster 1190NR(30# box 75 box/skid 2250# skid) *PROGRAM*	0.750	9000	\$ 6,750.00
				\$ -
M1076L	PF IV (Fiber Block) 30# box 75 box/skid 2250# skid) *PROGRAM*	0.770	9000	\$ 6,930.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Program includes use of CrackPro Crack sealant unit			\$ -
				\$ -
	SealMaster products are proudly made in OHIO			\$ -
				\$ -
	**All prices are subject to change due to the volatility of the Asphalt/Oil Market.			
	ThorWorks is a world wide company with collective buying power that ensures that			
	ThorWorks receives the best possible pricing from all suppliers.**			

PAYMENT TYPE _____
 CHECK _____
 CREDIT CARD _____
 ACCOUNT _____
 SealMaster

SUB TOTAL	\$ 13,680.00
Sales Tax 0.000%	\$ -
SHIPPING	n/c
TOTAL	\$ 13,680.00

Ohio 44870

PH: 800-341-7325

FAX :419-626-5477

LIBERTY TOWNSHIP, BUTLER COUNTY
Requisition

Requested By CG	Vendor THORWORKS INDUSTRIES INC PO Box 2277 Sandusky, OH 44870	Requisition Number: 546-26 Total: \$15,000.00 Date: 02/25/2026 Status: Submitted
Ship To LIBERTY TOWNSHIP 5021 Winners Circle LIBERTY TOWNSHIP, OH 45011	Bill To LIBERTY TOWNSHIP 5021 Winners Circle LIBERTY TOWNSHIP, OH 45011	Approval
Terms		
Purpose		

Quantity	Unit	Item Description	Unit Price	Subtotal
1.00		Crack Seal Program for 2026	\$15,000.00	\$15,000.00

Account Code	Account Description	Amount
2031-330-790-0000	Other - Capital Outlay	\$15,000.00



MEMORANDUM

TO: Todd Minniear, Trustee
Steve Schramm, Trustee
Tom Farrell, Trustee
Pam Quinlisk, Fiscal Officer

CC: Caroline McKinney, Administrator

FROM: Jerry Sebald, Public Works Director

DATE: 2/27/2026

RE: New Stop Sign Installation

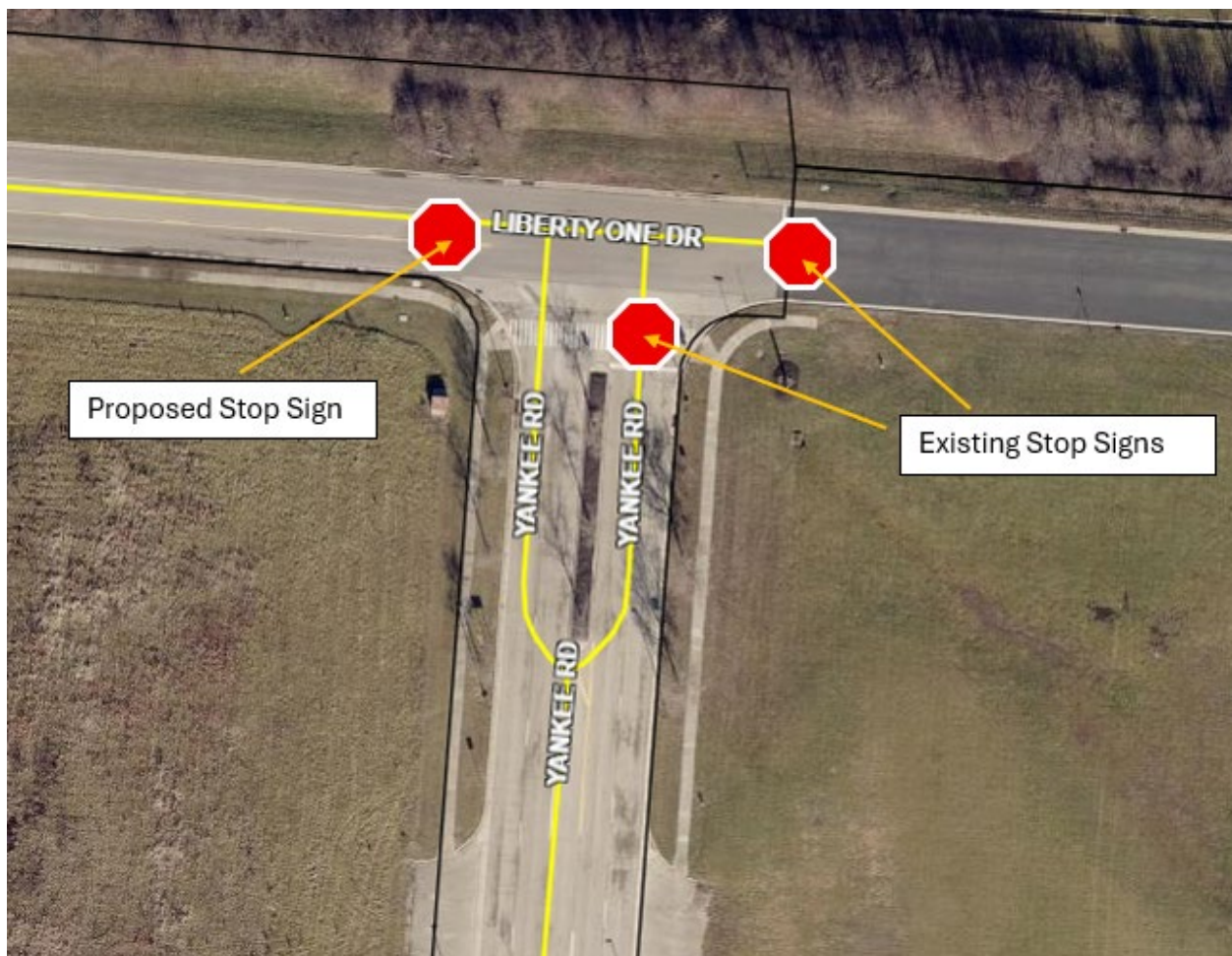
Liberty Township was approached by a representative of The Kleingers Group on behalf of Cincinnati Children's Hospital requesting the addition of a stop sign at the intersection of Liberty One Dr. and Yankee Rd. This intersection is a "T" intersection and currently a 2 way stop. They are requesting to make it an all-way stop. (Please see attached map)

I consulted with the Butler County Engineer's Office for their professional opinion. BCEO stated that they agree that the intersection should be upgraded to an all-way stop. They also provided legal documentation from the state of Ohio that gives the Township Board of Trustees the authority to add a stop sign at the intersection of two township roads without the need for an engineering study.

Based upon the information provided by BCEO it is my recommendation to make the intersection of Liberty One Dr. and Yankee Rd. an all way stop.



Intersection of Yankee Rd. and Liberty One Dr.





MEMORANDUM

TO: Todd Minniear, Trustee
Steve Schramm, Trustee
Tom Farrell, Trustee
Pam Quinlisk, Fiscal Officer

CC:

FROM: Caroline McKinney, Township Administrator

DATE: February 24, 2025

RE: Platform 1440 Inc. Agreement

As the Board knows, the Township was approached by Platform 1140, Inc., on the use of Liberty Park for a regional volleyball tournament over Memorial Day weekend 2026. We worked with legal on the attached license agreement which will be presented to you for approval at the March 3, 2026, Trustees meeting.

A motion to approve a License Agreement between Liberty Township Board of Trustees and Platform 1440, Inc., to authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement.

If you have any questions, please let me know.

Caroline

LICENSE AGREEMENT

This AGREEMENT (“Agreement”), made as of the _____ day of _____, 2026, is by and between Liberty Township, Butler County, Ohio, located at 5021 Winners Circle Drive, Liberty Township, Ohio 45011, (“Licensor”), and Platform 1440, Inc., a California corporation, located at 1336 N. Moorpark Road, #283, Thousand Oaks, California 91360 (“Licensee”) and collectively the Parties.

Recitals

WHEREAS, Licensor is the owner of the property located at 6757 Yankee Road, Liberty Township, Ohio, Butler County Auditor Parcel No. D2010017000055 (“the Property”); and

WHEREAS, the Parties desire by this Agreement to provide for the licensing by Licensor to Licensee of the right to use and occupy the facilities on the Property (“the Licensed Area”).

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Purpose and Intent.** Licensee desires to have a temporary and revocable license to use the facilities for the purpose of hosting the P1440 Volleyball Festival (the “Event”) and for no other purpose except as may be agreed upon by Licensor in its sole and absolute discretion.
2. **Grant of License.** Licensor grants to Licensee, subject to the terms and conditions set forth in this Agreement, a temporary and revocable license for Licensee, its employees, agents, contractors and invitees (collectively, the “Licensed Parties”) to use the Licensed Area solely for purposes related to hosting Event. The license shall be limited to the Licensed Area. The Parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement. The Parties only intend to create a license that is revocable at will and limited to the purposes related to hosting Event.
3. **License Period.** The License Period shall begin on May 21, 2026 and expire on May 26, 2026 (“Expiration Date”). The License Period is subject to earlier termination as provided hereafter. Unless the Agreement is terminated before the Expiration Date of the License Period, all set-up, take-down, and clean-up for Event must take place within the License Period. If the Agreement is terminated before the expiration date of the License Period, all activities related to hosting Event must be completed before the termination date.
4. **License Fee.** Licensee shall pay Licensor a License Fee in the amount of \$5,000 (based on 40 courts at \$125 a court). The License Fee shall be paid on or before May 7, 2026 by way of a check made out to Liberty Township.
5. **Responsibilities of Licensee.** Licensee agrees and acknowledges:
 - a. Licensee agrees to operate and maintain Licensed Area exclusively for the Event.
 - b. The use of the Licensed Area by the Licensed Parties shall strictly comply with the terms and conditions of this Agreement.
 - c. Licensee agrees not to commit or permit activity in the Licensed Area that would damage or destroy the value or regular use of the property. Further, Licensee covenants and agrees that, except as set forth in this Agreement, Licensee shall not

make any permanent improvement or alteration to any Licensed Area without the prior written consent of Licensor.

- d. Vehicles shall not be occupied overnight in the Licensed Area without express written approval by Licensor and only for the purposes of event site security or management.
 - e. Licensee shall not solicit donations, sell, or offer for sale any article, privilege, or service within the Licensed Area unless Licensee is properly licensed under applicable state and local laws. A list of authorized vendors and all items, goods, or services that have been approved for sale or solicitation during the Licensee's use and any additional conditions or terms pertaining to such authorizations will be provided thirty (30) days prior to the Event. Each such vendor and designated area(s) for all such sales and vendors must be approved by Licensor in writing, which Licensor may grant or deny in its sole discretion.
 - f. Licensee shall provide a list of all vendors and the schedule for delivery and installation of event fixtures no less than thirty (30) days prior to Event.
 - g. Licensee shall provide an event site map no later than sixty (60) days prior to Event designating primary locations of event activities.
 - h. Licensee shall provide a parking map no later than sixty (60) days prior to the Event. Additionally, Licensee shall provide Licensor with copies of any agreement(s) entered into with nearby entities for purposes of parking no later than thirty (30) days prior to the Event.
 - i. Licensee shall provide an Event Public Safety Plan to the Township no later than forty-five (45) days prior to the Event. The Event Public Safety Plan shall address a plan for inclement weather and events requiring public safety assistance. The Event Public Safety Plan must be approved by Licensor in writing, which Licensor may grant or deny in its sole discretion.
 - j. Licensee shall provide any marketing or community outreach plan they may have no later than sixty (60) days prior to the event.
 - k. Licensee shall supply an adequate amount of garbage cans around the perimeter of the Licensed Area. Licensee shall also supply a temporary garbage dumpster.
 - l. Licensee shall provide an adequate amount of portable restrooms needed to support the Event. Licensee acknowledges that the restroom facilities owned by Licensor at the Licensed Area will not be open for the Event.
 - m. Licensee shall contract with the Butler County Sheriff's Office for the provision of safety services and traffic control for the Event. Licensee shall provide Licensor its contract with the Butler County Sheriff's Office no later than thirty (30) days prior to the event.
6. **Privileges of Licensee.** Licensee may collect reasonable fees and/or donations in conjunction with Event. Any and all such revenue generated from Event shall be the exclusive property of the Licensee.
 7. **Non-Discrimination.** Licensee agrees that while this Agreement remains in effect, Licensee will comply with all federal laws relating to non-discrimination in connection with all activity related to the use of Licensed Area(s), including but not limited to:
 - a. All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.P.R. Part 17);

- b. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-1), which prohibits discrimination on the basis of race, color or national origin;
 - c. The Age Discrimination Act of 1975, as amended (42 U.S.C. § et seq.), which prohibits discrimination on the basis of age;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; and
 - e. The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
8. **Force Majeur.** Licensed Area may be rendered unusable or otherwise unavailable due to circumstances beyond the Parties' control, including but not limited to: flooding, fire, natural disaster, acts of God, criminal acts, or acts of war or terrorism. Licensor will endeavor to provide notice of closures which occur prior to any licensed use. Notwithstanding, Licensor reserves the right to terminate, suspend, or delay, prior to or during licensed use, for reasons of visitor safety. Licensee and licensed parties hereby waive any and all claims against Licensor for damages, lost profits, lost business opportunities, or similar claims as a result of the closure of any Licensed Area under this paragraph.
9. **Indemnification.** Licensee will indemnify, defend, and hold harmless Licensor, its officers, commissioners, agents, employees, volunteers, successors, and assigns from and against any and all liabilities, damages, claims, liens, causes of action, losses, demands, costs, and expenses of every kind and nature (collectively "claims") arising in any manner out of the use of any Licensed Area, except for any claim caused solely by gross negligence or intentional misconduct of Licensor. This indemnity obligation shall survive the expiration or earlier termination of this Agreement.
10. **Liability Insurance.** At all times while this Agreement remains in effect, Licensee, at its sole cost and expense, shall keep in full force and effect comprehensive general liability insurance with respect to all of the Licensed Area and the Licensee's use thereof in the amount of at least \$3,000,000.00 per person and per occurrence. Licensor shall be named as an additional insured thereon and a copy of a certificate of insurance evidencing the existence of this insurance coverage shall be delivered to Licensor, Ohio no less than sixty (60) days prior to the commencement of Event. Further, Licensee agrees that any subcontractors providing services on or through the Property shall have the same minimum coverage with the Licensor named as an additional insured.
- a. In addition to commercial general liability insurance, the Licensee shall also secure and maintain, at its sole expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes, or orders.
 - b. All insurance policies described above will be issued by insurers authorized to do business in the state of Ohio and have an A.M Best rating of not less than A-VI.

11. **Licensee Responsible for Damages.** Licensee agrees that if the Event causes significant damage to the Licensed Area, Licensee shall reimburse the Licensor for any costs incurred in repairing the Licensed Area. This obligation shall survive the expiration or earlier termination of this Agreement.
12. **Compliance with Law.** Licensee, at its sole cost and expense, shall be responsible for compliance with, and Licensee shall cause all of the Licensed Parties to comply with, all applicable laws, regulations, ordinances, permits and other legal requirements in connection with their activities at the Licensed Area.
13. **Default.** If Licensee defaults in the performance of any of its obligations under this Agreement, Licensor has the right to immediately terminate this Agreement by sending a written notice of termination to Licensee and pursue any other remedies available at law or in equity. Failure to exercise this or any other right does not act as a waiver of the particular right not exercised.
14. **Termination of Agreement/Option to Renew for Two Additional Years.** Licensor shall have the unrestricted right to terminate this agreement with or without cause upon two month's written notice to Licensee prior to Event start date. Licensee shall have the option to renew this Agreement for each of two additional one-year periods in order to produce subsequent events. Such renewal option(s) shall be exercised by delivering written notice to Licensor by or before July 31 of the preceding calendar year(s). However, Licensee's renewal options shall be subject to and contingent upon Licensor's acceptance in writing, which Licensor may withhold at its sole discretion.
15. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The parties hereby submit to the exclusive jurisdiction of the Butler County Court of Common Pleas, and expressly waive all rights of removal to any United States District Court. The Court of Common Pleas for Butler County, Ohio, shall be the sole and exclusive venue for any action brought to enforce any provision of this Agreement.
16. **Severability.** In the event that any portion of this Agreement shall be found to be inconsistent with law or otherwise unenforceable, the remainder of this Agreement shall remain unaffected and in continuing effect.
17. **Assignment.** This Agreement shall be binding on Licensor and Licensee and their representatives, successors, and permitted assigns. Licensee shall not assign any of its rights or obligations under this Agreement without prior written consent of Licensor. Licensor reserves the right to refuse assignment of this Agreement for any reason. Consent by Licensor to one or more assignments shall not operate as a waiver of Licensor's rights as to subsequent assignments. Notwithstanding any assignment, Licensee shall at all times remain jointly and severally liable with the permitted assignee for the payment of all fees and other charges herein specified and for compliance with all of its other obligations under this Agreement.
18. **Amendment.** This Agreement may only be amended by a written agreement signed by the authorized representatives of Licensor and Licensee. The Parties' authorized representatives may negotiate and approve amendments to this agreement.
19. **Entire Agreement.** The Parties acknowledge and agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists.

Liberty Township, Butler County

Platform 1440, Inc.:

By (authorized signature)

By (authorized signature)

Printed Name

Printed Name

Title

Title

Date

Date Signed