



CITY OF KETTERING

DONALD E. PATTERSON, MAYOR • BILL LAUTAR, VICE MAYOR
BRUCE E. DUKE • JACQUE FISHER • TONY KLEPACZ • ROB SCOTT • JOSEPH D. WANAMAKER

KETTERING COUNCIL AGENDA

August 14, 2018

Kettering Government Center – South Building
3600 Shroyer Rd. Kettering, Ohio 45429

6:00 P.M. **WORKSHOP** Kettering Room
7:30 P.M. **REGULAR MEETING** Council Chambers

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

July 24, 2018 - Council Meeting & Workshop Minutes

PROCLAMATIONS, SPECIAL PRESENTATIONS, AWARDS, SPECIAL RESOLUTIONS, APPOINTMENTS TO BOARDS AND COMMISSION

Appointment	Property Maintenance Board- Marybeth Rutledge (Term ending 12/31/19)
Appointment	Property Maintenance Board- Patricia Cavanaugh (Term ending 12/31/19)
Appointment	Board of Zoning Appeals- Thomas Schwab (Term ending 12/31/19)
Presentation	Award of Merit- Kettering Leadership Academy
Presentation	Montgomery County Board of Elections
Presentation	Sister Cities Youth Trip Follow-up

PUBLIC HEARINGS

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

RESOLUTIONS

1. Authorizing the City Manager to accept a grant from the Ohio Arts Council.
2. To amend Resolution No.10162-18.
3. Declaring as "surplus" and approving an agreement to sell city-owned property located in Miami Valley Research Park.
4. Authorizing the City Manager to enter into an Economic Development Incentive Grant agreement with Community Blood Center.
5. To make supplemental appropriations for current expenses and other expenditures of the City of Kettering, State of Ohio, during the fiscal year ending December 31, 2018.

ORDINANCES IN FIRST READING

CERTIFICATIONS AND PETITIONS

Certification- Planning Commission recommends approval of P.C. 18-015- Request for Zoning District Map Amendment to reclassify land from R-1 Suburban Residence to I-Industrial Designation. A public hearing on this request will be held on Tuesday, August 28, 2018 at the Kettering City Council meeting.

MANAGER'S REPORT/COMMUNITY UPDATE

OTHER BUSINESS NOT ON WRITTEN AGENDA

Audience Participation (5 Minute Limit per Speaker)

CITY COUNCIL REPORT/UPDATE

The City of Kettering invites people with disabilities to enjoy our programs, services, parks, and facilities. Contact Anna Breidenbach at anna.breidenbach@ketteringoh.org or call 296-2439 for more information about our accessibility, inclusion, and special programs initiatives. For TTY assistance, contact Ohio Relay Service at 800-750-0750.

KETTERING CITY CALENDAR
2018

August 14	4:00 p.m. 6:00 p.m. 7:30 p.m.	Partners for Healthy Youth Council Workshop City Council Meeting
August 15	8:00 a.m.	Volunteer Advisory Council
August 20	7:00 p.m. 7:00 p.m.	Planning Commission Board of Community Relations
August 27	7:00 p.m. 7:30 p.m.	Board of Zoning Appeals Sister Cities
August 28	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting
September 3	All Day	Government Center Closed- Labor Day

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ACCEPT A
GRANT FROM THE OHIO ARTS COUNCIL**

WHEREAS, the City has previously applied for a grant from the Ohio Arts Council; and

WHEREAS, the City's grant application has been approved in the amount of \$21,400.00;
and

WHEREAS, said Grant funds will be used for general operating support of Rosewood
Arts Centre programs between July 1, 2018 and June 30, 2019;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of
Ohio, that:

Section 1. The City Manager is hereby authorized, on behalf of the City of Kettering, to
take all necessary and proper action to accept the above-described grant from the Ohio
Arts Council. Furthermore, this Council hereby affirms all matters and statements
included in the grant application.

Section 2. This Resolution shall take full force and effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2018.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III,
Law Director

Estimated Cost: \$21,400.00
Amount Budgeted: \$21,400.00
Acct. No.: 2441

(Requested by: Parks, Recreation and Cultural Arts Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

TO AMEND RESOLUTION NO. 10162-18

WHEREAS, Resolution No. 10162-18 authorized the City Manager to use competitive bargaining and negotiated quotes to contract for pool and locker room improvements at Kettering Recreation Center; and

WHEREAS, quotes for the work exceeded the original estimated cost of \$175,000.00; and

WHEREAS, a revised scope of work was prepared and it is necessary to proceed with the work at an increased estimated cost of \$227,300.00; and

WHEREAS, additional funds to pay for the cost difference are available from non-performing other projects in the 2018 Capital Improvement Program;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. Resolution No. 10162-18 is amended to show \$227,300.00 for the estimated cost and funds available amount.

Section 2. In all other respects, Resolution No. 10162-18 shall remain in full force and effect.

Section 3. This Resolution shall take full force and effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2018.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III,
Law Director

Estimated Cost: \$227,300.00
Amount Budgeted: \$227,300.00
Acct. No.: 6113-77750

(Requested by: Public Service Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**DECLARING AS "SURPLUS" AND APPROVING AN
AGREEMENT TO SELL CITY-OWNED PROPERTY LOCATED
IN MIAMI VALLEY RESEARCH PARK**

WHEREAS, the City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution;

WHEREAS, Community Blood Center ("CBC") has existing operations located at 2900 College Drive, Kettering, Ohio; and

WHEREAS, CBC intends to invest approximately \$50,000,000 to expand its operations in Kettering and create approximately 215 to 250 new jobs over the next five years thereby creating significant employment and economic activity in Kettering; and

WHEREAS, in order to facilitate the investment and expansion, CBC needs adjacent land from the City in the Research Park;

NOW THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. Council hereby approves the Economic Development and Real Estate Purchase Agreement attached hereto as Exhibit "A." The City Manager is hereby authorized to enter into that agreement on behalf of the City of Kettering and to dispose of the real estate described in Exhibit A, and to take any and all additional action necessary and proper to do so. The City Manager is further authorized to enter into any amendments thereto that the City Manager deems are appropriate and in the interest of the City.

Section 2. The real property described in Exhibit A is hereby declared as surplus property and no longer required for municipal purposes effective as of the date of closing.

Section 3. This Resolution shall take full force and effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2018.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI
Clerk of Council

THEODORE A. HAMER, III,
Law Director

(Requested by: City Manager's Office)

EXHIBIT A

(15 total pages, including this page)

**ECONOMIC DEVELOPMENT AND
REAL ESTATE PURCHASE AGREEMENT**

This **ECONOMIC DEVELOPMENT AND REAL ESTATE PURCHASE AGREEMENT** (this "Agreement") is made and entered into as of August _____, 2018, by **COMMUNITY BLOOD CENTER**, an Ohio not for profit corporation ("CBC" or "Company" or "Buyer"), with offices at 349 South Main Street, Dayton, Ohio 45402 and **CITY OF KETTERING, OHIO**, an Ohio municipal corporation, with an address of 3600 Shroyer Road, Kettering, Ohio 45429 ("City" or "Seller"). The Company and the City may hereinafter be referred to individually as a "Party", or collectively as the "Parties".

RECITALS:

WHEREAS, the City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Company will invest approximately Fifty Million Dollars (\$50,000,000) to develop the Project described in Section 1 of this Agreement; and

WHEREAS, in connection with the operation of the completed Project, Company pledges to attract and retain an aggregate of six hundred eighteen (618) full-time equivalent employment positions in the bio-tech industry over the period described herein; and

WHEREAS, the Project will create significant employment and economic activity with the City; and

WHEREAS, in order to provide for the timely commencement of development of the Project, the City intends to provide the support to the Company described herein under the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Company covenant, agree and obligate themselves to the foregoing Recitals and as follows:

ARTICLE I

ECONOMIC DEVELOPMENT

Section 1. Company's Agreement

The Company agrees to the following as a Project participant:

1. Company shall expend a minimum of Fifty Million Dollars (\$50,000,000) to further develop the property located at 2900 College Drive, Kettering, Ohio 45420 (the "Site")

and for new equipment purchases. The Company shall construct the Project at its own cost and expense.

2. The further development of the Site contemplated by item 1 shall comprise expansion of the Center for Tissue, Innovation and Research, as well as additional ancillary and related development of the Site, to accommodate expanded operations of the Company and Community Tissue Services, a division of the Company (the "Project").
3. Subject to receipt of required governmental approvals and satisfaction of other conditions of this Agreement, to the extent such conditions are outside the reasonable control of Company, Company agrees to promptly use commercially reasonable efforts to complete the Project prior to May 31, 2020.
4. The Company shall cause the Project, and each component thereof, to be acquired, constructed, equipped, operated and maintained in accordance with all applicable laws, statutes, ordinances, rules, regulations and requirements of the City and any other applicable governmental authorities, including, but not limited to, zoning and land use laws, building codes, and the Americans with Disabilities Act.
5. With respect to the Project, the Company agrees to conduct construction activities in a manner that does not materially interfere with, and/or increase the cost to the City of, construction of the Public Improvements Project (as defined hereinafter). The Company agrees to indemnify the City for any increased cost to the City to construct the Public Infrastructure Project resulting from the activities of the Company, or any entity acting on behalf the Company, in connection with construction of the Project.
6. Beginning on the Effective Date and ending on December 31, 2020, the Company shall maintain at the Site a monthly average Number of Full-Time Employee Equivalents equal to or greater than three-hundred two (302) at the Site. For purposes of this Agreement "Number of Full-Time Employee Equivalents" shall mean one fortieth (1/40) of the total number of compensated hours in a work week by permanent paid employees (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
7. Beginning on December 31, 2020, and ending on December 31, 2024, the Company shall maintain a monthly average Number of Full-Time Employee Equivalents equal to or greater than five-hundred seventeen (517).
8. Beginning on December 31, 2024, and ending on December 31, 2029, the Company shall maintain a monthly average Number of Full-Time Employee Equivalents equal to or greater than six-hundred eighteen (618) (items 6 through 8 of this Section 1 shall constitute the "Employment Pledge").

Section 2. City's Agreement

In consideration for the Company's agreement as set forth in Section 1 above, and provided the Company is not in default of this Agreement, the City agrees to provide economic development incentives to the Company as follows:

1. The City shall convey to Company, on the terms and conditions set forth in Article II,

three parcels of land: (i) the 5.2 acre property situated along College Drive and Research Park Boulevard and being Parcel No. N64-03501-0055, (ii) the 6.487 acre property on which retention ponds are located, situated along College Drive and being Parcel No. N64-03501-0056; and (iii) a 26-acre lot situated north of College Drive and being a 26-acre portion of Parcel No. N64-03501-0050. The three parcels are depicted on Exhibit A.

2. The City shall construct, or cause to be constructed, an expansion of College Drive so that the currently constructed portions of College Drive are connected in order to facilitate ingress and egress to the Project by employees and other users of the Project (the "Public Improvements Project"). The scope of the Public Improvements Project shall be determined by the City in its reasonable discretion upon consultation with the Company.
3. The City shall pay for the Public Improvements Project at its own cost and expense; provided that the obligation to pay the costs to construct the Public Improvements Project shall not constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the City, the State of Ohio, or any other political subdivision thereof.
4. Subject to receipt of required governmental approvals and satisfaction of other conditions of this Agreement, to the extent such conditions are outside the reasonable control of City, City agrees to use reasonable efforts to complete the Public Improvements Project prior to January 31, 2020.
5. Subject to the terms and conditions of this Agreement and a separate Grant Agreement between the City and the Company dated as of _____, 2018 (the "Grant Agreement"), the City shall grant to the Company an amount equal to fifty percent (50%) of the total annual income tax revenue received from newly hired permanent paid employees (meaning total permanent paid employees greater than 302) of the Company located at the Site as a result of the Project (the "Income Tax Credit") as further calculated in the Grant Agreement. The Company will be eligible to receive the grant for five (5) calendar years as specified in the Grant Agreement.
6. The City shall cooperate with the Company in any efforts to exempt the Site, or a portion or portions thereof, from taxation or obtain similar incentives; provided that any such exemption or incentives provided by the City and the terms thereof shall be subject to further approval by the City Council of the City of Kettering, Ohio (the "City Council").

Section 3. Storm Water Retention Work

1. As part of the development, Company will modify the existing storm water retaining ponds on the property acquired from the City.
2. The City consents to the placement of storm sewer conduit and embankment fill material within the public right-of-way of College Drive to properly drain the retaining ponds that Company will be acquiring from the City.

3. Company desires to begin the earthwork and grading necessary to make modifications to the storm water retaining ponds in 2018, prior to the start of the City's project to construct College Drive, anticipated in 2019.
4. To take advantage of economies of scale and sequencing, the City desires for Company to construct the necessary storm sewer conduits and embankment fill material within the public right of way of College Drive, in preparation for the construction of College Drive in 2019 and Company agrees to do so. The storm water modifications will include the installation of two 36-inch drainage pipes under College Drive in the area of the eastern boundary of the 6.487 acre parcel.
5. The storm sewer conduit and embankment fill shall be constructed according to the final approved "Early Site Package" site development construction drawings for the Company Project. All work in the public right-of-way shall conform to City of Kettering Construction and Material Specifications. The City will have the right to inspect and approve all construction work related to the storm sewer conduits and embankment fill material.
6. For work only in the public right of way, the Company will comply with Ohio prevailing wage requirements. Upon completion and City's approval of the work, the Company shall send the City an invoice for the actual cost of the storm sewer & embankment fill work. The City will pay for approved work constructed within the public right-of-way of College Drive. The City will pay the invoice within 30 days after submission and approval.

ARTICLE II
REAL ESTATE PURCHASE

1. **Purchase and Sale.** Seller agrees to sell, convey and transfer the Property to Buyer, and Buyer agrees to purchase the Property from Seller, on the terms and conditions set forth below.
2. **Sale and Conveyance of Property.**
 - (a) The City shall convey to Company for One Dollar (\$1.00) the 5.2 acre property situated along College Drive and Research Park Boulevard and being Parcel No. N64-03501-0055, as further described or depicted on Exhibit A. That sales price is subject to approval by the Miami Valley Research Foundation and closing will not occur until after approval is obtained. If such approval is not obtained, Buyer shall have the right to terminate this Agreement, in which case the Deposit shall be returned to Buyer.
 - (b) The City shall convey to Company for One Dollar (\$1.00) the 6.487 acre property on which retention ponds are located, situated along College Drive and being Parcel No. N64-03501-0056 as further described or depicted on Exhibit A. That sales price is

subject to approval by the Miami Valley Research Foundation and closing will not occur until after approval is obtained. If such approval is not obtained, Buyer shall have the right to terminate this Agreement, in which case the Deposit shall be returned to Buyer.

(c) The City shall convey to Company for Ten Thousand Dollars (\$10,000) per acre, a 26-acre lot situated north of College Drive and being a portion of Parcel No. N64-03501-0050 as generally depicted on Exhibit A (the "26 Acre Lot").

3. Purchase Price. The purchase prices for each of the parcels of the Property, as provided for in Section 2 of this Article II, shall be paid by Buyer to Seller on the respective Closing Date or Closing Dates (as hereinafter defined) for the parcels by wire transfer of immediately available federal funds to such account as Seller may designate, subject to all prorations and adjustments as further as provided herein.

4. Deposit. Within five (5) days after the full execution and delivery of this Agreement by both parties (the "Effective Date"), Buyer shall deposit with Chicago Title Insurance Company the amount of One Thousand and 00/100 DOLLARS (\$1,000.00) (the "Deposit"). The Deposit shall be credited to Buyer against the purchase price at the closing or otherwise retained by Seller or refunded to Buyer in accordance with the terms of this Agreement.

5. Record Plan.

(a) The Company shall cause a professional land surveyor (the "Surveyor") to complete and prepare: (i) a Record Plan; and (ii) any other necessary documentation or work needed in connection with the split of the 26 Acre Lot. Items (i) and (ii) set forth in the preceding sentence are collectively referred to as the "Record Plan". The Parties agree that the Record Plan shall: (i) depict the number of acres of land contained within the boundaries of the 26 Acre Parcel to the nearest one-thousandth (1/1000) of an acre; (ii) bear the certification of the Surveyor to the Company and the City that the acreage calculation for the 26 acre parcel is true and correct; and (iii) be prepared in accordance with Montgomery County, Ohio conveyancing standards and be approved by the Montgomery County, Ohio Engineer's Office prior to the Closing and any other necessary governmental authority. If the Company is unable to get the approvals necessary for the Record Plan, or if the Company is otherwise unable to cause the lot split to occur as of the Closing Date for the 26 acre parcel in accordance with all laws and other legal requirements, either party may terminate this Agreement with respect to the 26 acre parcel only by providing written notice to the other party prior to closing, in which event neither party shall have any further obligation under this Agreement except those stated as surviving termination or expiration, and the Deposit shall be returned to the Buyer.

(b) Before submission of the Record Plan to the Montgomery County, Ohio Engineer's Office or any other governmental authority, the Company shall deliver a pre-submission copy of the Record Plan to the City. Within ten (10) business days after

receipt of said copy, the City shall notify the Company in writing if the Record Plan is not acceptable to the City. Otherwise, the Record Plan shall be deemed acceptable, and the City shall have waived any right to contest the same. In the event that the City disapproves the Record Plan, the Company and the City shall use good faith efforts to mutually agree upon the matters objected to by the City.

(c) The City will reimburse Company up to \$3,500 of the cost paid by Company for completion of the Record Plan.

6. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. The Parties anticipate that the closing on the purchase of the 5.2 acre parcel and the 6.487 acre parcel shall occur before the closing on the 26 acre parcel. The closings of the purchases contemplated herein shall be on a date or dates (each being a "Closing Date") selected by Buyer that is no later than fifteen (15) days after the expiration of the Due Diligence Period (as defined below). The closing shall take place in escrow at the offices of Chicago Title Insurance Company or at such other time and place as may be mutually agreed to by Buyer and Seller.

(b) Closing Costs. Seller shall pay the cost of all transfer taxes. Buyer shall be solely responsible for the payment of all title examination fees and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance if Buyer desires to purchase one. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and expenses. All other closing costs shall be paid by Buyer.

(c) Deed. On each Closing Date, Seller shall convey to Buyer fee simple title to the Property by recordable limited warranty deed (the "Deed"), free and clear of all liens and encumbrances by any party claiming by, through or under Seller, except (i) liens for real property taxes and assessments due and payable after the date of the deed in the year of closing and thereafter and any CAUV recoupment as otherwise provided in this Agreement, (ii) easements and restrictions of record, (iii) existing encroachments and impediments not objected to by Buyer during its title and survey review, (iv) coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record; (v) rights of tenants in possession; and (vii) governmental laws, restrictions, and ordinances affecting the Property.

(d) Other Closing Documents Delivered By Seller. On each Closing Date, in addition to the Deed, Seller shall deliver a closing statement reflecting the purchase price and prorations and apportionment required herein (the "Closing Statement"); and (ii) such other documents as may be reasonably necessary or appropriate to close the purchase and sale of the Property. All such documents shall be in form and content reasonably acceptable to both Buyer and Seller.

(e) Closing Deliveries By Buyer. On each Closing Date, in addition to the purchase price, Buyer shall deliver to Seller a Closing Statement and any other documents that may be reasonably necessary or appropriate to close the purchase and sale of the

Property. All such documents shall be in form and content reasonably acceptable to both Buyer and Seller.

- (f) Tax Prorations. All real property ad valorem taxes and assessments on the Property shall be prorated as of the Closing Date, in accordance with the Montgomery County Short Form Method. However, Buyer shall be solely responsible for the amount of taxes due up to the maximum potential agricultural use tax recapture and such potential amount shall be paid by Buyer as the same becomes due and payable. Buyer's obligations under this Section shall survive the closing and delivery of the Deed.
7. Due Diligence Period. Buyer shall have sixty (60) days from the Effective Date (the "Due Diligence Period") in order to perform its due diligence investigation of the Property, including, without limitation, conducting a physical inspection of the Property (which inspections may include, but shall not be limited to, soils, wetlands, engineering, structural and mechanical studies), confirming that Seller has good and marketable fee simple to the Property subject to no exceptions other than those that are acceptable to Buyer, conducting an environmental assessment of the Property, confirming the status of zoning and the availability of all utilities, having the Property surveyed, certificates of occupancy and other matters deemed appropriate by Buyer and otherwise confirming that the Property is suitable and feasible for Buyer's intended use in Buyer's sole discretion. If Buyer determines prior to the expiration of the Due Diligence Period in Buyer's sole discretion that it is not in Buyer's best interest to purchase the Property for any reason, Buyer may terminate this Agreement by giving written notice of termination to Seller on or before 5:00 p.m. of the last day of the Due Diligence Period. If Buyer terminates the Agreement in accordance with the foregoing, the Deposit shall be returned to Buyer, and the obligations of the parties to this Agreement shall terminate, except for the Buyer indemnifications set forth herein.
8. Title Objections. If Buyer so notifies Seller of any title defects or exceptions within the Due Diligence Period, Seller shall have ten (10) working days from Seller's receipt of such notice in which to either (A) cure such title defects or exceptions or commit to cure them on or before the Closing Date, or (B) notify Buyer in writing that it is unable or unwilling to cure such title defects or exceptions in which case Buyer shall have ten (10) days from its receipt of such notice in which to elect in writing to, (1) accept such title as Seller is able to convey, or (2) terminate this Agreement whereupon Seller will return the Deposit in its entirety to Buyer and thereafter neither party will have any further obligations hereunder except for the Buyer indemnifications set forth herein.
9. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows, which representations and warranties shall be remade as of the Closing Date:

- (a) Seller possesses full right, power and authority to execute, deliver and perform this Agreement.
- (b) The execution and delivery of this Agreement, the consummation of the transaction provided for herein and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition or constitute a default under, any agreement or instrument to which Seller is a party.
- (c) Seller owns fee simple title to the Property free and clean of all unrecorded liens, encumbrances, covenants, conditions, restrictions, right-of-way, easements, options, leases and rights of first purchase or refusal.
- (d) Seller has received no notice of any litigation, claim, or arbitration pending or threatened with regard to the Property or its operation and, to Seller's knowledge, there is no litigation, claim, or arbitration pending or threatened with regard to the Property or its operation.
- (e) Seller has received no notice that the Property violates any existing city, county, state or federal building, occupancy, operational or zoning codes, regulations, rules or laws affecting the Property or any health or safety regulations affecting the Property, Seller has received no notice that the Property is the subject of any governmental or judicial proceedings to enforce any such codes, laws or regulations.
- (f) Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, zoning, tax consequences, physical defects or condition, environmental condition, utilities, leases, governmental approvals or compliance with applicable laws, rules and regulations, or any other matter regarding the Property. Buyer acknowledges and agrees that upon closing Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, unless specifically set forth in this Agreement. Buyer represents to Seller that Buyer has conducted or will conduct prior to closing such inspections and investigations of the Property as Buyer deems necessary and appropriate to satisfy itself as to the condition of the Property, and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents, other than the warranties and representations of Seller expressly set forth in this Agreement. Upon closing, Buyer shall assume the risk that adverse matters may not have been revealed by Buyer's investigations, and Buyer, upon closing, shall be deemed to have waived,

relinquished and released Seller (and Seller's affiliates, parent, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) that Buyer might have asserted or alleged against Seller at any time by reason of any and all circumstances, events or matters regarding the Property except for any representations or warranties expressly set forth in this Agreement.

Seller's representations and warranties contained herein must be true and correct through the date of the closing, and Seller's failure to notify Buyer prior to the date of the closing of any inaccuracies shall be a default by Seller under this Agreement.

10. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

- (a) Buyer possesses full right, power and authority to execute, deliver and perform this Agreement.
- (b) No consent, approval or other action of, of filing or registration with, any governmental agency, commission or office is required on Buyer's behalf with respect to the transaction contemplated herein.
- (c) The execution and delivery of this Agreement, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition of, or constitute a default under, any agreement or instrument to which Buyer is a party.

11. Covenants of Seller.

(a) After the Effective Date, Seller shall not enter into any agreements, leases, easements or other agreements that will affect the maintenance, use, management, leasing or operation of the Property or otherwise encumber the Property after the Effective Date, unless Buyer otherwise approves the same in writing.

(b) From and after the expiration of the Due Diligence Period, Seller shall not alter or construct any improvements to the Property.

12. Risk of Loss. All risk of loss with respect to the Property will remain with Seller until the closing and delivery of the Deed to Buyer.

13. Damage and Condemnation. If at any time prior to the Closing Date, all or any part of the Property is damaged by casualty or taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may terminate this Agreement and the Deposit shall be returned to the Buyer, and thereafter neither party will have any further obligations hereunder except for the Buyer indemnifications set forth herein. If Buyer terminates this Agreement, then Seller shall

be entitled to receive all insurance proceeds or condemnation proceeds payable for the affected portion of the Property. If Buyer elects to maintain this Agreement in full force and effect, then (i) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds payable for that portion of the Property damaged or taken, and Seller shall execute such assignments or other instruments as are necessary to transfer such proceeds to Buyer, and (ii) if all or any portion of the insurance or condemnation proceeds have been paid to Seller, then Buyer shall receive a credit against the purchase price equal to the amount of the insurance or condemnation proceeds actually paid to Seller with any remaining proceeds to be transferred to Buyer.

14. Default. If, following the full execution of this Agreement, Buyer defaults in the performance of its duties or obligations under this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder to terminate this Agreement (except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement) by written notice to Buyer of such termination and to retain the Deposit as full liquidated damages for such default of Buyer, the parties hereto acknowledging the difficulty of ascertaining the actual damages in the event of such a default, that it is impossible more precisely to estimate the damages to be suffered by Seller upon Buyer's default, that such Deposit is intended not as a penalty, but as full liquidated damages and that such amount constitutes a reasonable good faith estimate of the potential damages arising therefrom. If Seller is the party in default then Buyer shall have the right: (i) to terminate this Agreement by written notice to Seller, in which event the Chicago Title Insurance Company shall promptly deliver to Buyer the Deposit; or (ii) to pursue an action for specific performance of Seller's obligations to convey the Property to Buyer in accordance with the terms of this Agreement.

15. Notice. Any notice or consent authorized or required by this Agreement shall be in writing and (i) delivered personally, (ii) sent postage prepaid by certified mail or registered mail, return receipt requested, (iii) sent by a nationally recognized overnight carrier that guarantees next day delivery, to the other party at the addresses set forth below:

If to Seller: City of Kettering
c/o Gregg Gorsuch
3600 Shroyer Road
Kettering, Ohio 45429

With a copy to:

Law Director
City of Kettering
3600 Shroyer Road
Kettering, Ohio 45429

If to Buyer: Dr. David M. Smith, Chief Executive Officer
Diane Wilson, Chief Operating Officer
Community Blood Center
349 South Main Street, Suite 600
Dayton, Ohio 45402

with a copy to: Coolidge Wall Co., L.P.A.
Attn: Sam Warwar/Shannon Costello
33 West First Street, Suite 600
Dayton, Ohio 45402

Notice may also be given by facsimile transmission to Buyer at (937)-_____-_____- or to Seller at (937) 296-3216, or at an electronic email address to Buyer at dsmith@cbccts.org and dwilson@communitytissue.org or to Seller at Gregg.Gorsuch@ketteringoh.org and such notice shall be effective upon transmission provided that a copy of such notice is sent concurrently by one of the methods provided in (i)-(iii) above. Any notice shall be effective, in the case of hand delivery, when delivered; if given by mail, upon such notice being deposited with the United States Postal Service with first-class postage prepaid, return receipt requested; if given by facsimile transmission, when sent to the applicable party's facsimile machine's telephone number given above if the party sending such notice receives confirmation of delivery thereof from its own facsimile machine; and if given by any other means, including by overnight courier, when actually received.

16. Brokers. If any commission is owed to Mark Fornes Realty, Inc., Buyer shall pay the same, at Buyer's sole cost. Except as stated in the foregoing sentence, Seller and Buyer each warrant and represent to the other that neither engaged nor dealt with any real estate agent or broker in connection with the transaction contemplated by this Agreement.
17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
18. Time of the Essence. Time shall be of the essence of this Agreement.
19. Tax Free Exchange. Seller and Buyer each may desire to have this transaction qualify as a tax-deferred exchange (including a reverse exchange) under Section 1031 of the Internal Revenue Code of 1986. At the request of either party, the other party shall assist the requesting party in qualifying the transaction contemplated herein as an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Such party may assign its interest in this Agreement to effectuate an exchange, and in such event, such party shall promptly notify the other party. No such assignment shall affect in any way the obligations of Seller and Buyer under this Agreement. The non-requesting party shall not be required to

incur any liabilities in connection with such exchange nor shall it be required to take title to any other property in connection with such exchange. The requesting party shall pay any additional transfer taxes, recording fees and similar closing costs incurred by the other party resulting from such exchange.

20. Miscellaneous. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, legal representatives, successors and assigns. If Buyer or Seller is composed of more than one party or individual, all obligations of such parties or individuals shall be joint and several. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement contains the entire agreement between the parties hereto with respect to the matters to which it pertains and may be amended only by written agreement signed by both Buyer and Seller. This Agreement was drafted by Seller for convenience purposes only and shall not be construed for or against either party on such basis. If any term, covenant or condition contained in this Agreement is deemed to be invalid, illegal or unenforceable, then the rights and obligation of the parties hereto shall be construed and enforced with that term, covenant or condition limited so as to make it valid, legal or enforceable to the greatest extent allowed by law, or, if it is totally invalid, illegal or unenforceable, then, as if this Agreement did not contain that particular term, covenant or condition.
21. Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal federal holiday, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first (1st) business day following such Saturday, Sunday or legal holiday.
22. City Council Approval. This Agreement shall be deemed void ab initio if, prior to the date of Closing, the Kettering City Council does not approve, by resolution, this Agreement and declare that the Property is surplus property.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the date first set forth above.

BUYER:

COMMUNITY BLOOD CENTER

By: _____

Title: _____

Date: _____

SELLER:

CITY OF KETTERING, OHIO

By: _____

Title: _____

Date: _____

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EXHIBIT A

(the Property)

All of Lot 6 and Lot 7 of the Record Plan of Miami Valley Research Park, Section 6, as recorded in Plat Book 230, Page 48 of the Montgomery County Recorder's Office.

Parcels: N64-03501-0055 and N64-03501-0056

Together with:

A 26 acre portion of Lot 1 of the Record Plan of Miami Valley Research Park – Section Six, as recorded in Plat Book 230, Page 48 of the Montgomery County, Ohio Recorder's Office. The exact contours of the 26 acre portion are to be determined by mutual agreement of the Buyer and Seller.

Parcel: TBD

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
ECONOMIC DEVELOPMENT INCENTIVE GRANT
AGREEMENT WITH COMMUNITY BLOOD CENTER**

WHEREAS, Community Blood Center ("CBC") has existing operations located at 2900 College Drive, Kettering, Ohio, with approximately 302 full-time equivalent jobs at that location; and

WHEREAS, Grantee intends to invest approximately \$50,000,000 to expand its operations on an adjoining parcel of land, retain its current number of full-time equivalent jobs, and create approximately 215 to 250 new full-time equivalent jobs over the next five years; and

WHEREAS, in order to undertake and complete the project, Grantee requires an economic development incentive grant from the City of Kettering;

NOW, THEREFORE, Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. Council hereby approves the Economic Development Incentive Grant Agreement attached hereto as Exhibit A. The City Manager is hereby authorized to enter into that agreement on behalf of the City of Kettering and to take any and all additional action necessary and proper to do so. The City Manager is further authorized to enter into any amendments thereto that the City Manager deems are appropriate and in the interest of the City.

Section 2. As provided in Section 4-8 of the City Charter, this resolution shall take effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2018.

DONALD E. PATTERSON, MAYOR

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI
Clerk of Council

THEODORE A. HAMER, III
Law Director

Estimated Cost: \$400,000.00
Funds Available: N/A

(Requested by: City Manager's Office)

EXHIBIT A

(11 total pages, including this page)

GRANT AGREEMENT

This agreement for an economic development incentive grant (this "Agreement") is entered into by and between the CITY OF KETTERING (the "City" or "COK"), an Ohio municipal corporation with offices located at 3600 Shroyer Road, Kettering, Ohio 45429, and Community Blood Center, an Ohio not for profit corporation ("CBC" or "Company"), with offices at 349 South Main Street, Dayton, Ohio 45402 and is effective as of the date the last party signs the Agreement.

WHEREAS, CBC has existing operations located at 2900 College Drive (the "Current Site") in the City and desires to invest approximately Fifty Million Dollars (\$50,000,000) to expand its operations on an adjoining parcel of land with Auditor's Parcel No. N64 03502 0077 (the "New Site")(collectively, the Current Site and New Site are referred to as the "Kettering Site"); and

WHEREAS, Company desires financial incentives and assistance in order to facilitate the expansion which will result in the retention and creation of jobs; and

WHEREAS, for reasons of economic development, business, job growth and retention, and municipal economic health, among other reasons, the City of Kettering desires to have Company keep its operations in Kettering and complete the expansion, and has agreed to make available to Company certain incentives as an inducement to remain and invest in Kettering;

NOW, THEREFORE, the City and Company agree to the following promises, obligations, terms, and conditions:

1. The City and Company agree the statements in the preceding recital paragraphs are true and correct.
2. Company agrees to make improvements to the New Site and expand its operations there.
3. Company represents and warrants to the City that the Company will maintain its offices, facilities, and business at the Kettering Site or within the corporate boundaries of the City of Kettering until at least December 31, 2028.
4. Subject to receipt of required governmental approvals and to the extent such other conditions are outside the reasonable control of Company, Company shall use commercially reasonable efforts to complete any improvements to the New Site on or before May 31, 2020, unless the City agrees in writing to an extension. Furthermore, following the completion of the improvements to the New Site, Company shall maintain a valid, final certificate of occupancy ("CO") for the improvements on the New Site for the duration of this Agreement.

5. Grant Eligibility Period.

(a) For five years beginning January 1, 2021 and ending December 31, 2025 (the “Grant Eligibility Period”), Company shall be eligible for an award of an economic development incentive grant. Company will qualify to receive the award of an economic development incentive grant for any year of the Grant Eligibility Period where all of the following conditions are satisfied:

(i.) Company invested a minimum of \$50,000,000 in the New Site and new equipment purchases on or before May 31, 2020. As documentation of the investment, Company will provide City with copies of paid invoices and payment receipts for the improvements and equipment identifying the date of each payment, the name of the person or business enterprise paid, and the goods or services provided warranting the payment;

and

(ii.) Company has maintained a valid CO for the improvements on the New Site.

and

(iii.) The total annual income tax from Company tax withholdings on payments to its employees (the “TAIT”), as defined and applied in Exhibit “A”, attached hereto and incorporated herein, received by the City of Kettering from Company for the then subject year of eligibility, is greater than the base amount set out in the table below (the “TAIT Table”):

Subject Year of Eligibility	Base Amount
2021	\$360,000
2022	\$370,000
2023	\$381,000
2024	\$393,300
2025	\$405,200

and

(iv.) During the then subject year of eligibility: (a.) no voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act were filed by or against Company; (b.) no voluntary or involuntary proceeding in any court or tribunal was instituted to declare Company insolvent or unable to pay Company’s debts; (c.) Company made no assignment for the benefit of its creditors; and/or (d.) no trustee or receiver was appointed for Company or for any part of Company’s property;

and

(v.) At no time during the then subject year of eligibility was Company delinquent more ninety (90) days in payment of ad valorem taxes;

and

(vi.) Company has not breached any term or condition of this Agreement;

and

(vii.) Company has not elected to file net profit taxes with the state under sections 718.80 to 718.95 of the Ohio Revised Code.

(b.) The total number of economic development incentive grants awarded to Company under this Agreement will not exceed five.

(c.) Company authorizes the City's Income Tax Division to disclose such records and information as may be necessary to verify Company's eligibility for each economic development incentive grant.

(d.) Company will use Generally Accepted Accounting Principles (GAAP) in recording and documenting all project costs and expenditures and its payroll records. All project costs and expenditures and such other documentation necessary for the City to determine compliance with the employment pledge shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other accounting documents and shall be clearly identified and readily accessible to the City or its designees. At any time during normal business hours and upon at least three (3) business days prior notice, the Company shall make available to the City or its designees all of its records with respect to all matters covered under this Agreement.

6. No later than April 15th following the performance calendar year of the Grant Eligibility Period for which Company is requesting an award of an economic development incentive grant, Company must submit to the City an affidavit stating that it met all eligibility requirements under this Agreement. The form of the Company affidavit must conform in all respects to the affidavit example in Exhibit "B," attached hereto and incorporated herein. The affidavit shall be submitted to "Economic Development Manager", City of Kettering, 3600 Shroyer Road, Kettering, Ohio 45429.

7. Any annual grant that Company is eligible to be awarded under this Agreement shall be calculated pursuant to the formula described in attached Exhibit "A" and paid to Company before August 31st of the year payment is due.

8. Notwithstanding any other provision of this Agreement, the total cumulative amount of all economic development incentive grants awarded to Company for the Grant Eligibility Period shall not exceed \$500,000.00.
9. This Agreement shall be void ab initio if Company does not submit to the City by May 1, 2020 an application for a CO for the New Site unless the City agrees in writing to an extension.
10. Company agrees that any City funds are expended by the City in its sole discretion, and that the City's financial assistance to Company is voluntary and that the Company has no legal or equitable claim to any of the City's funds. The City's obligation to make the Grant or any Grant payments is contingent on availability of adequate funds.
11. Company understands, agrees and acknowledges that it may be required to seek and acquire certain development approvals (building permit, certificate of occupancy, zoning compliance, etc.) from the City of Kettering and such approvals are separate from, distinct from and have no connection with any City of Kettering duty, obligation and promise under this Agreement.
12. Company must comply with all applicable federal, state, and local laws, rules and regulations, including, but not limited to, compliance with State of Ohio prevailing wage requirements and provisions, to the extent such requirements and provisions are applicable. Company further agrees to fully indemnify, defend, and save harmless the City, its officials, agents and employees, from and against all suits, claims, demands, damages, liabilities, judgments, costs and reasonable attorney fees arising out of or flowing from, whether directly or indirectly, alleged or actual failure of Company to comply with said requirements and provisions. Company agrees to cooperate with any City efforts to obtain a determination from the Ohio Department of Commerce as to whether portions or all of the New Site is subject to Ohio prevailing wage requirements.
13. No part, portion, or all of its rights, privileges, duties and obligations under this Agreement may be assigned by Company unless such assignment is approved in advance by the City and in writing.
14. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by an authorized representative of both Company and the City. This instrument is the entire agreement between the parties and is binding upon and inures to the benefit of the parties hereto. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, that are not expressly herein contained.
15. This Agreement shall be governed by the law of the State of Ohio without giving effect to conflict of law provisions which would result in the application of any law other than Ohio law. Any suit or claim by either party against the other respective party and that flows from, whether directly or indirectly, this Agreement, shall be brought in a court of competent jurisdiction located in Montgomery County, Ohio. Each party agrees that such courts shall have personal jurisdiction over it and waives, fully and completely, any right to

dismiss the action for forum non conveniens.

16. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining portion(s) of this Agreement shall remain in full force and effect.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of such counterparts taken together will constitute one and the same Agreement. Copies of duly executed counterparts shall have the same legal effect as an original. Facsimile signatures or signatures transmitted by email or other electronic means shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, the parties have signed this Agreement through their duly authorized representatives.

CITY OF KETTERING

By: _____
Mark W. Schwieterman
City Manager

Date: _____

APPROVED AS TO FORM:

CERTIFICATION OF FUNDS:

Theodore A. Hamer III
Law Director

Nancy H. Gregory
Finance Director

[Additional signature page follows.]

COMMUNITY BLOOD CENTER

an Ohio not-for-profit corporation

By: _____

Its: _____

Date: _____

STATE OF _____)

) SS:

COUNTY OF _____)

On the _____ day of _____, 20____, the foregoing Agreement was acknowledged, sworn to, and subscribed in my presence by _____, a duly authorized representative of the Community Blood Center, who represented having full power and authority to execute this Agreement on behalf of the Company.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

(Page 1 of 1)

FORMULA

\$ TAIT Total Annual Income Tax = The total annual City of Kettering net income tax withholding (gross minus refunds) received by the City of Kettering that is directly attributable to the "Kettering Site"⁽¹⁾ for the then subject year during the Grant Eligibility Period minus the base amount from the TAIT Table.⁽²⁾

X .50 multiplied by 50%

\$ GA Grant Amount = Total grant amount Company is eligible to receive for the then subject year during the Grant Eligibility Period.⁽³⁾

<u>NOTES:</u>		(1) Capitalized terms used in this exhibit without definition shall have the meanings attributed to them in the Agreement to which this exhibit is attached.
	(2)	For example, if the total annual City of Kettering net income tax withholding (gross minus refunds) received by the City of Kettering directly attributable to the "Kettering Site" for calendar year 2021 is \$460,000.00, then the TAIT equals \$100,000 (\$460,000 - \$360,000 = \$100,000).
	(3)	For purposes of calculating TAIT for this Agreement, "directly attributable" shall mean the Kettering Site where the activity or conduct occurred for which the income was earned and upon which the City of Kettering's income tax is levied.
	(4)	The TAIT directly attributable to the Kettering Site for any particular calendar year shall be calculated on the basis of January 1 through and including December 31, and any annual grants awarded to Company shall be paid to Company following the calendar year of grant award. For example, the TAIT received by the City of Kettering for calendar year 2021 shall be calculated by the City during the first six months of calendar year 2022 and, if the 2021 TAIT amount is sufficient and all eligibility requirements are satisfied for a grant, then a grant will be awarded to Company for calendar year 2021 and paid to Company prior to August 31, 2022. If, after the grant is paid to the Company, refunds reducing the TAIT are paid by the City which result in an overpayment of the Grant, then the Company will return the overpayment to the City upon request or the City may setoff the overpayment against any future grant.

EXHIBIT "B"
(2 total pages including this page)

11. At all times during calendar year _____, the following was true: (a.) no voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act were filed by or against Grantee or any of its subsidiaries; (b.) no voluntary or involuntary proceedings in any court or tribunal were instituted to declare Grantee or any of its subsidiaries insolvent or unable to pay debts; (c.) Grantee or any of its subsidiaries made no assignments for the benefit of its creditors; and (d.) no trustee or receiver was appointed for Grantee or any of its subsidiaries or for any part or portion of property owned by Grantee or any of its subsidiaries.

12. At no time during calendar year _____ was Grantee in breach of the Agreement nor was Grantee delinquent more than a period of 90 days in payment of ad valorem taxes attributable to the New Site.

13. Grantee has not elected to file net profit taxes with the state under sections 718.80 to 718.95 of the Ohio Revised Code.

AFFIANT FURTHER SAYETH NAUGHT.

Signature of Affiant

Sworn to and subscribed in my presence this _____ day of _____, 20____
by (insert name) _____, the (insert title)
_____ of Grantee.

Notary Public

My Commission Expires:_____

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF
THE CITY OF KETTERING, STATE OF OHIO, DURING
THE FISCAL YEAR ENDING DECEMBER 31, 2018

Be It Resolved by the Council of the City of Kettering, State of Ohio, that:

Section 1. To provide for the current expenses and other expenditures of the City of Kettering during the fiscal year ending December 31, 2018, the following supplemental sums are set aside and appropriated:

A. From the General Fund:

ECONOMIC DEVELOPMENT	
Operating Expenditures	\$ 1,180,159.67
TRANSFERS TO OTHER FUNDS	
Capital Improvement Fund	\$ 37,000.00

B. From the Capital Improvement Fund:

STREET SURFACING	\$ 30,000.00
Other	\$ 37,000.00

Section 2. The Director of Finance is authorized to adjust appropriations within any fund or department as long as the adjustments made do not exceed the total appropriation authorized within that fund or department.

Section 3. The Clerk of Council is authorized and directed to forward a copy of this Resolution to the Montgomery County Auditor.

Section 4. This Resolution shall take full force and effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2018.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III
Law Director

(Requested by: Finance Department)



CITY OF KETTERING
Planning and Development Department

CERTIFICATION

DATE: August 7, 2018
TO: Mayor and Council, City of Kettering
FROM: Planning Commission
SUBJECT: P.C. 18-015 - Request for Zoning District Map Amendment to reclassify land from R-1 Suburban Residence to I-Industrial Designation

Planning Commission hereby certifies that a public hearing was held at their meeting on August 6, 2018 with a decision reached at that meeting.

Planning Commission hereby submits its recommendation to Council that the requested Zoning District Map Amendment be approved.

Vote of the Planning Commission

The motion recommending approval was passed by a vote of 3:0.

Reason for Request

This case involves a request to rezone a portion of an existing lot from R-1 Suburban Residence to an I-Industrial designation. This property is located in the northeast quadrant of 1700 East David Road. The subject portion of this property is currently zoned R-1 with the remainder of the property being zoned I-Industrial. The zoning boundary between these two areas does not follow along a property line. The lot has split zoning. The subject area is currently occupied by a residential home. The applicant's plans include demolishing the home, creating a new lot, and extending the current business onto the new lot. This proposed rezoning is the first step of a plan to reinvest in the property.

The Planning Commission made findings in their approval motion that all required standards for the proposed rezoning have been met.

Respectfully submitted,
KETTERING PLANNING COMMISSION

A handwritten signature in black ink, appearing to read 'D. Roller'.

By: David Roller
City Planner
Planning and Development Department