



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

September 10, 2019

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

5:30 P.M. **2020 CIP WORKSHOP** Deeds Room
7:30 P.M. **REGULAR MEETING** Council Chambers

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

August 27, 2019 - Council Meeting & Workshop Minutes

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

Presentation Neighborhood Pride Awards

PUBLIC HEARINGS

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

RESOLUTIONS

1. Declaring as "surplus" and approving a contract to sell city-owned property known as 3809 Wilmington Pike, 3813 Wilmington Pike, and 1741 Aero Avenue.
2. Accepting the rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying same to the Montgomery County and Greene County Auditors.
3. Authorizing the City Manager to use competitive bargaining and negotiated quotes to contract for the Bigger Road Railing Repair Project (City Project No. 02-122GA).
4. Authorizing the City Manager to use competitive bargaining and negotiated quotes to contract for painting and power washing the Polen Farm House.
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, 2019.

ORDINANCES IN FIRST READING

CERTIFICATIONS AND PETITIONS

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 wishes to make certain that all citizens have the opportunity to actively participate in their local government. If you have a disability and require accommodations to participate in a Council meeting, please contact the Clerk of Council at 296-2416 so that reasonable modifications can be made.

KETTERING CITY CALENDAR 2019

September 10	4:00 p.m. 5:30 p.m. 7:30 p.m.	Partners for Healthy Youth 2020 CIP Workshop City Council Meeting
September 16	7:00 p.m.	Planning Commission
September 18	8:00 a.m.	Volunteer Advisory Council
September 23	7:00 p.m. 7:30 p.m.	Board of Zoning Appeals Sister Cities
September 24	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**DECLARING AS "SURPLUS" AND APPROVING A
CONTRACT TO SELL CITY-OWNED PROPERTY
KNOWN AS 3809 WILMINGTON PIKE, 3813
WILMINGTON PIKE, AND 1741 AERO AVENUE**

WHEREAS, the City seeks to preserve jobs, 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, R.K. Jones, LLC, or a related entity, has offered to purchase City-owned property known as 3809 Wilmington Pike, 3813 Wilmington Pike, and 1741 Aero Avenue for redevelopment which will in turn preserve and/or create positive employment and economic activity in the City;

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

Section 1. Council hereby approves the Contract To Purchase Real Estate attached hereto as Exhibit A. The City Manager is hereby authorized to enter into that contract 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 sign any amendments or extensions thereto that the City Manager deems appropriate.

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. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2019.

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)



Subject to attached Addendum #1

CONTRACT TO PURCHASE REAL ESTATE
Commercial/Industrial/Investment Real Estate
(Form approved by the Dayton REALTORS®. This is a legally binding contract.
If the provisions are not understood, legal advice should be obtained.)



Dayton, Ohio 06/06/2019

- 1. OFFER. The undersigned Buyer offers to buy through RE/MAX Alliance Realty, Broker(s), on the terms and conditions set forth below, the real property (the "Property") located in Kettering, County of Montgomery County, State of Ohio, described as follows: (3809 Wilmington Pike Dayton, OH 45429) N64 01902 0010 & N64 01902 0012 & N64 01902 0013 & Any other associated parcels.
2. INCLUDED IN THE SALE. The Property shall include the land, all appurtenant rights, privileges and easements, and all buildings, improvements and fixtures, including, but not limited to, such of the following as are now on the Property: all electric, plumbing, heating and air conditioning and humidifying equipment and their control apparatus; attached floor coverings and any attached wall coverings; window coverings and awnings; internal wire for communication system, telecommunication wiring and cables; security systems and controls; smoke alarms; all exterior landscaping; and the following items of personal property (trade fixtures, furnishings, equipment, etc.): N/A
3. PRICE. Buyer agrees to pay for the Property the sum of \$1.00 payable as follows: (a) EARNEST MONEY: Within two (2) business days after acceptance of this offer, Buyer shall deliver to City of Kettering, the sum of \$1.00 ("Earnest Money") to be deposited in the trust or escrow account of the party holding the Earnest Money.
4. DEED. Seller shall furnish a transferable and recordable general warranty (limited warranty) (circle as applicable; general warranty if nothing circled) deed conveying to Buyer, or nominee, a marketable title to the Property (as determined with reference to the Ohio State Bar Association Standards of Title Examination) with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances whatsoever, except (a) legal highways, (b) any mortgage assumed by Buyer, (c) all installments of taxes and assessments becoming due and payable after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record which would not prevent Buyer from using the Property for the following purpose: Office/ Insurance Sales.
5. INSPECTION. Buyer reserves the right to make the following inspections of the Property (check one): None See Inspection
6. TAXES. At closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the closing, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and (c) the amount of any agricultural tax savings accrued as of the closing date which would be subject to recoupment if the Property were converted to a non-agricultural use (whether or not such conversion actually occurs), unless Buyer has indicated in Paragraph 4 that Buyer is acquiring the Property for agricultural purposes.
7. PRORATIONS. Rents, utilities and other operating income and expenses shall be prorated as of the date of closing. Buyer shall pay all utilities and other operating expenses which may become due and payable following the date of closing.
8. SELLER'S REPRESENTATIONS. Seller represents that those signing this Contract constitute all of the owners of the Property, together with their respective spouses. Seller further represents that with respect to the Property (a) no orders of any public authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no notices have been received from any public agency

Buyer's Initials: [Signature] Seller's Initials: [Signature]

DAYTON REALTORS®
CONTRACT TO PURCHASE REAL ESTATE
COMMERCIAL/INDUSTRIAL/INVESTMENT REAL ESTATE

64. with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters,
65. and (d) to the best of Seller's knowledge, except as indicated below: (1) no toxic, explosive or other hazardous substances have been stored,
66. disposed of, concealed within or released on or from the Property in violation of applicable environmental laws, and no other adverse environmental
67. conditions affect the Property; (2) no underground storage tanks are currently located on the Property nor have any been previously removed from
68. the Property; (3) there is no PCB-containing equipment on the Property; (4) removal of asbestos materials from the Property is not required under
69. any applicable governmental laws, orders or regulations; (5) none of the Property consists of wetlands, nor have any former wetlands on the
70. Property been filled in; and (6) the Property has not been the subject of any type of environmental investigation or cleanup.

71. EXCEPTIONS: N/A

72.

73. These representations shall survive the closing.

74. 9. POSSESSION. Possession shall be given, subject to tenants' rights, _____ (insert "a" or number of days after) closing. If possession
75. is to be given after closing, Seller shall vacate no later than At closing A.M. P.M. on the possession date and utilities shall not be prorated as in
76. Paragraph 7 but paid for by Seller until the possession date. Seller shall be responsible to Buyer for any damages caused by Seller's failure to
77. deliver possession on the stated date.

78. 10. DAMAGE OR DESTRUCTION TO PROPERTY. If any buildings or other improvements are substantially damaged or destroyed prior to
79. closing, Buyer shall have the option (a) to proceed with the closing and receive the proceeds of any insurance payable in connection therewith,
80. or (b) to terminate this Contract. Seller shall keep the Property adequately insured against fire and extended coverage perils prior to closing. Seller
81. agrees to maintain the Property in its present condition until delivery of possession, subject to ordinary wear and tear and the provisions of this
82. paragraph.

83. 11. ACCEPTANCE; CLOSING. This offer shall remain open for acceptance until June 28, 2019 at 4:59 p.m. The closing for
84. delivery of the deed and payment of the balance of the purchase shall be held on or before (complete only one, as applicable): (a) the fixed date of
85. August 31, 2019 or (b) 30 days after the expiration (or waiver, if earlier) of the last contingency period provided in this Agreement. The
86. closing shall be held at a time and place mutually agreed upon by Seller and Buyer. In the event of a failure of the parties to agree, the closing
87. shall be held on the last day designated in this paragraph and the Broker procuring the Buyer shall designate the time and place of closing.

88. 12. PROFESSIONAL ADVICE AND ASSISTANCE. The parties acknowledge and agree that the purchase of real property encompasses many
89. professional disciplines. While Broker possesses considerable general knowledge, Broker is not an expert on matters of law, tax, financing,
90. surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. Broker hereby advises the parties,
91. and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise. In
92. the event Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and
93. agree that Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

94. 13. SIGNATURES. Only original manual signatures or facsimile signatures (which includes both faxes and PDF documents sent by e-mail) shall
95. be valid for purposes of this Contract and any amendments or any notices to be delivered in connection with this Contract. Documents,
96. amendments or notices given in any manner permitted by this paragraph shall be effective when delivered to a party or its authorized
97. representative, including the broker representing that party and any of the licensees within the brokerage who have an agency relationship with that
98. party. Only original, manually signed documents shall be valid for deeds or other documents to be delivered at closing. This Paragraph 13 cannot
99. be waived except by a manually signed agreement of the parties.

100. 14. GENERAL PROVISIONS. Upon acceptance, this offer and the attached addenda shall become a complete agreement binding upon and
101. inuring to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to
102. contain all of the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements. Any subsequent
103. conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing signed by both parties. Upon
104. Buyer's examination of the Property as provided herein, and except as otherwise provided in this Contract, Buyer is accepting the Property
105. "as is" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Property. Time is of the
106. essence of all provisions of this Contract. All representations, warranties and agreements in this Contract shall survive the closing. Any word used
107. in this offer and the acceptance (hereof) shall be construed to mean either singular or plural as indicated by the number of signatures hereto.

108. 15. ADDENDA. The following Addenda and attachments are included and shall be considered an integral part of this Contract:

109. Financing Inspection Other (Describe) Addendum #1

110. Witness: _____ Buyer (if entity): _____

111. Make Deed To: RKJONES LLC By: Daniel Bottomkupper doLoop return 06/28/19 9:55 AM EDT (RPR,CMP,FBURL,PWAY)

112. Buyer (if individual(s)) _____

113. _____

114. ACCEPTANCE Subject to attached Addendum #1

115. Date: _____

116. The undersigned Seller accepts the foregoing offer; or counteroffers according to the initialed changes set forth above or in the attached
117. Addenda, which counteroffer shall remain open for acceptance until 7/8/2019 at 4:59 P.M.

118. Witness: [Signature] Seller (if entity): City of Kettering

119. Make Deed To: _____ By: [Signature]

120. Seller (if individual(s)) _____

121. _____



RE/MAX ALLIANCE

FINANCING ADDENDUM CONTRACT TO PURCHASE Commercial/Industrial/Investment Real Estate



BUYER Dan Bitler

PROPERTY 3809 Wilmington Pike, Dayton, OH 45429

- (a) FINANCING CONDITION. Buyer's obligations under this Contract are conditioned upon Buyer's ability to obtain prior to closing a mortgage loan of \$ / % of the purchase price (complete as applicable) at rates and terms generally prevailing for commercial mortgages in the Dayton, Ohio area. Buyer agrees to use reasonable efforts to secure this financing. Seller shall have the option to cancel this Contract if Buyer fails to either (i) apply for a mortgage loan within days after the acceptance of this offer or (ii) obtain written approval for this financing within days after acceptance of this offer.
(b) SELLER FINANCING. A portion of the purchase price in the sum of \$ (the "Principal Sum") shall be paid pursuant to the terms of a promissory note (the "Note") to be executed by Buyer and delivered to Seller at the closing. Under the Note, the Principal Sum shall bear interest at the rate of % per annum and be payable as follows:

If not sooner paid, the Principal Sum plus all accrued interest shall mature and be due and payable in full on . The Note shall provide that Buyer may prepay the Principal Sum in whole or in part without any penalty or premium. No partial prepayment shall relieve Buyer from its obligation to pay each subsequent installment under the Note when due, unless and until the entire Principal Sum and all accrued interest have been paid in full. The Note shall be secured by a (insert "first," "second," or other priority) mortgage on the Property executed by Buyer in favor of Seller at the closing. The mortgage shall include a covenant prohibiting the sale of the Property by Buyer without Seller's written consent, and other terms customarily included in commercial form mortgages used by banking institutions in the Dayton, Ohio area.

(c) OTHER FINANCING TERMS AND CONDITIONS:

TBD

Seller (if entity):

City of Kettering

(Name of Entity)

By:

(Authorized Signatory)

Seller (if individual(s)):

Buyer (if entity):

Dan Bitler

(Name of Entity)

By:

Abraham Blaskiewicz

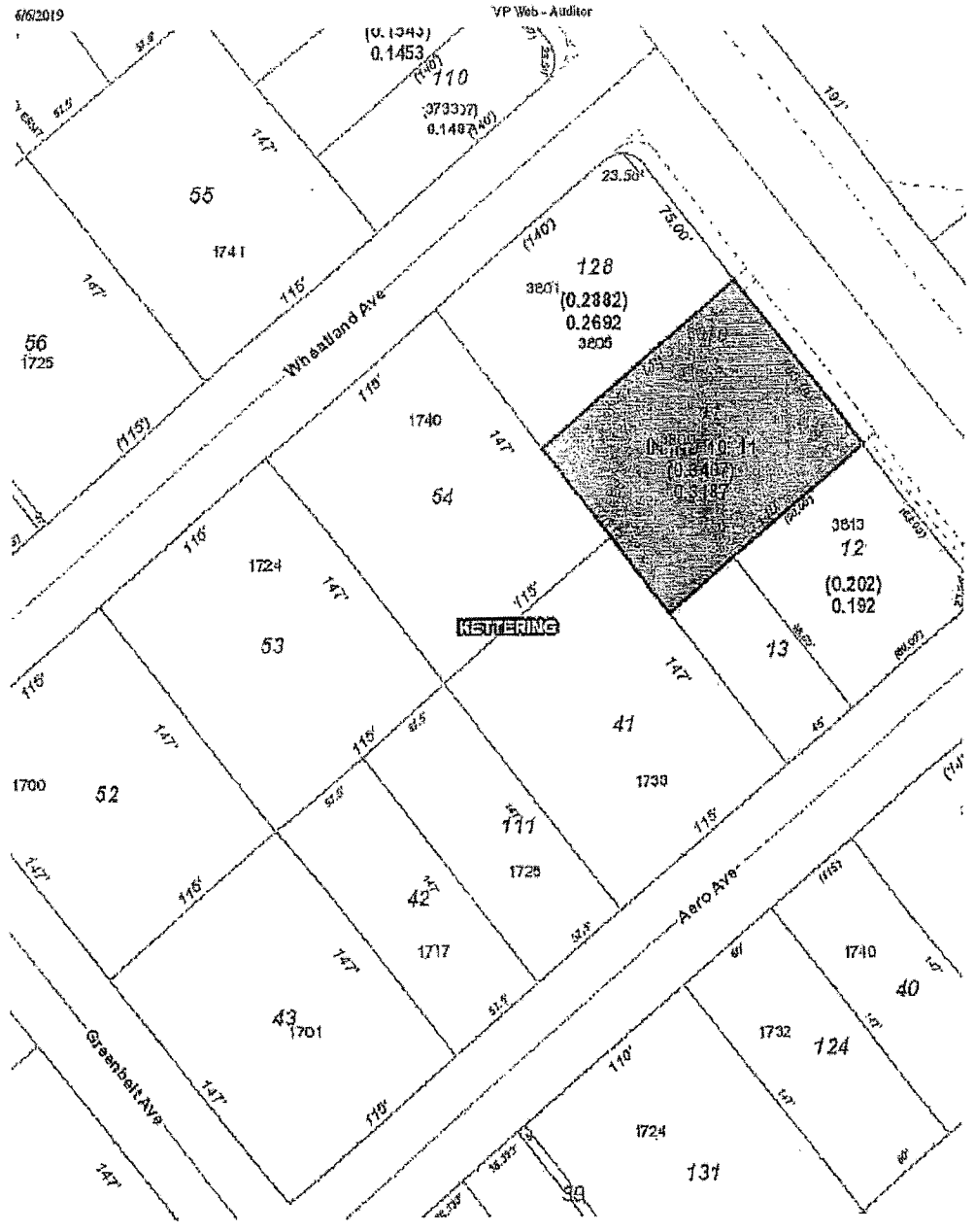
(Authorized Signatory)

Buyer (if individual(s)):

Daniel Bitler, Member



Handwritten initials and date: ABG 7/25/19



GIG VANTAGEPOINTS

Scale: 790.48

Powered by Esri



RE/MAX ALLIANCE

INSPECTION ADDENDUM CONTRACT TO PURCHASE Commercial/Industrial/Investment Real Estate



BUYER RETONES LLC

PROPERTY 3809 Wilmington Pike, Dayton, OH 45429

1. Inspection Profile.

- (a) Buyer shall have a period of 30 calendar days (this paragraph 1(a) not applicable if number of days not inserted) after the date this Contract is fully executed (the "Physical Inspection Period") to conduct any physical inspections of the structure, mechanical and utility systems, soil conditions and other physical characteristics of the land and improvements desired by Buyer. Environmental inspections are subject to the terms and limitations set forth in paragraph 1(d) of this Addendum.
- (b) Buyer shall have a period of 30 calendar days (this paragraph 1(b) not applicable if number of days not inserted) after this Contract is fully executed (the "Lead-Based Paint Inspection Period") to conduct an assessment or inspection of the Property to determine the presence of lead-based paint and/or lead-based paint hazards. The Lead-Based Paint Inspection Period, if applicable, represents the agreed upon time for Buyer to conduct such assessment or inspection. Buyer waives any other right or opportunity to conduct an assessment or inspection of the Property for these purposes.
- (c) Buyer shall have a period of N/A calendar days (this paragraph 1(c) not applicable if number of days not inserted) after the date this Contract is fully executed (the "Lease Inspection Period") to review all leases, rent rolls and financial data furnished by Seller with respect to the Property. Within N/A calendar days after acceptance of this Agreement, Seller shall deliver to Buyer copies of all leases, rent rolls, operating statements and statements of income and expenses for the Property for the preceding three (3) years (if available), as well as monthly statements for the current year and any other financial records and detail concerning the Property that Buyer may reasonably request (collectively, the "Lease Information"). The Lease Inspection Period shall be extended by one day for each day that Seller fails to deliver copies of the Lease Information to Buyer as required under this paragraph. In the event of any material adverse change in the Lease Information that occurs or of which Seller becomes aware after the initial delivery of the Lease Information to Buyer ("New Information"), Seller shall promptly deliver the New Information to BUYER and if less than 10 calendar days remain in the Lease Inspection Period, the Lease Inspection Period be extended until the date 10 calendar days after delivery of the New Information. At closing, Seller shall provide updated Lease Information as current as is reasonably practical. N/A
- (d) Buyer shall have a period of 30 calendar days (this paragraph 1(d) not applicable if number of days not inserted) after the date this Contract is fully executed (the "Environmental Inspection Period") to conduct an environmental site assessment of the Property. The Environmental Inspection Period shall be extended for no more than 30 calendar days if further environmental testing is requested by Buyer. Buyer shall not conduct intrusive testing without Seller's prior approval, such approval not to be unreasonably withheld. Buyer and Seller acknowledge that the Broker(s) have made no independent investigation to determine whether hazardous materials exist in, on or about the Property.
- (e) During each applicable Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Property, at Buyer's sole risk, at all reasonable times. Buyer shall be responsible for and shall indemnify, defend and hold Seller harmless against any employees, personal injury or property damage caused or suffered by Buyer or Buyer's inspectors or contractors, as a result of their entry onto the Property. All inspectors selected by Buyer shall be qualified and licensed when appropriate. Unless otherwise provided in this Contract, Buyer shall pay the costs of all inspections.

2. Notices of Objections.

If Buyer's inspectors of the Property disclose any matters to which Buyer reasonably objects, Buyer shall notify Seller in writing specifying the objections prior to the expiration of the applicable Inspection Period. For purposes of this Addendum, Buyer shall have the right to object only to those matters which (a) materially breach any representations or warranties made by Seller, or (b) materially impair the use, condition, value or suitability of the Property. Buyer may not object to minor, routine maintenance and repair items not affecting the ordinary use of the Property. Items shall not be considered defective merely because of their age. FAILURE TO NOTIFY SELLER OF ANY OBJECTIONS BEFORE EXPIRATION OF THE APPLICABLE INSPECTION PERIOD SHALL CONSTITUTE A WAIVER OF SUCH OBJECTIONS AND BUYER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH MATTERS.

3. Right to Cure.

In the event Buyer makes timely objections as permitted in paragraph 2, Seller shall have the right, for a period of 30 calendar days after expiration of the applicable Inspection Period (the "Cure Period"), to either (a) make all necessary repairs or replacements, or take such other actions as may be reasonably necessary, to cure the matters objected to by Buyer in a good and workmanlike manner or (b) provide other assurances reasonably acceptable to Buyer, by means of an escrow of funds at closing or otherwise, that the matters to which Buyer has objected will be repaired, replaced or otherwise cured with due diligence and in a good and workmanlike manner. A separate Cure Period shall apply to each Inspection Period.

DAYTON REALTORS®
INSPECTION ADDENDUM
CONTRACT TO PURCHASE

- 4. **Right to Cancel.**
If Seller is unwilling or unable to cure the matters to which Buyer has objected or to provide the assurances described above during the applicable Cure Period, Buyer shall have the right, at Buyer's sole option, to cancel the Contract, in which event the Earnest Money shall be returned to Buyer and the parties shall be released from all further obligations under this Contract. This right of cancellation shall be exercised, if at all, by giving written notice to Seller within 5 calendar days after the expiration of the applicable Cure Period. FAILURE BY BUYER TO CANCEL THIS CONTRACT WITHIN SUCH 5-DAY PERIOD SHALL CONSTITUTE A WAIVER BY BUYER OF ANY UNCURED OBJECTIONS, AND BUYER SHALL TAKE THE PROPERTY "AS IS" WITH RESPECT TO SUCH MATTERS.
- 5. **Release.**
Seller and Buyer release the Broker(s) from any and all liability arising from (a) any action by the Broker(s) in obtaining or recommending an inspector or contractor, (b) the contents of any inspection report or the work of any contractor, (c) any advice concerning the necessity of any inspections, (d) any defect or deficiency in the Property, and (e) the failure to deliver any notice within the time periods provided herein unless specifically requested to do so. This waiver shall survive the closing.

OTHER ADDENDA

[Empty rectangular box for other addenda]

Seller (if entity):

City of Kettering
(Name of Entity)

By: [Signature]
(Authorized Signatory)

Seller (if individual(s)):

[Empty rectangular box for seller individual(s)]

Buyer (if entity):

RKONES LLC
(Name of Entity)

By: [Signature]
(Authorized Signatory)

Buyer (if individual(s)):

[Empty rectangular box for buyer individual(s)]

ADDENDUM "1"

The following additional terms and conditions are made part of the Contract To Purchase Real Estate between Buyer and Seller ("Contract") to which this Addendum 1 is attached. In case of conflict, the terms of this Addendum 1 shall control. Terms defined in the Contract shall have the same meaning when used in this Addendum 1.

Notwithstanding anything else in the Contract to the contrary:

- A. The Property to be conveyed is comprised three lots, identified with Auditor's Parcel Nos. N64 01902 0010, N64 01902 0012, and N64 01902 0013.
- B. Buyer shall pay for all of the following fees, charges, and costs: settlement, closing, recording, and conveyance; title insurance; ~~and realtor/broker.~~
- C. Title to the Real Estate will be conveyed by limited warranty deed prepared by Seller.
- D. Seller will not indemnify or defend any other person, party, or entity.
- E. The Contract and this Addendum #1 shall be deemed void ab initio if, prior to the date of Closing, the Kettering City Council does not approve, by resolution, the Contract and declare that the Property is surplus property.
- F. Buyer is familiar with the Property and has or will have had the opportunity to perform all inspections and tests which Buyer wishes to perform with respect to the Property and Buyer is accepting the Property "AS IS, WITH ALL FAULTS", without any representations or warranties by Seller; any representations and warranties regarding the Property are hereby disclaimed and negated.
- G. There will be no proration of real estate taxes, assessments, or other benefit charges levied on an annual or periodic basis ("Taxes and Assessments"). Buyer will pay all Taxes and Assessments due after Closing. Any delinquent Taxes and Assessments and any penalties or interest thereon outstanding as of the Closing will be satisfied by the City.
- H. The Financing Addendum is deleted.
- I. Buyer desires to redevelop the Property including a new site plan and renovation of the building for use as a professional office building. As inducement for Seller to accept Buyer's below market offer Buyer makes the following redevelopment commitment ("Redevelopment Commitment"):
 - 1) Within four months of the Closing date, Buyer must complete all of the following:

AMC 7/25/19



- a) Consolidate the three lots comprising the Property into one legal lot;
- b) Deliver to Seller for Seller's approval site redevelopment and building renovation plans for the Property which shall at minimum, include all of the following:
 - i. Parking lot of sufficient size and design to meet the requirements of Chapters 1145 and 1147 of the Kettering Zoning Code, including, but not limited to a sufficient number of parking spaces for occupancy of the entire building, as well as adequate concrete perimeter and internal curbing of landscaped islands;
 - ii. Detailed revisions and/or updating of the building architecture sufficient to meet the requirements of Chapter 1149 of the Kettering Zoning Code, including, without limitation, screening of roof top HVAC units and other roof top equipment, and ; and
 - iii. Storm water grading and drainage.
 - iv. ~~Replacement of the wall along the west property line.~~ REPLACE, REPAIR OR REMOVE THE WALL ALONG THE WEST PROPERTY LINE.

Plans must comply in all respects with all applicable codes; and

- 2) Within twelve months of the Closing date, Buyer must complete all of the following:

- a) Renovation of the building in accordance with the approved plan(s) and applicable codes;
- b) Receive a final Certificate of Occupancy for not less than the whole building;
- c) Construction of the parking lot and drainage facilities in accordance with the approved plan(s) and applicable codes; and
- d) Installation of all required landscaping, screening, and buffering elements in accordance with the approved plan(s) and applicable codes.



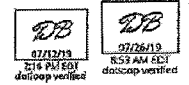
GHG
7/25/19



GHG

c) REPLACE, REPAIR OR REMOVE THE WALL ALONG THE WEST PROPERTY LINE IN ACCORDANCE WITH APPROVED PLAN(S) AND APPLICABLE CODES.

e) Replacement of the wall along the west property line in accordance with the approved plan(s) and applicable codes.



- 3) Buyer must occupy the renovated building as Buyer's headquarters for a minimum of five years from the date the final Certificate of Occupancy is issued.
- J. The Seller's remedy for breach of the Redevelopment Commitment is as follows. If the Buyer breaches the Redevelopment Commitment, then upon the Seller's demand, Buyer will promptly convey the Property back to the Seller, free and clear of all liens and encumbrances, by limited warranty deed at no cost to Seller.
- K. Buyer may not assign all or any portion of the Contract.
- L. In the event Seller receives in writing and desires to accept a market rate offer for the Property, Buyer, shall, within 48 hours from written or verbal notification of the Selling Agent either (i) match all terms and conditions of the market rate offer, including purchase price, or (ii) terminate the Contract. In the event of termination, neither party will have further obligation hereunder to the other party.
- M. The provisions of this Addendum shall survive any Closing.

The parties, through their duly authorized representatives, agree to and accept the foregoing terms and conditions.

Seller:
City of Kettering, Ohio

Buyer(s):
RKJONES LLC

by Mark W. Schwieterman 6/26/19
Mark W. Schwieterman Date
City Manager

by Daniel A. Bitler, Member
Date

Daniel A. Bitler, Member
Printed name of person signing above

Seller to pay real estate commission to brokers, Mark Fornes Realty, Inc and RE/MAX Alliance Realty in the amount of \$12,000 to be split 50/50.



CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

ACCEPTING THE RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING SAME TO THE MONTGOMERY COUNTY AND GREENE COUNTY AUDITORS

WHEREAS, action has been certified to this Council by the Budget Commission, together with an Auditor estimate of the rate of each tax necessary to be levied by this Council both within and without the ten mill tax limitation;

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

Section 1. That the rates, as determined by the Budget Commission in its certification, be, and the same are, hereby accepted.

Section 2. That the following taxes, both within and without the ten mill limitation, be and are hereby levied on the taxable property within this City effective January 1, 2019, collected in 2020:

<u>FUND</u>		<u>MILLS</u>
General Fund	3.50	(Voted - outside 10 mills)
General Fund	2.20	(Unvoted - inside 10 mills)
Police Pension	<u>.30</u>	(Unvoted - inside 10 mills)
	6.00	
Bond Retirement Fund	<u>.79</u>	(Voted - outside 10 mills)
TOTAL	6.79	

Section 3. This Council directs the Clerk of Council to forward certified copies of this Resolution to the Montgomery County and the Greene County Auditors.

Section 4. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2019.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by Finance Director)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO USE COMPETITIVE
BARGAINING AND NEGOTIATED QUOTES TO CONTRACT
FOR THE BIGGER ROAD RAILING REPAIR PROJECT (CITY
PROJECT NO. 02-122GA)**

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

Section 1. On the basis that the City can often obtain lower prices and more favorable purchasing conditions through competitive bargaining and negotiated quotations than through sealed bids, the City Manager is hereby authorized to use such bargaining and negotiation procedures and to enter into one or more contracts for the repair of the damaged bridge railing on the east side of Bigger Road (City Project No. 02-122GA). The City Manager is further authorized to sign any amendments or extensions thereto that the City Manager deems appropriate

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

Passed by Council this _____ day of _____ 2019.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$50,000.00
Amount Budgeted: \$0
Acct. No. 5201-77750

(Requested by: Engineering Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO USE COMPETITIVE
BARGAINING AND NEGOTIATED QUOTES TO CONTRACT
FOR PAINTING AND POWER WASHING THE POLEN FARM
HOUSE**

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

Section 1. On the basis that the City can often obtain lower prices and more favorable purchasing conditions through competitive bargaining and negotiated quotations than through sealed bids, the City Manager is hereby authorized to use such bargaining and negotiation procedures and to enter into one or more contracts for painting and power washing the Polen Farm House. The City Manager is further authorized to sign any amendments or extensions thereto that the City Manager deems appropriate.

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

Passed by Council this _____ day of _____, 2019.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III,
Law Director

Estimated Cost: \$24,606.00
Amount Budgeted: \$25,000.00
Acct. No.: 6103-77750

(Requested by: Public Service Department)

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, 2019

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, 2019, the following supplemental sums are set aside and appropriated:

A. From the General Fund:

Economic Development	
Operating Expenses	\$ 135,415.00
Transfers to Other Funds	
Capital Improvement Fund	\$ 535,500.00

B. From the Capital Improvement Fund:

Street Surfacing	\$ 908,000.00
Drainage	\$ 5,000.00
Other	\$ 85,000.00

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. As provided in Section 4-8 of the City Charter, this Resolution takes effect immediately upon its adoption.

Passed by Council this _____ day of _____ 2019.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER, III
Law Director

Estimated Cost: \$1,133,415.00
Amount Budgeted: \$0
Acct. No. General Fund, Capital Improvement Fund

(Requested by: Finance Department)