## **PAYROLL COMPARISON - 2025**

# Proposer Name: Joseph Berkemer

Evaluator Printed Name:_	Michael	Farrell	
	- CONTRACT	I MILE VII	

PAYROLL from Operational	Form 4.3 Sta	affing ar	nd Pers	onnel C	alculat	ion			
	Location Number(s)								
	<u>Loc. 1</u>	Loc. 2	Loc. 3	Loc. 4	<u>Loc. 5</u>	Loc. 6			
Highest Rate	\$2060								
Lowest Rate	\$146	****************	***************************************						
Number of Hours Recommended	201					*************			
Number of Hours Proposed	145								
Total Monthly Wages	\$15.700	23.350000000000011550.	STHIP THE						

Comments:	Total hours	+ total way	es calcula	ted incorrectly	
Form	4.3				
)					
					_

# PERSONAL EVALUATION (2025)

Joseph Berkemer 25-J / 25026 Franklin County, Columbus 5332 Westpointe Plaza

Evaluation Team Number:	
Location(s) Proposed: (#1) <b>25- 7</b>	
Proposed as 2 <sup>nd</sup> Location	
Verify Proposer's Full Name: (#2) Joseph Berke	mer
Proposer's County of Residence (NPC Operation)	
<u>Verify</u> Proposer's Driver's License Number: (#6)	
Proposing as Minority: (#9) Yes No	
Proposing as: (#10) Individual Clerk of Courts Co. /	Auditor Nonprofit Corp
SCORING SUMMARY	
SCORING SOMMART	和黑地不可能特別的光光的光光
FORM 3.0, PERSONAL CHECKLIST	(Max. 16 Points):
PERSONAL EVALUATION, Page 2	(Max. 55 Points):
BUSINESS AND EMPLOYMENT EXPERIENCE, Page 3	(Max. 100 Points):
PERSONAL EVALUATION, Page 5	(Max. 28 Points):
PERSONAL EVALUATION, Page 6	(Max. 17 Points):
PERSONAL EVALUATION, Page 7	(Max. 27 Points):2_}
PERSONAL EVALUATION, Page 8	(Max. 15 Points):
TOTAL DOINTS	
TOTAL POINTS	(Max. 258 Points): <u>253</u>
Comments: No FBF background check, only BCI	
Evaluators' Signatures Evaluators' Prin	nted Names <u>Date</u>
(1) Ital Tarel Michael	Farrell 2/26/25
(2)	

PERSONAL EVALUATION	ок	NO
Proposer does not and will not hold a PROHIBITED elective public office other than County Clerk of Courts or County Auditor? (#11 & 12)	(5)	*
Proposer does not hold an overlapping deputy registrar contract? (#13)  If contract overlaps, what is the expiration date of the contract?	6	0
Proposer is not a prohibited relative of a current deputy registrar? (#14, 15 & 16)	(5)	*
Proposer is not a prohibited relative of an ODPS employee, or (if a relative) proposer has either been a deputy registrar continuously since January 1, 1992, or the ODPS employee became employed after the proposer was first appointed deputy registrar? (#17)	<b>5</b>	*
Proposer is not a State of Ohio employee or will resign? (#19)	(5)	*
Proposer is not an active insurance agent or is nonprofit? (#20)	(5)	*
Proposer states no criminal conviction within the last 10 years? (#21)	(5)	*
Proposer owes no local, state, or federal delinquent taxes, social security payments, workers' compensation premiums or mandatory contributions? (#22)	(5)	*
Proposer agrees to maintain acceptable business liability insurance in accordance with Ohio Revised Code section 4503.03(C)? (#23)	(5)	*
Proposer can meet bond requirements? (#24 and acceptable proof)	(5)	*
Acceptable educational information OR nonprofit corporation? (#25)	(5)	0
Proposer has computer training or experience? (#26)	(5)	0
nments:		
	Proposer does not and will not hold a PROHIBITED elective public office other than County Clerk of Courts or County Auditor? (#11 & 12)  Proposer does not hold an overlapping deputy registrar contract? (#13)  If contract overlaps, what is the expiration date of the contract?  Proposer is not a prohibited relative of a current deputy registrar? (#14, 15 & 16)  Proposer is not a prohibited relative of an ODPS employee, or (if a relative) proposer has either been a deputy registrar continuously since January 1, 1992, or the ODPS employee became employed after the proposer was first appointed deputy registrar? (#17)  Proposer is not a State of Ohio employee or will resign? (#19)  Proposer is not an active insurance agent or is nonprofit? (#20)  Proposer states no criminal conviction within the last 10 years? (#21)  Proposer owes no local, state, or federal delinquent taxes, social security payments, workers' compensation premiums or mandatory contributions? (#22)  Proposer agrees to maintain acceptable business liability insurance in accordance with Ohio Revised Code section 4503.03(C)? (#23)  Proposer can meet bond requirements? (#24 and acceptable proof)  Acceptable educational information OR nonprofit corporation? (#25)  Personal Evaluation Points, Page 2 (Max. 55 Points).  TE: Score Indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contract contract.	Proposer does not and will not hold a PROHIBITED elective public office other than County Clerk of Courts or County Auditor? (#11 & 12)  Proposer does not hold an overlapping deputy registrar contract? (#13) If contract overlaps, what is the expiration date of the contract?  Proposer is not a prohibited relative of a current deputy registrar? (#14, 15 & 16)  Proposer is not a prohibited relative of an ODPS employee, or (if a relative) proposer has either been a deputy registrar continuously since January 1, 1992, or the ODPS employee became employed after the proposer was first appointed deputy registrar? (#17)  Proposer is not a State of Ohio employee or will resign? (#19)  Proposer is not an active insurance agent or is nonprofit? (#20)  Proposer states no criminal conviction within the last 10 years? (#21)  Proposer owes no local, state, or federal delinquent taxes, social security payments, workers' compensation premiums or mandatory contributions? (#22)  Proposer agrees to maintain acceptable business liability insurance in accordance with Ohio Revised Code section 4503.03(C)? (#23)  Proposer can meet bond requirements? (#24 and acceptable proof)  Acceptable educational information OR nonprofit corporation? (#25)  Proposer has computer training or experience? (#26)  PERSONAL EVALUATION POINTS, Page 2 (Max. 55 Points)  5  TE: Score indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contract contingency.

## BUSINESS AND EMPLOYMENT EXPERIENCE VERIFICATION

Person called: Verifical	at tele	ephone ( )
Company: Westpointe	License	
Relationship:		
Verified experience as: Deputy Registra	r Agency Owner (50)	Other Business Owner (34)
Manager or Supervisor (25)	Deputy Registrar Employee (23)	Other Employee (20)
Hours per week: 30		
From (date): 9/83	To (date):	Length:
Verified Hours <u>30</u> = Factor		x Points <u>50</u> = <u>2,075</u>
***************************************		
Person called:	at tel	ephone ( )
Company:		
Relationship:		
Verified experience as: Deputy Registra	r Agency Owner (50)	Other Business Owner (34)
Manager or Supervisor (25)	Deputy Registrar Employee (23)	Other Employee (20)
Hours per week:		
From (date):	To (date):	Length:
		x Points =
Person called:	at tele	ephone ( )
Company:		
Relationship:		
Verified experience as: Deputy Registral	Agency Owner (50)	Other Business Owner (34)
Manager or Supervisor (25)	Deputy Registrar Employee (23)	Other Employee (20)
Hours per week:		
From (date):	To (date):	Length:
Verified Hours = Factor	x Years	x Points =

## **BUSINESS AND EMPLOYMENT EXPERIENCE CALCULATION**

13. DEPUTY REGISTRAR AGENCY	OWI	NER	Exp	erienc	e, Form 3	.2				
ITEM AGENCY/COMPANY	Н	DURS		FACTO	R X YEARS	X	POINTS		SCORE	VERIFIED
A. Westpointe License	#	NA	=	1.0	× 41.5	Χ	50	=	2.075	
В. /	#	NA	=	1.0	Χ	Χ	50	=	1	
C.	#	NA	=	1.0	X	X	50	=		
		S	ubt	otal of	13-A, 13	-B 8	13-C	=	2.075	

14. OTHER BUSINESS OWNERSHIP Experience, Form 3.2

ITEM AGENCY/COMPANY	HOU	RS = FAC	TOR X YEA	ARS X F	POINTS	; =	SCORE	VERIFIE
A.	#	#	X	X	34	=		
Be	#	=,	Х	Х	34	=		
C.	#	=	X	X	34	=		
		Subtota	I of 14-A,	14-B 8	14-C	=		

15. SUPERVISORY / MANAGEMENT (ANY BUSINESS - INCLUDING DR) Experience, Form 3.2

ITEM AGENCY/COMPANY	HOU	RS = FAC	TOR X YEA	RS X I	POINTS	S =	SCORE	VERIFIED
A.	#	=	X	Х	25	=		
B <sub>e</sub>	#	=	X	Х	25	=		
C.	#	=	×	Х	25	=		
· · · · · · · · · · · · · · · · · · ·		Subtota	l of 15-A,	15-B 8	15-C			

Total DR, Ownership and/or Management #13-15 (Max. 100 Points) = 100

TEM AGENCY	HOU	RS = FAC	TOR X YEA	RS X	POINTS	; =	SCORE	VERIFIE
Α.	#	=	X	X	23	=		
B.	#	) <del>=</del> )	Х	Х	23	=		
C.	#	=	Х	X	23	2=		
D.	#	=	Х	Х	23	=		
	Subte	otal of 16	-A, 16-B,	16-C 8	16-D	=		

Total DR Employment Experience #16 (Max. 90 Points) =

ITEM AGENCY/COMPANY	нои	RS = FAC	CTOR X YEA	RS x I	POINTS		SCORE	VERIFIED
A.	#	=	×	Х	20	=		
B.	#	= 1	X	Х	20	=		
C.	#	=	X	X	20	2		
D.	#	=	X	×	20	2:=:		
	Subtotal of	Lines 17	7-A, 17-B,	17-C 8	17-D	=		
Total Other I		Gideler o	Section 1	11/2100	SI LEL	w1(3)	oints) =	

ENTER LARGEST OF TOTALS [13-15 (100 pts.), 16 (90 pts.), or 17 (80 pts.)] = 100

18. Form 3.3 – Customer Service Experience		
Did proposer provide acceptable list of ideas to improve customer service at a deputy registrar agency or provide an example of something done as part of a job or business to improve services for customers?	(2)	0
19. Form 3.4 – Start-Up Cost Funds On Deposit (not required for Auditors or Clerks of Cou	rts)	
A. Are funds in acceptable financial institution and verified with bank/teller stamp?	(5)	*
B. Are funds in proposer's or proposer's business name or joint with spouse?	(B)	*
20. Form 3.5 – Political Contributions Report (not required for Auditors or Clerks of Courts)		
Did proposer mark "NO" for every category, every year? (For Nonprofit Corporations, evaluate both Corporation's and CEO's Form 3.5)	(5)	*
21. Form 3.6 – Personnel Policy Summary	* PARK-0	
Does proposer agree to provide/maintain a written personnel policy covering the follow	/ing:	Γ
A. Hiring employees with deputy registrar agency experience?		
B. Equal Employment Opportunity?		
C. Employee training by the deputy registrar?		
D. Participation in BMV provided training?		
E. Evaluation of employee performance?		
F. Grounds for discipline or dismissal/termination (list) which shall include drug and alcohol use?	0	
G. Progressive disciplinary steps?	(11)	0
H. Dress code with list of acceptable attire?		
Dress code with list of unacceptable attire?	Í	
J. A policy for maintaining the professional appearance of all staff at all times?	1	
K. Fringe benefits (beyond those required by law or contract)?		
	I	-
PERSONAL EVALUATION POINTS, Page 5 (Max. 28 Points) NOTE: Score indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contract continue to the contract co	28 tingency	
Comments:		

PERSONAL EVALUATION

ок по

	Ť	PERSONAL EVALUATION	ОК	NO
22.	Fo	rm 3.7 – Security Plan Summary - Did proposer agree to provide:		
	Α.	An electronic alarm system? (Mandatory)		
	<u>B.</u>	Alarm system monitored 24 hours, off-site? (Mandatory)		
	<u>C.</u>	Alarm system reports off-site if wires cut or tampered with? (Mandatory)		
	<u>D.</u>	Adequate alarm monitored panic/hold-up buttons? (Mandatory)		
	<u>E.</u>	Motion detectors connected to alarm system? (Mandatory)		
	F,	Alarm monitored contacts on all exterior doors? (Mandatory)		
	<u>G</u> .	Alarm monitored contacts on all exterior windows? (Mandatory)		
	Н.	Video recording camera surveillance system? (Mandatory)		
	<u>l</u>	Safe or secured locking cabinet? (Mandatory)	(2)	
	J.	Secured storage room with alarm monitored contacts on door(s) and window(s), if applicable? (Mandatory)	(13)	
	K.	Cross cut shredder to be made available to destroy customer copy records? (Mandatory)		
	L.	All doors and all windows will be securely locked when license agency is closed? (Mandatory)		
	M.	Smoke, fire, and carbon monoxide detection devices (Mandatory)?		
	N.	Interior/Exterior motion activated security lights? (Suggested) – Check OK or NO	OK	NO
23.	For	m 3.8 – Facility Maintenance Plan Summary - Did proposer agree to provide:		
	Α.	Indoor/Outdoor maintenance and cleaning?	(1)	0
	B,	Prompt snow and ice removal?	Q	0
	C.	Carpet and/or floor cleaning (if appropriate)?	3	0
	D.	Repainting?	(1)	0
NOT	E: S	PERSONAL EVALUATION POINTS, Page 6 (Max. 17 Points) — core indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contract conti	17	
Comi	men	ts:		- - -
				-

		PERSONAL EVALUATION	ок	NO
24.	For	m 3.9 – Involved and Invested in Your Business		
	1.	How do you plan to manage, be responsible, and be accountable for this business at all times?	1	0
	2.	How will you ensure that all laws, rules, guidelines and procedures are followed, at all times, specifically with regard to issuing and renewing driver licenses, identification cards, and vehicle registrations?	0	0
	3.	What measures will you put in place to detect, deter, and prevent fraud?	(1)	0
	4.	The Ohio Bureau of Motor Vehicles routinely issues new and/or revised policy and procedural changes through email broadcasts to the deputy registrars. How will you ensure that policies and procedures are communicated to the staff and followed on a daily basis?	(1)	0
	5.	How will you demonstrate good leadership to your employees?	$\odot$	0
	6.	How will you maintain a high level of professionalism each day in this business?		0
	7.	How do you intend to recruit and retain high quality employees?	(1)	0
	8.	How will you provide a safe, clean, and friendly place to do business?		0
	9.	How would you deal with an irate customer?	71)	0
	10.	What training or advice do you, or will you, give to your employees for dealing with irate customers?	D	0
	11.	How will you meet the expectations of the Ohio Bureau of Motor Vehicles?	(1)	0
	12.	Why should the Ohio Bureau of Motor Vehicles consider you for a deputy registrar license agency contract?	0	0
25.	For	m 3.10(A) (B) or (C) – Affidavit of Individual, Auditor/Clerk of Courts or Nonprofit Co	rpora	tion
		Did proposer submit proper affidavit without alteration and does it appear to be complete, accurate, and truthful?	3	*
	B.	s it the affidavit duly signed and notarized?	(2)	*
26.	Lo	cal Law Enforcement Report / Articles of Incorporation (AOI)		
	Α.	No disqualifying convictions for individual / AOI for nonprofit corporation?	(3)	*
	B.	No convictions (except minor traffic) / AOI for nonprofit corporation?	(2)	0
27.		I / FBI Criminal Background (WebCheck) Report / AOI for Nonprofit Corporation disqualifying convictions for individual / AOI for nonprofit corporation?	5	0

PERSONAL EVALUATION POINTS, Page 7 (Max. 27 Points) 22

	PERSONAL EVALUATION	OK	NO
28.	Credit Report (issued in 2025) / Certificate of Good Standing for Nonprofit Corporatio *Credit Reports are not required for County Auditors and County Clerks of Courts	n	
	A. Credit report submitted contains credit score?	(2)	0
	B. No tax liens (state or federal)?	(3)	0
	C. No judgments for the past 36 months?*	(3)	0
	D. *No bankruptcy filed or trusteeship imposed for the past 36 months?	(2)	0
	E. *No other negative items (charge-offs, collections, etc.) for the past 36 months?	(2)	0
	F. *No negative items (pattern of delinquencies, etc.) for the past 60 months?	(1)	0
	* Exclude minor medical judgments and disputed items with good cause explanation.		
29.	The overall quality of this proposal is deemed to be of satisfactory or higher overall quality? (Note any deficiencies in comments area below or on page 1)	2	0
	E: Score indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contract cont	ingency	
Comr	ments:		
			_
			_
			_

# **OPERATIONAL EVALUATION (2025)**

Joseph Berkemer 25-J / 25026 Franklin County, Columbus 5332 Westpointe Plaza

FORM	DESCRIPTION	OK NO							
4.0	Operational Checklist – Maximum = 6 Points (enter points recorded on bottom of Form 4.0)	6)							
4.1	Appointment of Agency Managers								
	A. Deputy to Work at Least Twenty (20) Hours Per Week	(3)							
	Proposed Work Hours Per Week 35	(5) *							
		0							
4.0	B. Appointment of Manager and Assistant OR Acceptable Statement	(3) 0							
4.2	Experienced Employees Summary	1							
	Gave Acceptable Statement OR Provided Names	(2) 0							
4.3	Staffing and Personnel Calculation								
	A. Hours Recommended: 201 Proposed: 145	4							
	B. Work Hours and Pay Calculated Correctly	2 (0)							
	C. Meets Minimum Wage Requirement								
	(2025 Ohio Minimum Wage Rate = \$7.25 or \$10.70 Per Hour)	(1)   *							
4.4									
	A. Adequate and Accurate Personnel Costs	3 (0)							
	B. Adequate and Accurate Site Preparation Costs	(2) 0							
	C. Adequate and Accurate Rental Payments	② 0							
	D. Total Required: \$ 24,700 On Deposit (Form 3.4): \$30,095.6.	7 (5) *							
4.5	Deputy Registrar Contract								
	A. Filled Out Completely and Properly	(2) 0							
	B. Signed and Properly Notarized	(3) 0							
NOTE: Score	OPERATIONAL EVALUATION POINTS (Max. 40 Points) e indicated "*" may lead to disqualification OR contract contingency. Score "0" may lead to contra								
Comments	: 4.3, 4.4 - Total hours + total wages calculate	ed incorred							
resultino	in incorrect personnel costs Amount on de	DOS 12 15							
projecto	in incorret personnel costs. Amount on depend to cover actual start-up costs. No current les	ise option or							
	ators' signatures <u>Printed names</u>	<u>Date</u>							
(1)	The Fary Michael Farrell	2/26/25							
(0)									
(2)									

#### 3.0 PERSONAL CHECKLIST

Proposer's Full Legal Name _	Joseph	Berkever	
Proposer Number (BMV use or	ıly)		

**INSTRUCTIONS:** You must submit one original of this form and all documents listed on this form as appropriate based on your status as a proposer (individual, county auditor, clerk of courts or nonprofit corporation). Even if you are submitting more than one proposal, only one original of these forms are required. Please submit via email in accordance with the RFP instructions.

INDIVIDUAL	1	вму	COUNTY AUDITOR OR CLERK OF COURTS	1	BMV	NONPROFIT CORPORATION	1	BMV
Form 3.0 Personal Checklist (this form)	1		Form 3.0 Personal Checklist (this form)			Form 3.0 Personal Checklist (this form)		
Form 3.1 Personal Questionnaire	/		Form 3.1 Personal Questionnaire			Form 3.1 Personal Questionnaire		
Form 3.2 Business and Employment Experience	V		Forms 3.2 Business and Employment Experience			Forms 3.2 Business and Employment Experience		
Form 3.3 Customer Service Experience	V		Form 3.3 Customer Service Experience			Form 3.3 Customer Service Experience		
Form 3.4 Start-Up Cost Funds on Deposit	/		N/A	х	1	Form 3.4 Start-Up Cost Funds on Deposit		
Form 3.5 Political Contributions Report	/		N/A	х	1	Form 3.5 Political Contributions Report Nonprofit Corporation		
N/A	х	1	N/A	х	1	Form 3.5 Political Contributions Report Chief Executive Officer		
Form 3.6 Comprehensive Personnel Policy Agreement	/	V = - 1	Form 3.6 Comprehensive Personnel Policy Agreement			Form 3.6 Comprehensive Personnel Policy Agreement		
Form 3.7 Security Plan Agreement	/		Form 3.7 Security Plan Agreement			Form 3.7 Security Plan Agreement		
Form 3.8 Facility Maintenance Plan Agreement	1		Form 3.8 Facility Maintenance Plan Agreement			Form 3.8 Facility Maintenance Plan Agreement		
Form 3.9 Involved and Invested in Your Business	/		Form 3.9 Involved and Invested in Your Business			Form 3.9 Involved and Invested in Your Business		
Form 3.10(A) Affidavit of Individual	/		Form 3.10(B) Affidavit of Auditor or Clerk of Courts			Form 3.10(C) Affidavit of Nonprofit Corporation		
2025 Credit Report			N/A	х	1	2025 Certificate of Good Standing		
2025 Local Law Enforcement Report	/		2025 Local Law Enforcement Report			Articles of Incorporation		
2025 WebCheck Receipt	1		2025 WebCheck Receipt			N/A	х	1
Pre-approval Statement for \$25,000 Bond	1		Current Bond with BMV added as Additional Insured			Pre-approval Statement for \$25,000 Bond		
INDIVIDUAL	1	/	COUNTY AUDITOR OR CLERK OF COURTS			NONPROFIT CORPORATION		

## 3.1 PERSONAL QUESTIONNAIRE

	List all location numbers for which the applicant intends to submit a proposal (limit six locations). Check the box underneath if proposing the location as a second site in addition to a current agency:  25J
2.	Full legal name of proposer Joseph Berkemer
3.	Proposer's street address
	City Ohio Zip code 43228
4.	County of residence (nonprofit corporation county of operation) Franklin
5.	Daytime telephon
6.	
7.	
8.	
200	
	State Ohio Zip code 43228
	State Ohio Zip code 43228  Are you proposing as the owner of a minority business enterprise (MBE)? No Yes
9.	5.7
9.	Are you proposing as the owner of a minority business enterprise (MBE)? No Yes
9.	Are you proposing as the owner of a minority business enterprise (MBE)? No Yes  Proposer is (check one and follow instructions):  An individual person. These forms are designed to be self-explanatory for Proposers proposing as individual persons. Answer all questions as they apply to you personally. If a
9.	Are you proposing as the owner of a minority business enterprise (MBE)? No Yes  Proposer is (check one and follow instructions):  An individual person. These forms are designed to be self-explanatory for Proposers proposing as individual persons. Answer all questions as they apply to you personally. If a question does not apply to you, enter "N/A" or "Not applicable;

Form 3.1, Personal Questionnaire, Page 1 of 6 (2025)

11. A.	Are you currently serving in elective public office, other a Auditor, either by election or appointment (includes precinct co		7.
		Yes	
В.	If YES, in what elective office are you serving?		
C.	If YES, date that you plan to leave this office?		
12. A.	Are you currently running for any elective public office. (including precinct committee person)? (NPC N/A)	Yes	
В.	If YES, what office?		
13. A.	Are you currently a deputy registrar?	Yes _	No
В.	If YES, on what date does your contract expire? 6/30/2025		
C.	If YES, have you served as a deputy registrar continuously since January 1, 1992?	No	
14. A.	Is your spouse currently a deputy registrar? (NPC N/A)	Yes	No
В.	If YES, on what date does your spouse's contract expire? June 3	30 2025	
	ne following three questions, <b>extended family</b> includes your spater, father-in-law, mother-in-law, brother-in-law, sister-in-law, section of the section of	and the second s	
15. A.	Does any member of your extended family currently hold a	deputy registr	ar contract? (NPC
	N/A)	Yes	No_
В.	If YES, list their name, relationship to you, whether you shat their contract expires here:	are the same ho	ousehold, and date
N	ame Relationship Same	Household	Contract Expires
	Yes	No	
_	Yes	No	
_	Yes		
-	Yes	No	
16. A.	To the best of your knowledge, will any member of your extend submit a proposal in response to this RFP? (NPC N/A)	ded family	
		Yes	No

B. If YES, list their name, relationship to you, and wheth	her you share the same h	ousehold:
Name Relations	ship S	Same Household
	Ye	s No
7. A. Is any member of your extended family employed by Public Safety? (NPC N/A)		Ohio Department of
B. If YES, list their name, relationship to you, and the da		
		mployment Date
	<del>-</del>	
8. A. Have you completed the Political Contributions Repo		2
(NPC must submit one for NPC itself and one for its	C.E.O.) No	Yes_
B. If "NO," are you applying as a Clerk of Courts or Cou	unty Auditor? No	Yes
9. A. Are you an employee of the State of Ohio? (NPC N/A	Yes	No
B. If "YES," will you resign, if appointed?	No	Yes
0. Are you an insurance company agent, writing automobile	e insurance?	4
(NPC N/A)	Yes	No
1. Has Proposer (including NPC and proposed office manag of a crime punishable by death or imprisonment in e involving dishonesty or false statement?	ger) been convicted within excess of one year (feld	n the past ten years ony), or any crime
involving dishonesty of false statement?	Yes	
2. As of the date of this certification does Proposer compensation contributions, social security payments, or the State of Ohio or any political subdivision thereof, or t or locality within the United States?	owe any overdue tax workers' compensation	es, unemployment premiums either to
2. Teamy main the office states.	Yes	No 🗸

23.	Is Proposer willing and able, if appoint policy of business liability property day hold the Department of Public Safety, the and the Registrar of Motor Vehicles have Revised Code 4503.03(C)? (County Aug.)	image, the Dire armles	and theft insurance sate ector of Public Safety, to s upon claims for dama	isfactory to the he Bureau of M	Registrat lotor Veh	r and icles,
	( ) , , , ,			No	Yes	_
24.	Is Proposer bondable as outlined in Ohi 4501:1-6-01(B)?	o Adm	inistrative Code	No	Yes	_
25.	Please provide the following information provide educational information for the	on rega individ	arding your education. lual who will manage th	If applying as e license agency	a NPC, p business	lease
	High school diploma?			No	Yes	_
	High school name Briggs					
	Columbus Columbus	State	Ohio	Zip	4320	14
	College name Wittenberg					
	Springfield Springfield	State	Ohio	Zip	4550	)4
	Major Bus. Admin/Sociolog	ЗУ	Degree awarded 2	bachelor deg	rees	
	College name DeVry					
	Columbus	State	Ohio	Zip	4311	9
	Major_Computer Info. Systems		Degree awarded ba	chelor of sci	ence	
26.	Computer experience. Does Proposed computers? (Incumbent deputy registry nonprofit corporations, this question shall the nonprofit corporation's activities.)	ars ma	ly take credit for oper	rating BMV co	mputers.	For ed in

0	years as a deputy registrar.
	Please provide the requested information for three persons we can contact by telepho laytime business hours and who will serve as a character reference for you. Do not list solitical contacts, or employees of the Department of Public Safety (including BMV), mable to contact at least one person or that person is unable to serve as a character reference by the evaluated unfavorably. Nonprofit corporations should list references who are fan
	ease provide the requested information for three persons we can contact by telephytime business hours and who will serve as a character reference for you. Do not listlitical contacts, or employees of the Department of Public Safety (including BMV), able to contact at least one person or that person is unable to serve as a character references who are far by be evaluated unfavorably. Nonprofit corporations should list references who are far
_	
	Please provide the requested information for three persons we can contact by telephone dudaytime business hours and who will serve as a character reference for you. Do not list relate political contacts, or employees of the Department of Public Safety (including BMV). If we unable to contact at least one person or that person is unable to serve as a character reference,
	daytime business hours and who will serve as a character reference for you. Do not list relate

Form 3.1, Personal Questionnaire, Page 5 of 6 (2025)

## FORM 3.2(A) BUSINESS OWNERSHIP EXPERIENCE

**Instructions**. Please fill out one of these forms 3.2(A) for each business you have owned. Do not use this form 3.2(A) for management, supervisory, or employee experience. If you have owned more than one business, submit a separate for 3.2(A) for each business owned. *Please make additional copies of this form as necessary*.

Proposer's name J	oseph Berkemer		C	ompany nam	westp	ointe Lic	ense
Company address	5332 Westpointe	Plaza Dr.		City			
State Ohio	Zip	43228		lephone (6			00
Type of business (c	leputy registrar, retail	grocery, etc.)	dep	uty registi	rar		
Company's product	s and/or services lice	nses, ID's	and '	vehicle re	gistration	S	
BUSINESS OWNE	ER - Form of ownersh	ip (sole propr	ietor,	partner, etc.)	sole pro	prietor	
1. Federal Tax I	D Number:						
2. Percentage of	f business you owned	100	_%	Но	urs worked	weekly _	30
3. Dates you op	erated this business: I	From: month	9	year 1983	To: month	Feb. y	ear 2025
4. Is/was this bu	isiness profitable?				No	Ye	s
5. Is/was this bu	isiness your primary s	source of inco	me an	d support?	No	Ye	s
6. Do/did you d	irectly hire, evaluate,	train, and disc	cipline	e employees	? No	Ye	s
7. Do/did you d	irectly manage emplo	yees on a dail	y basi	is?	No	Ye	s
If you answe	red yes to question nu	imber 6, how	many	employees o	lo/did you r	nanage?	10
8. Have you eve	er developed a compre	ehensive busir	iess pl	lan?	No	Ye	s_ <b>/</b>
least one person to	rson, not a relative of verify this experience registrar employee, yo	e, you will n	ot rec	eive any cre	edit for it.	(If you are	a deputy
					(	)	

## 3.2(B) MANAGEMENT AND/OR SUPERVISORY EXPERIENCE

**Instructions**. Please fill out one of these forms 3.2(B) for each separate management or supervisory job you have held. Do not use this form 3.2(B) for business ownership or regular employee positions. Use a separate form 3.2(B) for each management or supervisory position that you have held. *Please make additional copies of this form as necessary*.

Proposer's name Joseph Ber	kemer		_ Company nam	e Westpo	ointe Lice	nse
Company address 5332 Wes	tpointe F	Plaza Dr.,	City	Columbu	IS	
StateOhio						0
Type of business (deputy registr						
Management/supervisory duties office manager.	I went fo	or a long stre	etch where I wa	s both the	deputy and	I the
MANAGER OR SUPERVISOR	- Job title:	self				
1. Title of position manag	er		Н	ours worke	d weekly?	40
2. Dates this position was he	ld: From: 1	month Aug	year 1995 T	o: month	Sept year	2014
3. Do/did you directly hire, e	valuate, tra	ain, and disci	pline employees?	No	Yes	V
4. Do/did you directly manag	ge/supervis	e employees	on a daily basis?	No	Yes	<u> </u>
If you answered yes to que	estion num	ber 4, how m	any employees d	lo/did you r	manage'?	12
5. Have you ever developed a	a comprehe	ensive busine	ss plan?	No	Yes	~
List at least one person, not a re- least one person to verify this e registrar or deputy registrar empl	xperience,	you will not	receive any cre-	dit for it.	If you are a	ontact at deputy
				(	)	

## 3.2(C) EMPLOYEE EXPERIENCE

**Instructions**. Please fill out one of these forms 3.2(C) for each and every separate job you have held as an employee. Do not use this form 3.2(C) for business ownership or jobs in which you had management or supervisory duties. Use a separate form 3.2(C) for each non-management and/or non-supervisory job held. *Please make additional copies of this form as necessary*.

Proposer's name Joseph Be	rkemer		Company name W	Vestside License	
Company address 4253 W. I	3road		City Col	umbus	
State Ohio	Zip	43204	_ Telephone ( 614 )	777-8100	
Type of business (deputy regist	rar, retail į	grocery, etc.	deputy registrar		
EMPLOYEE - Job title: supe	rvisor				
Hours worked weekly25	5	Job duties	inventory manageme	nt, deposit preparatio	n.
worked a terminal as ne	eded				
Dates of this employment: From	n: month	Sept ye	ear 1990 To: mon	th Feb year 19	92
Describe how and to what exter	nt <b>you pro</b>	vided high	quality customer servi	ce at this position:	
had a desk in the lobby durir	ng peak ti	mes to ans	wer questions and ve	rify documents	
List at least one person, not a r least one person to verify this registrar or deputy registrar em	experience	e, you will r	not receive any credit for	or it. (If you are a de	ct at puty
				_ ( )	

## 3.3 CUSTOMER SERVICE EXPERIENCE

**Instructions**. Please give us a list of ideas you have to improve customer service at your deputy registrar agency. You will only receive full credit if you demonstrate sufficient customer service awareness.

A. This is a list of ideas I have to improve customer service at my deputy registrar agency if I am awarded a contract (Please be specific) and/or this is an example of something I have done as part of my job or business to improve services for my customers (Please be specific):

Continue to pursue bilingual job candidates
ensure all terminals are manned at our peak times
place a staff member at a desk in the lobby to verify documents and assist with the filling out of the 5745s
we continue to let customers return the same day without waiting if they forgot a required document
continue to infor the public about the availability of the kiosk across the street if all they need are validation stickers

Form 3.3, Customer Service Experience (2025)

#### 3.5 POLITICAL CONTRIBUTIONS REPORT

#### Instructions

Instructions You must report on the following page whether you and your immediate family together gave more than \$100.00 to any political party or to certain individual candidates during any one of the last three calendar years and so far this year.

"Immediate family" means you, a spouse residing with you, and any dependent children. You must add together all contributions you, your spouse, and your dependent children made to each separate party or each separate candidate during each calendar year.

"Political party" means each separate political party and includes any political action committee (PAC) and any "continuing association" which are connected to that political party. "Political party" includes all levels of that party, federal, state, county, and local.

"Candidate" includes both the candidate and any of that candidate's campaign committees. You must report only for candidates for the following offices: Ohio governor, attorney general, secretary of state, treasurer of state, auditor of state, state senator or state representative. You are not required to report any contributions to federal, county, local, or judicial candidates.

"More than \$100.00" means any amount exceeding \$100.00, starting with \$100.01. A contribution of exactly \$100.00 or less is acceptable. Contributions include the value of any "in-kind" contributions.

County Auditors and Clerks of Court are exempt from this requirement and need not file this Report of Political Contributions.

Nonprofit Corporations must submit one report for the nonprofit corporation itself and one report for the chief executive officer (C.E.O.) who has, or will have, primary responsibility for the nonprofit corporation's operation of the deputy registrar agency. There is only one copy of this report in this package. Nonprofit corporations must make a second copy and submit one copy for the nonprofit corporation itself and one for the C.E.O. who will be responsible for the operation of the deputy registrar agency.

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		OSE	nh	Ber	ken	ner
lame:	~	000	$\sim$ 1		11011	101

Title (if officer of nonprofit corporation): n/a

(A nonprofit corporation must submit two separate reports: one for the nonprofit corporation itself, and one for its chief executive officer)

Did you and your immediate family together give more than \$100.00 to any of the following during any one of the years listed? You must place a check mark "\sqrt{"}" in the appropriate box, "yes" or "no" for each category and year separately.

RECIPIENT	JAN 1 - DEC 31 2022		JAN 1 - DEC 31 2023		JAN 1 - DEC 31 2024		2025 To Date	
	Yes	No	Yes	No	Yes	No	Yes	No
Democratic Party including PACs and Associations		~		V		~		V
Republican Party including PACs and Associations		~		~		~		~
Any other Party including PACs and Associations		~		V		~		~
Governor, Candidate and Committee		V		V		~		V
Attorney General, Candidate and Committee		~		V		~		V
Secretary of State, Candidate and Committee		V		V		~		V
Treasurer of State, Candidate and Committee		~		~		~		V
Auditor of State, Candidate and Committee		~		V		~		V
State Senator, Candidate and Committee		~		~		~		~
State Representative, Candidate and Committee		V		V		V		V

Form 3.5, Political Contributions Report (2025)

## 3.6 PERSONNEL POLICY

A comprehensive personnel policy must be readily available and presented upon request. Items needing covered within the agency's comprehensive personnel policy are listed below.

Do you agree to provide a comprehensive personnel policy, if requested, that covers the listed items?

No	Yes

# COMPREHENSIVE PERSONNEL POLICY MUST INCLUDE PROVISIONS FOR:

HIRING EMPLOYEES WITH DEPUTY REGISTRAR AGENCY EXPERIENCE
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYEE TRAINING BY THE DEPUTY REGISTRAR
PARTICIPATION IN BMV PROVIDED TRAINING
DOCUMENTED PERIODIC EMPLOYEE PERFORMANCE EVALUATIONS
(ANNUAL AT A MINIMUM)
LIST OF GROUNDS FOR DISCIPLINE OR DISMISSAL
PROGRESSIVE DISCIPLINARY ACTION
DRESS CODE WITH LISTS OF ACCEPTABLE AND UNACCEPTABLE ATTIRE
POLICY FOR MAINTAINING PROFESSIONAL APPEARANCE
FRINGE BENEFITS

#### 3.7 SECURITY PLAN SUMMARY

If you are awarded a contract, you will be required to adopt a security plan to assure that agency employees, patrons, other citizens, equipment, and consigned inventory will be protected from harm (your plan should detail how you intend to address the items listed below).

If you are awarded a contract, do you agree to provide all of the following?



ELECTRONIC ALARM SYSTEM
ALARM SYSTEM MONITORED 24 HOURS, OFF-SITE
ALARM SYSTEM REPORTS OFF-SITE IF WIRES ARE CUT OR TAMPERED
ADEQUATE ALARM MONITORED PANIC/HOLD BUTTONS
MOTION DETECTORS CONNECTED TO ALARM SYSTEM
ALARM MONITORED DOOR CONTACT ON ALL EXTERIOR DOORS
ALARM MONITORED CONTACTS ON ALL EXTERIOR WINDOWS
VIDEO RECORDING CAMERA SURVEILLANCE SYSTEM
A SAFE OR SECURE LOCKING CABINET
A SECURED STORAGE ROOM WITH ALARM MONITORED CONTACTS ON DOOR(S) AND
WINDOW(S)
A CROSS CUT SHREDDER
SECURELY LOCK ALL DOORS AND WINDOWS WHEN OUTSIDE BUSINESS HOURS
SMOKE, FIRED, AND CARBON MONOXIDE DETECTION DEVICES
INTERIOR/EXTERIOR MOTION ACTIVATED SECURITY LIGHTS

**Note:** For Deputy Provided Sites, the deputy registrar shall install and maintain an approved alarm system. At BMV Controlled Sites, either the BMV or the deputy registrar will install an approved alarm system, which will be maintained by the deputy registrar.

## 3.8 FACILITY MAINTENANCE PLAN SUMMARY

If you are awarded a contract you will be required to adopt a facility maintenance plan, including provisions for maintaining the deputy registrar agency premises. Your plan should detail how you intend to address the items listed below.

If you are awarded a contract, do you agree to be responsible for the following either on your own, through your lease or sublease, or by separate contract:

No \_\_\_\_\_Yes \_\_\_\_\_

OUTDOOR BUILDING MAINTENANCE
KEEP OUTDOOR AREA FREE OF TRASH AND DEBRIS
PROVISION TO ASSURE PROMP SNOW AND ICE REMOVAL
CLEANING INSIDE OF AGENCY INCLUDING EQUIPMENT
PROVISION FOR INSIDE/OUTSIDE MAINTENANCE
PROVISION FOR PROFESSIONAL CARPET/FLOOR CLEANING (MIN. OF ONCE A YEAR)
PROVISION FOR REPAINTING AND/OR COSMETIC UPDATES

#### 3.9 INVOLVED AND INVESTED IN YOUR BUSINESS

**Instructions:** Answer all of the following questions to the best of your ability. Please be concise and attempt to limit each answer to seventy-five (75) words or less. Include attachment(s) if more space is needed to answer any of the questions.

1.	How do you plan to manage, be responsible, and be accountable for this business at all times?
	I will continue to hire staff who have empathy for others. I live just 8 minutes down the street, so I can be at the agency in a moments notice. In addition to my hours, I have two daughters who are directly involved in the day to day operations.
2.	How will you ensure that all laws, rules, guidelines and procedures are followed, at all times, specifically with regard to issuing and renewing driver's licenses, identification cards, and vehicle registrations?
	Even though we have a seasoned staff, we will randomly audit their work to ensure we are following all applicable laws and administrative codes.
3.	What measures will you put in place to detect, deter, and prevent fraud?
	Voids are signed off on the receipt by both the clerk and the customer. We make regular use of our fraud detections tools supplied by the BMV.
4.	The Bureau of Motor Vehicles routinely issues new and/or revised policy and procedural changes
	through email broadcasts to the deputy registrars. How will you ensure that policies and procedures are communicated to the staff and followed on a daily basis?
	Emails and broadcasts will be printed, the staff will be required to sign off on them upon reading.

## 3.9 INVOLVED AND INVESTED IN YOUR BUSINESS

**Instructions:** Answer all of the following questions to the best of your ability. Please be concise and attempt to limit each answer to seventy-five (75) words or less. Include attachment(s) if more space is needed to answer any of the questions.

1.	How do you plan to manage, be responsible, and be accountable for this business at all times?
	I will continue to hire staff who have empathy for others. I live just 8 minutes down the street, so I can be at the agency in a moments notice. In addition to my hours, I have two daughters who are directly involved in the day to day operations.
2.	How will you ensure that all laws, rules, guidelines and procedures are followed, at all times, specifically with regard to issuing and renewing driver's licenses, identification cards, and vehicle registrations?
	Even though we have a seasoned staff, we will randomly audit their work to ensure we are following all applicable laws and administrative codes.
3.	What measures will you put in place to detect, deter, and prevent fraud?
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4.	The Bureau of Motor Vehicles routinely issues new and/or revised policy and procedural changes through email broadcasts to the deputy registrars. How will you ensure that policies and procedures
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4.	The Bureau of Motor Vehicles routinely issues new and/or revised policy and procedural changes through email broadcasts to the deputy registrars. How will you ensure that policies and procedures are communicated to the staff and followed on a daily basis?

5.	How will you demonstrate good leadership to your employees?
	I will make myself readily available to any staff in need of guidance. I routinely work at a terminal. By doing that, we've developed a close knit relationship. They know I am there if they need me.
_	
6.	How will you maintain a high level of professionalism each day in this business?  While adhering to all the applicable rules and regulations, I will continue to enforce a
	business-casual dress code. We follow the dress code discussed at the last round table. Conduct behind the counter will continue to be business like.
7.	How do you intend to recruit and retain high quality employees?
	We will contine to offer a competitive wage for our area. We have an employment sign in our lobby with a QR code so people can fill out an online application. We then check the list daily. As mentioned before, we will strive to hire bilingual staff.
0	
	How will you provide a safe, clean and friendly place to do business?
	Floors will be swept nightly. Mopped twice a week, more if needed. Trash will be taken out at clsing. I will provide all cleaning and restroom supplies, and well as bottled water and snacks.
9.	How would you deal with an irate customer?
	Each situation is different. I normally will let the customer plead their case before I intercede. I do
	my best to show compassion for their plight, while showing them why and how we came to our decision. The majority of people just are confused and want direction. I feel we all do a good job of de-escalating those situations.

Form 3.9, Involved and Invested in Your Business, Page 2 of 3 (2025)

10. What training or advice do you, or will you, give to your employees for dealing with irate cust	tomers?
My staff knows they are to bring me out if they cannot resolve a situation to the customer's satisfaction. We often will role play a situation after closing to re-enact an earlier isssue. By this, everyone can make their suggestions on how to best handle an irate customer.	doing
11. How will you meet the expectations of the Bureau of Motor Vehicles?	
By adhering to all applicable rules and regulation, and the requirements of the BMV contract.	
12. Why should the Bureau of Motor Vehicles consider you for a deputy registrar license agency of	contract
I've been running a deputy registrar agency for over 40 years, and seen everything at one poir another. I've personally deposited State funds on a daily basis for 4 decades. We have had m satisfied customers over my tenure. I feel I have represented the State well.	nt or lany

Form 3.9, Involved and Invested in Your Business, Page 3 of 3 (2025)

# 3.10(A) AFFIDAVIT OF INDIVIDUAL

(Not to be used by County Auditors, Clerks of Courts or Nonprofit Corporations)

County of Franklin :
State of Ohio :  I, Joseph Berkemer , being first duly sworn, depose and say that:
<ol> <li>I am submitting my proposal for appointment as deputy registrar in my own individual capacity, and not as an agent, representative, partner, or business associate of any kind whatsoever of any other person or persons;</li> </ol>
<ol> <li>If appointed, I will serve as a deputy registrar in my own individual capacity, and will not act as an agent, representative, partner, or business associate of any kind whatsoever of any other person or persons;</li> </ol>
<ol> <li>If appointed as deputy registrar, I will not assign my deputy registrar contract, in whole or in part, nor any of my deputy registrar's responsibilities to any other person or persons without the advance written consent of the Registrar;</li> </ol>
4) If appointed as a deputy registrar, I will fully comply with all requirements set forth by the Registrar. I will not serve as an office manager of any deputy registrar agency other than my own; nor will I permit any other deputy registrar, the spouse of any deputy registrar, or the parent, child, brother, or sister of any deputy registrar living in the same household as the deputy registrar to operate my deputy registrar agency, directly or indirectly. I understand that I may hire the spouse, parent, child, brother, or sister of any deputy registrar as an employee, provided that I maintain control of my deputy registrar agency;
5) To the best of my knowledge and belief, I am fully qualified to serve as a deputy registrar, and there is no provision of the Ohio Revised Code or the Ohio Administrative Code which would make me ineligible to serve as a deputy registrar; and,
6) I have caused to be prepared, have read, and take full responsibility for, all forms and documents submitted with this proposal. All information is true, accurate, and complete to the best of my knowledge and belief. This affidavit is submitted by me for the purpose of obtaining a deputy registrar contract.
Signature of proposer:  Printed/typed name of proposer: Joseph Berkemer
Timed types manie of proposer:
Sworn to and subscribed in my presence by the above named
on this day of, 2025
Notary Public NOTAFY CUBIC ORD
Thomas I walked Alaman no
Printed name of Notary Public:
My commission expires:

## 4.0 OPERATIONAL CHECKLIST

Proposer's Full Legal Name	Joseph Berkemer	
Location Number		
Proposer Number (BMV use	only)	

<u>INSTRUCTIONS</u>: You must submit one original of this form and all documents listed on this form **FOR EACH SITE YOU ARE PROPOSING**.

FORM	DESCRIPTION	X	BMV
4.0	Operational Checklist (this form)	1	
4.1	Appointment of Agency Managers	/	
4.2	Experienced Employees Summary	V	
4.3	Staffing and Personnel Costs Calculation	1	
4.4	Start-Up Costs Calculation Amount: S 24,700.00	<b>V</b>	
4.5	Deputy Registrar Contract (2 pages only)	/	

Form 4.0, Operational Checklist (2025)

## 4.1 APPOINTMENT OF AGENCY MANAGERS

Proposer's name:	Location number: 25J
(A) <u>DEPUTY REGISTRAR</u> : As deputy registrar, I agree to hours per week during the hours the agency is open to entire term of the contract. I understand that the minin is twenty (20) hours per week during the hours the agent twenty-hour requirement does not apply to County nonprofit corps., or deputy registrars operating multiple	the public for business throughout the num requirement for deputy registrars ncy is open for business. This Auditors/Clerks of Courts,
(B) OFFICE MANAGER: I understand and agree that I manother reliable person to serve as the office manager manager must be scheduled to work at the agency at I during the hours the agency is open to the public for bu  Appoint myself as the office manager and wo during the hours the agency is open to the public Appoint another reliable person to serve as the six hours per week during the hours the agency is	r for the agency, and that the office least thirty-six (36) hours per week siness. It is my intention to: ork at least thirty-six hours per week of for business.
(C) ASSISTANT OFFICE MANAGER: I understand and person to be responsible for the management of the age agency office manager during the hours the agency is on	ency in the absence of myself and the
(D) OTHER EMPLOYEES: I agree to maintain an accur manager, assistant office manager, and all other employ as my own work schedule, on file and available for it times. I also agree to notify the BMV in writing appointment of the office manager or assistant office roster complete and current.	yees and their work schedules, as well inspection by BMV employees at all immediately of any changes in the
Deputy registrar (proposer) signature	Date: 2/6/25

# 4.2 EXPERIENCED EMPLOYEES SUMMARY

Prop	oser's na	Joseph Berkemer me:	Location number: 25J
(A)	registrar effort to deputy	EXPERIENCED EMPLOYEES. I certify that a under contract with the Registrar of Motor Vehicle hire and retain qualified employees who have registrar agency. I agree to make bona fide offers and under comparable conditions to their most receive.	les, I will make every good faith elevant experience working in a s of employment at comparable
(B)	<u>CHECK</u>	WHICHEVER APPLIES:	
		I HAVE NOT BEEN A DEPUTY REGISTRA EMPLOYEE. I have not yet identified any pre relevant deputy registrar experience. However, if every reasonable effort to identify and hire, if possible relevant experience working in a deputy recontact any deputy registrar employees until a contract.  I AM OR HAVE BEEN A DEPUTY REGISTRA EMPLOYEE. I have identified the following persent of their present employment at comparable wages at to their present employment. (A deputy registrar registrar employment experience may list himself	awarded a contract, I will make ssible, qualified employees who registrar agency. Please do not after you have been awarded a AR OR DEPUTY REGISTRAR ons to whom I will make a bona and under comparable conditions or a proposer who has deputy
(C)	I under	stand that failure to hire properly qualified and sees is grounds to withhold or terminate my deputy re	d experienced deputy registrar egistrar contract.
		Berlin	Date:2/6/25
Dep	uty registr	rar (proposer) signature	

Form 4.2, Experienced Employees Summary (2025)

### 4.3 STAFFING AND PERSONNEL CALCULATION

Proposer's name:	Joseph Berkemer	L	ocation number:	25J

<u>Instructions</u>. Use this form to project the number of hours the deputy registrar, office manager, assistant office manager, and all other experienced (if known) and/or new hire employees will work, the projected hourly wages paid, and the weekly and monthly payroll costs.

The deputy registrar shall be regularly scheduled and on duty at the license agency at least twenty (20) hours per week, during regular business hours. This twenty-hour requirement does not apply to nonprofit corps., county auditors/clerks of court, or deputy registrars operating multiple locations (assessed as received). The deputy registrar shall appoint a full-time office manager, who shall be either the deputy registrar or a full-time employee with responsibility for management of the agency. The office manager shall be regularly scheduled, and shall work at least thirty-six (36) hours per week during regular business hours. The deputy registrar shall also designate an assistant office manager who shall supervise the agency in the absence of the deputy registrar and the full-time office manager.

The projected total weekly work hours for the deputy registrar and all employees should equal or exceed the minimum staffing recommended for the Class Size Agency as prescribed in the Agency Specifications.

In accordance with the standards established by the Unites States Department of Labor, Wage and Hour Division; Ohio Constitution; and Ohio Department of Commerce; all license agency employees must be paid at least the current minimum wage rate of \$7.25 per hour by businesses with gross receipts of less than \$394,000 per year and \$10.70 per hour by businesses with gross receipts of \$394,000 or more per year.

The deputy registrar need not list any salary or wages for the deputy's own service as deputy registrar or as the office manager.

Caution. For deputy registrars who also serve as the office manager, be careful not to duplicate hours worked.

EMPLOYMENT POSITION	PROJECTED HOURS PER WEEK	PROJECTED HOURLY RATE	PROJECTED WEEKLY PAY	PROJECTED MONTHLY PAY (weekly x 4)
Deputy Registrar	35.00	N/A	N/A	N/A
Office Manager (leave blank if the Deputy Registrar is also the Office Manager)	30.00	\$ 20.00	\$ 600.00	\$ 2,400.00
Assistant Office Manager	35.00	\$ 16.00	\$ 560.00	\$ 2,240.00
Experienced Employees Total Number (combine Full-time & Part-time) = 7	25.00	\$ 15.00	\$ 2,625.00	\$ 10,500.00
New Hire Employees Total Number (combine Full-time & Part-time) =2	20.00	\$ 14.00	\$ 280.00	\$ 560.00
TOTAL	S 110.00	N/A	\$ 3,565.00	\$ 15,700.00

Form 4.3, Staffing and Personnel Calculation (2025)

## 4.4 START-UP COSTS CALCULATION

Propos	ser's n	ame:	Joseph Berkemer	Location r	25J number:
costs o	of beg	inning	is form is to assure the BMV g a deputy registrar business. s to cover your personnel, site	We need to know t	that you have enough
1.	PEI	RSO	NNEL COSTS (FOUR V	WEEKS)	
	Use	Form	4.3 to calculate four (4) week	s' personnel costs for	this location.
				S	15700
2.	SIT	E PR	REPARATION COSTS	(AMORTIZED)	
	A.	costs	is is a Deputy Provided Site you will need to spend to trar agency in each of the follow	prepare the building	
		1.	Building Modifications	\$	_
		2.	Counter Costs	\$ 0	_
		3.	Other Costs	\$ <u>0</u>	_
		4.	Total	\$ 0	
			l amortized over 60 month coide line 4 by 60)	ontract period = S	<u> </u>
	В.	Agen	is is a BMV Controlled Site acy Specifications for this look the Agency Specifications.	cation. Do not char	nge the information
				S	
3.	AG	ENC	Y RENTAL PAYMENT	TS (3 MONTHS)	
	A.		is is a Deputy Provided Site or lease this site.	e, enter the actual am	nount you will pay to
	В		is is a BMV Controlled Sincy Specifications for this site		
		One	month's rent: \$\\\ 3000	x 3 = \$	9000
TOTA	[four	week prepar	ET-UP COSTS  s' personnel costs, plus one neration costs (2.A total amound Site amount), plus three mon	int or 2.B BMV	24700

#### STATE OF OHIO

# DEPARTMENT OF PUBLIC SAFETY

#### BUREAU OF MOTOR VEHICLES

#### **DEPUTY REGISTRAR CONTRACT – 2025**

9					Ohio 43223-1102 and
Joseph Berkeme	er			, (deput	ty registrar, herein) whose
home mailing ac	ldress is				
(City)			Ohio (Zip	43228	, to operate a deputy
registrar agency	, Location	n No. 25J		, to be	e located as follows: in the
State of Ohio, C		Franklin			
City/Village/Township (indicate which		dicate which)	city	of	Columbus
Street address:	5332 We	stpointe Plaza D	r.		
(City) Columbu	S		, Ohio	(Zip) 4322	8

WHEREAS, the Registrar of Motor Vehicles, pursuant to section 4503.03, section 4507.01, and other applicable sections of the Ohio Revised Code, wishes to appoint and contract the above named person as deputy registrar for the above referenced location;

WHEREAS, the above named deputy registrar wishes to accept this appointment and contract as deputy registrar;

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- The Registrar hereby appoints the above named person as a deputy registrar subject to the 2025 Deputy Registrar Contract Terms and Conditions which are incorporated herein by reference;
- The above named person hereby accepts appointment as a deputy registrar subject to the 2025 Deputy Registrar Contract Terms and Conditions incorporated herein by reference;
- The term of this appointment and contract shall begin on the 29<sup>th</sup> day of June, 2025, and shall end on the 29<sup>th</sup> day of June, 2030, unless otherwise terminated as provided herein;

Form 4.5, Deputy Registrar Contract (2025)

4. The deputy registrar is appointed and accepts appointment in the capacity of [state whether: "an individual," "County Auditor for (specify county)," "Clerk of Courts for (specify county)," or "a nonprofit corporation"]:  individual
5. The Deputy Registrar certifies that he or she has read, understands, and hereby agrees to all of the 2025 Deputy Registrar Contract Terms and Conditions incorporated herein.
Lesken 2/6/25
Deputy Registrar signature Date
STATE OF OHIO :
COUNTY OF Franklin:
Before me, a notary public in and for said county and state, personally appeared the above
named Joseph Berkemer, who acknowledged that he or she did
sign the foregoing instrument and that the same is his or her free act and deed.
IN WITNESS WHEREOF I have hereunto set my hand and official seal, this day  of, 2025.  NOTARY PUBLIC
Printed name of Notary Public: Namen Hichey - Cylmonia
My commission Expires:
STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY BUREAU OF MOTOR VEHICLES
BY: REGISTRAR OF MOTOR VEHICLES
Done at Columbus, Ohio, on

### 5.0 DEPUTY PROVIDED SITE CHECKLIST

Proposer's Full Legal Name Joseph Berkemer	
Location Number 25J	
Proposed Site Address 5332 Westpointe Plaza Dr.	
Proposer's Telephone Number (number where BMV staff can reach you) (614)	
Proposal Number (BMV use only)	

<u>INSTRUCTIONS</u>: You must submit one original of this form and all documents listed on this form **FOR EACH LOCATION YOU ARE PROPOSING**. If you fail to submit a complete set of originals **FOR EACH LOCATION**, you will not be evaluated for those locations.

ATTENTION: Proposers applying for contracts at existing license agency locations designated as Deputy Provided Sites are not required to complete and submit all Section 5 forms if the site was approved under a previous RFP and if there have been no changes to the site since the last contract was approved and signed. Under this license agency site provision, form 5.0, page one (1) of form 5.1, and form 5.3 must be completed and submitted with all other required forms and documents.

FORM	DESCRIPTION	1	BMV
5.0	Deputy Provided Site Checklist (this form)		
5.1	Site Questionnaire (page 1 only if proposing existing license agency site)		
5.2	ADA Checklist (leave blank if proposing existing license agency site)		
5.3	Lease Option (required for all proposers, which includes incumbent deputy registrars)  – filled out, including complete address		
	- signed and notarized		
5.4	Proximity Attachment [for "Proximity" sites only] (leave blank if proposing existing license agency site)	/	
Proposer provided	Site Plan (leave blank if proposing existing license agency site)	/	
	<ul> <li>with 8½ x 11-inch formatting (SUBMITTED ELECTRONICALLY)</li> <li>with complete dimensions</li> </ul>		
Proposer provided	Counter Plan (leave blank if proposing existing license agency site)  - with 8½ x 11-inch formatting (SUBMITTED ELECTRONICALLY)  - with complete dimensions		
Proposer provided	Map (leave blank if proposing existing license agency site)	/	
	- with site clearly marked		

Form 5.0, Deputy Provided Site Checklist (2025)

# **5.1 SITE QUESTIONNAIRE**

1.	Location Number for which you are proposing (from Agency Specifications): 25J					
	Street address of site 5332 Westpointe Plaza Dr.					
	City	Columbus	_, Ohio, Zip Code	43228		
2.	Is th	he site you are proposing currently in operation as a deputy re				
			No	Yes		
3.	Do	you intend to perform construction or remodeling to prepare uty registrar contract?	this site for operati	on under a new		
	аср	aty registral contract:	No	Yes		
4.		you applying for a contract at an existing license agency site approved under a previous contract?	that			
	11 43	approved under a previous contract:	No	Yes		
5.	A.	If you answered "No" to question number 4, skip to question information required for this form (5.1) and the remainder of	n number 7, and conf Section 5 forms 5	nplete the 2 through 5.4.		
	B.	If you answered "Yes" to question number 4, have there been (interior and/or exterior to include parking areas, path of tray with disabilities, and signage)?				
		and organize).	No _	Yes		
6.	A.	If you answered "No" to question number 5, please print an for compliance with Section Five (5) requirements for this Fremainder of your required proposal documents.	nd submit this along RFP and include it w	with form 5.3 with the		
	B.	If you answered "Yes" to question number 5, list the site charapecific with the description(s) of any changes that have been supporting documentation and attachments if needed, then stalong with any other documentation and attachments for conrequirements for this REP and include it with all other requirements.	n made. Include add op here. Print and s apliance with Section	litional ubmit this page on 5		

Answer all questions for the proposed facility as it now exists. If the site as it now exists is deficient in any respect, list in the spaces provided all improvements the landlord or you will make if you are awarded a deputy registrar contract. Be specific. You may use the possible solutions noted on this form or you may propose your own solutions. If the proposed facility is under construction, answer all questions regarding the facility after completion in accordance with the construction plans. If any question clearly does not apply, mark it "Not Applicable" or "N/A."

1. ACCESSIBLE ENTRANCE. People with disabilities should be able to arrive at a parking space accessible to persons with disabilities on the site, approach the building, and enter the building as

	freely as everyone else. At least one path of travel should be safe and including people with disabilities. "Accessible space" means a parking Americans with Disabilities (ADA) requirements for disability (formerly "Accessible entrance" means an entrance to a building which meets ADA by persons with disabilities, including persons who are in wheelchairs.	g space w "Handicap	hich meets all pped") parking.
	A. Is there a path of travel from the disability accessible parking space to the agency entrance that does not require the use of stairs?	No	Yes V
	B. Is the path of travel stable, firm, and slip-resistant?	No	Yes
	C. Except for curb cuts, is the path at least 36 inches wide?	No	Yes
	D. Do curbs on the pathway have curb cuts at least 32 inches wide at all necessary points?	No	Yes <b>/</b> _
	If the answer is "no" to any of these questions, list specific improvements ware awarded a contract. Possible solutions include, but are not limited to, an alternative path of travel, repairing surfaces, widening the pathway, instant	adding a ra	amp, designing
	Improvements to be made:		
	A		
	В		
	C		
	D		
2.	<b>RAMPS</b> . Are ramps necessary to permit wheelchair access?	Yes	No
	If "yes" complete the following information. If "no," skip forward to Areas," next page.	"Parking	and Drop-Off
	A. Are the slopes of ramps no greater than 1:12?	No	Yes
	Slope is given as a ratio of the height to length. 1:12 means for every of the ramp, the height increases one inch. For a 1:12 maximum slope length is needed for each inch of height.		***
	B. Do all ramps longer than six (6) feet have railings on both sides?	No	Yes

C. A	Are railings sturdy, and between 34 and 38 inches high?	No	Yes
D. I	s the width between railings at least 36 inches?	No	Yes
E. 7	Are ramps non-slip?	No	Yes
ł	s there a 5-foot-long level landing at the top of the ramp, at the pottom of the ramp, at switchbacks, if any, and at every 30-foot norizontal length of ramp?	No	Yes
7	The ramp should rise no more than 30 inches between landings.		
which leng	mps are necessary, and the answer is "no" to any of these questions, list the will be made if you are awarded a contract. Possible solutions include thening ramp to decrease slope, relocating ramp, rebuilding ramp, addirecting sting railings, adding non-slip surface materials, etc.	, but are no	ot limited to,
I	mprovements to be made:		
A			
D			
E			
acce	<b>RKING AND DROP-OFF AREAS</b> . Are an adequate number of ssible parking spaces available (8 feet wide for car plus 5-foot striped ss aisle)?	No	Yes _
	guidance in determining the appropriate number to designate, the table irements for new construction and alterations.	below giv	es the ADA
S	Total pacesAccessible pacesTotal spacesAccessible spacesTotal spacesAccessible spacesTotal spacesAccessible spaces1 to 251 space26 to 502 spaces51 to 753 spaces	Total spaces 76 to 100	Accessible 4 spaces
	Are 16-foot wide spaces, with 98 inches of vertical clearance, Available for lift-equipped vans?	No	Yes _
1	At least one of every 8 accessible spaces must be van-accessible.		
В. д	Are the accessible spaces closest to the accessible entrance?	No	Yes _
	Are the accessible spaces marked with the International Symbol of Accessibility (standard disability parking sign)?	No	Yes 🗸

3.

If the answer is "no" to any of these questions, list specific improvements which will be made if you are awarded a contract. Possible solutions include, but are not limited to, reconfiguring spaces by repainting stripes, moving the spaces, adding proper signs, etc.

		Improvements to be made:			
	Α.				
	В.				
	pa	ter improvements, if any, have been made, how far will it be between the space to the nearest accessible building or mall entrance using eelchair can safely travel?  Measurement	the most	direct 1	ath a
		the nearest accessible space within two hundred (200) feet of the cessible entrance?	No	_ Yes	~
		the nearest accessible space within one hundred (100) feet of the ressible entrance?	No	_ Yes	~
4.		<b>TRANCE</b> . If there are stairs at the main entrance, is there also a np or lift, or is there an alternative accessible entrance?	No 🗸	_ Yes	
	A.	Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?	No	_ Yes .	~
	В.	Can the accessible entrance be used independently?	No	Yes	~
	C.	Does entrance door have at least 32 inches clear opening (for double door, at least one 32-inch leaf)?	No	_ Yes	~
	D.	Is there at least 18 inches of clear wall space on the pull side of the door, next to the handle?	No	_ Yes	~
		A person using a wheelchair needs this space to get close enough to ope	n the door		
	E.	Is the threshold level (less than 1/4 inch high) or beveled, up to 1/2 inch high?	No	_ Yes	~
	F.	Are doormats 1/2 inch high or less with beveled or secured edges?	No	_ Yes	~
	G.	Is the door handle no higher than 48 inches and operable with a closed fist?	No	_ Yes	~
		(The "closed fist" test for handles and controls: Try opening the door using only one hand, held in a fist. If you can do it, so can a person whe her hands.)			

If the answer is "no" to any of these questions, list specific improvements which will be made if you are awarded a contract. Possible solutions include, but are not limited to repair, replacement, or removal of any fixtures or materials creating obstacles.

		Improvements to be made:			
	A.				
	G.				
5.	sho is	CCESS TO ALL DEPUTY REGISTRAR SERVICES. Ideally, the buld allow people with disabilities to obtain goods or services without specinot possible to provide full accessibility, assistance or alternative services request.	ial assistan	ce. W	here it
	A.	Does the accessible entrance provide direct access to the main floor, lobby, or elevator?	No	Yes	~
	В.	Are all public spaces on an accessible path of travel?	No	Yes	~
	C.	Is the accessible route to all public spaces and services at least 36 inches wide (except for interior doors)?	No	Yes	~
	D.	Are the aisles between chairs or tables at least 36 inches wide?	No	Yes	~
	E.	Are there spaces for wheelchair seating distributed throughout?	No	Yes	V
	F.	Do interior doors into public spaces have at least a 32-inch clear opening?	No	Yes	~
	G.	On the pull side of interior doors, next to the handle, is there at least 18 inches of clear wall space so that a person using a wheelchair can get close enough to open the door?	No	Yes	~
	Н.	Can doors be opened without too much force?	No		
	I.	Are door handles 48 inches high or less and operable with a closed fist?	No		174
	J.	Are all interior thresholds, if any, level (less than 1/4 inch high), or beveled, up to 1/2 inch high?	No		
	K.	Is carpeting, if any, low-pile, tightly woven, and securely attached along edges?	No	Yes	~

If the answer is "no" to any of these questions, list specific improvements which will be made if you are awarded a contract. Possible solutions include, but are not limited to repair, replacement, or removal of any fixtures or materials creating obstacles.

	improvements to be made:			
A.				
D.				
E.				
G.				
Η.				
K.				
	CATS, TABLES & COUNTERS			
A.	Are the aisles between fixed seating (other than assembly area seating) at least 36 inches wide?	No	Yes _	,
В.	Is the top of the ADA table or counter between 28 and 34 inches high?	No	_ Yes _	~
C.	Are knee spaces at accessible tables at least 27 inches clearance height, 30 inches wide, and 19 inches deep?	No	_ Yes _	,
are	the answer is "no" to any of these questions, list specific improvements we awarded a contract. Possible solutions include, but are not limited to moval of any fixtures or materials creating obstacles.	hich will l repair, re	be made in	f you nt, or
	Improvements to be made:			
Α.				
	ESTROOM USAGE. Restrooms should be accessible to people with disa	bilities.		
A.	Is there currently a restroom available for use by the customers of the agency?		Yes	
В.	Is at least one restroom (either one for each sex, or unisex) fully ADA accessible?	No	Yes	~

6.

C.	Is there adequate signage identifying the ADA restroom(s)?	No	Yes	~
D.	Is the doorway of the ADA restroom at least 32 inches clear?	No		
E.	Are doors to the ADA restroom(s) equipped with accessible handles (operable with a closed fist), 48 inches high or less?	No		
F.	Can doors to the ADA restroom(s) be opened easily (5-pound maximum force)?	No	Yes	~
G.	Does the entry configuration to the ADA restroom(s) provide adequate maneuvering space for a person using a wheelchair?	No	Yes	~
Н.	Is there a 36-inch-wide path to all fixtures in the ADA restroom(s)?	No	Yes	V
are	he answer is "no" to any of these questions, list specific improvements whawarded a contract. Possible solutions include, but are not limited to noval of any fixtures or materials creating obstacles.	nich will be repair, rep	made laceme	if you ent, or
	Improvements to be made:			
A				
В				
C				
E				
F				
G.				
Н				
	ALLS. The following questions apply to ADA restroom(s).			
A.	Is the stall door operable with a closed fist, inside and out?	No	Yes	V
В.	Is there a wheelchair-accessible stall that has an area of at least 5 feet by 5 feet, clear of the door swing, OR is there a stall that is less accessible but that provides greater access than a typical stall (either 36 by 69 inches or 48 by 69 inches)?	No		
C.	In the accessible stall, are there grab bars behind and on the side wall nearest to the toilet?			
D.	Is the toilet seat 17 to 19 inches high?	No	Yes _	V
TC A				

If the answer is "no" to any of these questions, list specific improvements which will be made if you are awarded a contract. Possible solutions include, but are not limited to repair, replacement, or removal of any fixtures or materials creating obstacles.

Im	provements to be made:			
Α.				
В.				
C.,				
D.				
LA	<b>AVATORIES.</b> The following questions apply to ADA restroom(s).			
A.	Does one lavatory have a 30-inch-wide by 48-inch-deep clear space in front?	No	_ Yes _	~
В.	A maximum of 19 inches of the required depth may be under the lavatory.	No	Yes .	~
C.	Is the lavatory rim no higher than 34 inches?	No	Yes	~
D.	Is there at least 29 inches from the floor to the bottom of the lavatory apron (excluding pipes)?	No	_ Yes _	~
Ε.	Can the faucet be operated with one closed fist?	No	Yes	~
F.	Are soap and other dispensers and hand dryers within reach ranges and usable with one closed fist?	No	Yes	~
G.	Is the mirror mounted with the bottom edge of the reflecting surface 40 inches high or lower?	No	Yes	~
are	the answer is "no" to any of these questions, list specific improvements who awarded a contract. Possible solutions include, but are not limited to noval of any fixtures or materials creating obstacles.	ich will be repair, rep	e made :	if you nt, or
	Improvements to be made:			
Α.				
В				
C	8			
F				

#### 5.3 LEASE OPTION

1.	I (we)(owners' comp			
	of (owners' complet			
	City		, State	, Zip
				is hereby acknowledged, this OPTION
	TO LEASE the	following described	property located	in the State of Ohio, County of
	1		, (state wh	ether city, village or township)
		of		and commonly known as:
	(property's address)	5332 Westpo	inte Plaza	Dr.
	Suite	<sub>City</sub> Columl	ous	, Ohio, Zip 43228
	to (proposer's name)	Joseph Berke	emer	
	of (proposer's address			
	City			, Ohio, Zip 43228
	for the operation o			tract with the Ohio Bureau of Motor
	Vehicles, and for no	other purpose.		
2.	THE TERM OF TH	E LEASE, if executed	shall begin no la	ater than the 20th day of June 2025 and

- THE TERM OF THE LEASE, if executed, shall begin no later than the 29th day of June, 2025 and shall not terminate before the 29th of June, 2030.
- 3. THE TERM OF THIS LEASE OPTION shall begin on the date of its execution (signing) below and shall be held open until the 31st day of May, 2025.
- 4. THE PARTIES AGREE AS FOLLOWS:
  - A. The owners may, in their sole discretion, grant a similar lease option to operate a deputy registrar agency for the stated period of time to more than one proposer, provided that the premises are not subject to an existing lease for any portion of the term of lease as specified in paragraph 2, above.
  - B. If the owners have granted or hereafter grant an option to the same described real estate to another person or entity for the operation of a deputy registrar agency it is understood and agreed by owners and proposer that only the option granted to the person or entity awarded a contract by the Ohio Bureau of Motor Vehicles shall be entitled to exercise the relevant option.

- C. Except as provided in paragraphs 4(A) and (B), above, the owners shall not grant an option, lease, or rental agreement to any other person during the term of this lease option specified in paragraph 3, above.
- D. The lease under this option shall be on any terms as owners and optionee agree to contemporaneously with the granting of this option, provided that no such term shall be inconsistent with this lease option. Said terms, if any, are incorporated herein.

Owner(s)' signature(s):
Owner(s)' printed name(s):
STATE OF:  COUNTY OF:
The foregoing instrument was acknowledged before me on this day o
Notary Public  Printed name of Notary Public:
My commission expires on
I hereby accept this option.

Date

Optionee signature, Deputy Registrar Proposer

Form 5.3, Lease Option, Page 2 of 2 (2025)

07/01/2023 - 06/30/2024 07/01/2024 - 06/30/2025	\$35,000.00 \$37,500.00	\$2,916.67 \$3,125.00	\$14.00 \$15.00
Third Extended Term 07/01/2025 - 06/30/2030	\$46,250.00	\$2 954 17	\$19.50
0110112025 0013012030	340,230.00	\$3,854.17	\$18.50

Additional Rent. Effective as of the Relocation Rent Date, Sections 1.01(N) and 1.01(O) of the Lease shall be deleted in their entirety and replaced with the following:

- "(N) <u>BASE REAL ESTATE TAX COST (Section 7.02)</u>: \$3.15 per square foot of gross leasable floor area of the Premises annually (\$656.25 per month), subject to adjustment as set forth in Section 7.02.
- (O) <u>BASE INSURANCE COST (Section 9.02)</u>: \$0.35 per square foot of gross leasable floor area of the Premises annually (\$72.92 per month), subject to adjustment as set forth in Section 9.02."

Notwithstanding any provision of the Lease to the contrary, effective as of the Relocation Rent Date, Tenant's Common Area Maintenance Cost shall be modified to be a fixed amount subject to annual increases as set forth herein and Section 1.01(M) shall be deleted in its entirety and replaced by the following:

"(M) FIXED COMMON AREA MAINTENANCE COST (Section 8.05): Fixed at \$3.20 per square foot of GLA of the Premises for calendar year 2021 (\$666.67 per month), with annual increases of three percent (3%) per annum commencing as of January 1, 2022."

Effective as of the Relocation Premises Delivery Date, Sections 8.05 and 8.06 of the Lease are hereby deleted in their entirety and replaced with the following new Section 8.05:

#### "SECTION 8.05. Common Area Maintenance Costs.

To reimburse Landlord for the cost of maintaining, equipping, repairing, replacing and otherwise managing the Common Areas of the Shopping Center (collectively, "Common Area Maintenance Costs"), Tenant shall pay to Landlord for each calendar year, or portion thereof, included in the remainder of the Term of the Lease, on the first day of each calendar month, as Additional Rent, an amount equal to Tenant's CAM Contribution. Tenant's "CAM Contribution" shall mean, with respect to each remaining month of calendar year 2021, the initial monthly amount specified in Section 1.01(M), and, thereafter, during each subsequent calendar year of the Term, an amount equal to the product obtained by multiplying Tenant's CAM Contribution for the previous calendar year (on an annualized basis) by one hundred three percent (103%). As Tenant's CAM Contribution is a pre-determined amount hereunder, Tenant shall have no express or implied right to examine, inspect or audit Landlord's books and records pertaining to Common Area Maintenance Costs."

<u>Tenant's Maintenance Obligations</u>. Notwithstanding any provision of the Lease to the contrary, following the Surrender Date, Sections 10.01 and 10.02 of the Lease are hereby deleted in their entirety and replaced with the following new Sections 10.01 and 10.02:

#### "SECTION 10.01. Tenant's Maintenance Obligations.

Except as otherwise specifically stated herein, Tenant shall, in a good and workmanlike manner, maintain and make all necessary repairs and replacements to the Premises; the heating, ventilating and air conditioning units and systems (the "HVAC"), sprinkler, electrical, plumbing and sewer systems, grease guards and grease traps exclusively serving the Premises or located within the Premises; interior and exterior doors, ASTO

#### FOURTH LEASE MODIFICATION AGREEMENT

#### Recitals

- A. Landlord and Tenant entered into that certain Lease Agreement, dated December 13, 2011, as modified by that certain First Lease Modification Agreement, dated February 13, 2015, as assigned and modified by that certain Assignment, Assumption and Second Lease Modification Agreement, dated June 1, 2015, and as assigned and modified by that certain Assignment, Assumption and Third Lease Modification Agreement, dated July 15, 2020 (collectively, the "Lease"), for those certain premises consisting of approximately 1,157 square feet designated as Storeroom Number 01060 and having an address of 5287 Westpointe Plaza Drive, Columbus, Ohio 43228 (the "Original Premises"), which Original Premises are situated within the WestPointe Plaza Shopping Center ("Shopping Center") located in the City of Columbus, County of Franklin and State of Ohio.
  - B. The current Term of the Lease expires June 30, 2025.
- C. Tenant wishes to relocate to another location within the Shopping Center at Tenant's sole cost and expense and Landlord has agreed to such relocation on the terms set forth herein.
- D. Landlord and Tenant mutually intend and desire to modify the Lease on and subject to the terms and conditions hereinafter set forth.

#### Agreement

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Modifications. As of the Effective Date, the Lease is modified as follows:
  - a. <u>Recitals and Definitions</u>. Landlord and Tenant incorporate the above recitals into this Agreement and affirm such recitals are true and correct. All capitalized terms used in this Agreement, unless specifically defined herein, have the same meanings attributed to them in the Lease.
  - b. <u>Relocation of Premises</u>. Subject to all the terms and conditions of this Agreement, Landlord and Tenant agree that Tenant shall relocate its business in the Shopping Center to the premises identified on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (said premises, the "Relocation Premises"). The Relocation Premises is designated as Storeroom Number 02020 in the Shopping Center containing approximately 2,500 square feet of GLA and having an address of 5332 Westpointe Plaza Drive, Columbus, Ohio 43228.

Tenant will accept the Relocation Premises on the Relocation Premises Delivery Date (hereinafter defined) "AS IS, WHERE IS." Tenant agrees and acknowledges that Landlord is not performing any work in the Relocation Premises and Tenant shall be solely responsible for all costs associated with moving its furniture, fixtures, personal property and inventory to the Relocation Premises. The "Relocation Premises Delivery Date" shall be the date on which the Landlord's Existing Tenant Contingency (as defined in this Section 1(b)) is satisfied and Landlord notifies Tenant that the Relocation Premises is available to Tenant. Tenant shall be responsible for obtaining all required permits and for the construction of any and all work ("Tenant's Relocation Work") necessary in order to prepare the Relocation Premises for Tenant's Permitted Use in accordance with the Lease,

CASTO