



DONALD E. PATTERSON, MAYOR • TONY KLEPACZ, VICE MAYOR

BRUCE E. DUKE • JACQUE FISHER • BILL LAUTAR • ROBERT SCOTT • JOSEPH D. WANAMAKER

KETTERING COUNCIL AGENDA

March 10, 2020

**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

February 25, 2020- Council Meeting & Workshop Minutes

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

Proclamation Multiple System Atrophy Awareness Month

PUBLIC HEARINGS

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

1. To amend the traffic control map and the traffic control file of the City of Kettering to show the installation of traffic signs on various city streets and to repeal section 1(B)(13) of Ordinance No. 2633-75.

RESOLUTIONS

2. Authorizing the City Manager to accept and administer a \$7,000.00 grant from the Kettering Parks Foundation for the city's financial assistance program.
3. Authorizing the City Manager to enter into agreements with the Ohio Department of Transportation to allow the City of Kettering to serve as responsible lead agency for administration of the Ansel Drive Bridge Rehabilitation Project (City Project No. 03-947; ODOT Project MOT-Kettering Ansel Dr Brd Rehab, PID 111589).
4. Authorizing the City Manager to use competitive bargaining and negotiated quotes to contract for property maintenance of various city-owned lots.
5. Authorizing the City Manager to enter into an Economic Development Incentive Grant agreement with Synchrony Financial.
6. Authorizing the City Manager to accept a bequest from the estate of Larry S. Tracy.
7. Authorizing the City Manager to accept the *One Ohio* Memorandum of Understanding.
8. 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, 2020.

ORDINANCES IN FIRST READING

9. To levy special assessments for the construction and repair of curbs, sidewalks, drive approaches, and related appurtenances for the 2019 Curb, Sidewalk & Drive Approach Program (City Project No. 05-119).
10. To provide by mutual agreement for the adjustment of the boundaries between the cities of Kettering and Centerville, Ohio.

CERTIFICATIONS AND PETITIONS

MANAGER'S REPORT/COMMUNITY UPDATE

OTHER BUSINESS NOT ON WRITTEN AGENDA

Audience Participation (5 Minute Limit per Speaker)

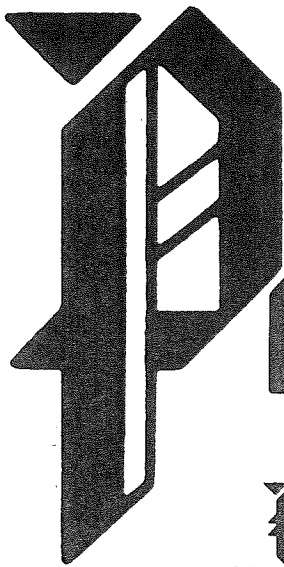
CITY COUNCIL REPORT/UPDATE

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

2020

March 9	7:00 p.m.	Board of Community Relations
March 10	4:00 p.m.	Partners for Healthy Youth
	6:00 p.m.	Council Workshop
	7:30 p.m.	City Council Meeting
March 16	7:00 p.m.	Planning Commission
March 18	8:00 a.m.	Volunteer Advisory Council
March 23	7:00 p.m.	Board of Zoning Appeals
	7:30 p.m.	Sister Cities
March 24	6:00 p.m.	Council Workshop
	7:30 p.m.	City Council Meeting



Office of the Mayor

Proclamation

Whereas:

Multiple System Atrophy is a rare degenerative and terminal neurological disease which has a distinctive impact on each patient; and

WHEREAS: *According to the Multiple System Atrophy Coalition, MSA affects approximately 50,000 Americans; and*

WHEREAS: *Symptoms include problems with balance, coordination, gait, bladder and bowel functions, speech, swallowing and breathing; and*

WHEREAS: *A multidisciplinary approach to MSA care includes physical, psychological and financial support for patients and caregivers, including support groups; and*

WHEREAS: *There are some medications that treat the symptoms and some clinical trials for the development of improved treatment, much more research is needed for better management of the disease and ultimately a cure; and*

WHEREAS: *Increased education and awareness are needed to assist in accurately diagnosing MSA and to raise funds for research for treatments with fewer side effects and ultimately a cure; and*

WHEREAS: *March has been proclaimed as Multiple System Atrophy Awareness Month among the MSA worldwide community in dealing with the devastating effects of MSA.*

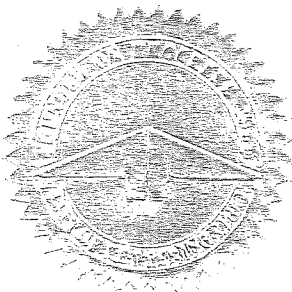
NOW, THEREFORE, I, Donald E. Patterson, Mayor of the City of Kettering, Ohio, do hereby proclaim

March 2020

to be

Multiple System Atrophy Awareness Month

in the City of Kettering, Ohio, and to bring awareness and educate people about MSA, with the hope a cure will soon be found.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 10th day of March in the Year of our Lord, Two Thousand and Twenty.

DONALD E. PATTERSON
Mayor of the City of Kettering, Ohio

CITY OF KETTERING, OHIO

AN ORDINANCE

By:

No.

TO AMEND THE TRAFFIC CONTROL MAP AND THE TRAFFIC CONTROL FILE OF THE CITY OF KETTERING TO SHOW THE INSTALLATION OF TRAFFIC SIGNS ON VARIOUS CITY STREETS AND TO REPEAL SECTION 1(B)(13) OF ORDINANCE NO. 2633-75

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

Section 1. The Traffic Control Map and the Traffic Control file of the City of Kettering, Ohio are hereby amended to show:

A. East Rahn Road at Wilmington Pike

Right Lane Must Turn Right – North Lane East Rahn Road west bound at Wilmington Pike; and South Lane East Rahn Road east bound at Wilmington Pike.

Thru Only – Center Lane East Rahn Road west bound at Wilmington Pike; and Center Lane East Rahn Road east bound at Wilmington Pike.

B. East Rahn Road at Bigger Road

Right Lane Must Turn Right – North Lane East Rahn Road west bound at Bigger Road; and South Lane East Rahn Road east bound at Bigger Road.

Thru Only – Center Lane East Rahn Road west bound at Bigger Road; and Center Lane East Rahn Road east bound at Bigger Road.

Section 2. Section 1(B)(13) of Ordinance No. 2633-75, which adopted no turn on red for west bound Forrer Boulevard at Woodman Drive, is repealed. The Traffic Control Map and the Traffic Control file of the City of Kettering, Ohio are hereby amended to reflect this change.

Section 3. The City Engineer is hereby directed to have signs erected or taken down in accordance with these amendments.

Section 4. As permitted in Section 406.03 of the Codified Ordinances of the City of Kettering, Ohio, the temporary traffic control authorization has been used to quickly install these regulations.

Section 5. As provided in Section 4-8 of the City Charter, this Ordinance shall be effective two weeks after adoption.

Passed by Council this _____ day of _____ 2020.

TONY KLEPACZ, Vice Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by: Engineering Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ACCEPT AND
ADMINISTER A \$7,000.00 GRANT FROM THE KETTERING
PARKS FOUNDATION FOR THE CITY'S FINANCIAL
ASSISTANCE PROGRAM**

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

Section 1. The City Manager is hereby authorized to accept a \$7,000.00 grant from the Kettering Parks Foundation to administer a financial assistance program for low-income Kettering residents to purchase passes or register for classes or camps at any of the Parks, Recreation and Cultural Arts facilities, all at reduced fees. Further, this Council hereby ratifies all matters and statements included in the grant application.

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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$7,000.00
Amount Budgeted: \$0
Acct. No.: Special Grants and Programs Fund

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

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO ALLOW THE CITY OF KETTERING TO SERVE AS RESPONSIBLE LEAD AGENCY FOR ADMINISTRATION OF THE ANSEL DRIVE BRIDGE REHABILITATION PROJECT (CITY PROJECT NO. 03-947; ODOT PROJECT MOT-KETTERING ANSEL DR BRD REHAB, PID 111589)

WHEREAS, Section 5501.03(D) of the Ohio Revised Code provides that the Director of the Ohio Department of Transportation ("ODOT") may coordinate the activities of the Department with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions; and

WHEREAS, the following listed project is a transportation activity eligible to receive federal/state funding:

- a. Ansel Drive Bridge Rehabilitation Project (City Project No. 03-947; ODOT Project MOT-Kettering Ansel Dr Brd Rehab, PID 111589)

WHEREAS, the City of Kettering has received funding approval for the project listed above from the program manager having responsibility for the federal/state funds involved; and

WHEREAS, it is the mutual desire of ODOT and the City of Kettering to have the City of Kettering serve as the responsible lead agency for administration of the project;

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

Section 1. This Council hereby authorizes the City Manager to enter into one or more agreements with ODOT to allow the City of Kettering to serve as the responsible lead agency for administration of the Ansel Drive Bridge Rehabilitation Project (City Project No. 03-947; ODOT Project MOT-Kettering Ansel Dr Brd Rehab, PID 111589). 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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(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 PROPERTY MAINTENANCE OF VARIOUS CITY-OWNED
LOTS**

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 property maintenance of various City-owned lots. 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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$45,000.00
Amount Budgeted: \$45,000.00
Acct. No.: 2453-72550

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

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
ECONOMIC DEVELOPMENT INCENTIVE GRANT
AGREEMENT WITH SYNCHRONY FINANCIAL**

WHEREAS, Synchrony Financial ("Synchrony") desires to enter into a five-year lease with one five-year renewal option for their current location, 950 Forrer Boulevard, Kettering, Ohio; and

WHEREAS, Synchrony desires an economic development incentive grant from the City of Kettering in order to do so; and

WHEREAS, Synchrony intends to retain approximately 1,900 full-time equivalent employees at its current location;

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 to enter into an Economic Development Incentive Grant Agreement with Synchrony and to provide Synchrony with an incentive estimated at \$675,000.00 over a five-year grant incentive period. Additional terms that the City Manager deems are appropriate and in the interest of the City shall also be included. 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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$675,000.00
To be budgeted in future years: \$675,000.00
Acct. No.: 0550-72550

(Requested by: City Manager's Office)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ACCEPT A
BEQUEST FROM THE ESTATE OF LARRY S. TRACY**

BE IT RESOLVED by the Council of the City of Kettering, Ohio that:

Section 1. The City Manager is hereby authorized, on behalf of the City, to accept a bequest from the Estate of Larry S. Tracy to the Kettering Recreation Center in the amount of \$68,876.46.

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

Passed by Council this _____ day of _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$0
Amount Budgeted: \$0
Acct. No.: 9246-49100

(Requested by: Law Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

AUTHORIZING THE CITY MANAGER TO ACCEPT THE *ONE OHIO* MEMORANDUM OF UNDERSTANDING

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the opioid pharmaceutical supply chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and legal counsel, separately are engaged in litigation seeking to hold the opioid pharmaceutical supply chain participants accountable for the damage caused throughout the State of Ohio; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments, share a common desire to abate and alleviate the impacts of this opioid epidemic throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating a final settlement and a distribution of such settlement, have drafted a *One Ohio* Memorandum of Understanding ("MOU") related to pursuing common negotiations to resolve this complex litigation, and relating to the allocation and use of the proceeds of any potential settlements; and

WHEREAS, the MOU was drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means to resolve this litigation recognizing that the MOU does not bind any party to a specific outcome; and

WHEREAS, any resolution under the MOU will require acceptance by the State of Ohio and the Local Governments; and

WHEREAS, Council understands that the purpose of the MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuate earlier resolution of the Opioid Litigation against the opioid pharmaceutical supply chain participants; and

WHEREAS, Council understands that the MOU as proposed allocates a specific portion of any settlement to litigation fees as well as a Local Government Fund, a statewide Foundation focused upon the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse, and to the State of Ohio; and

WHEREAS, Council understands that the MOU proposes to create regions throughout the State of Ohio to more effectively and collaboratively use funds which may be directed to the Foundation; and

WHEREAS, Council wishes to support the non-binding MOU and to authorize the City Manager to continue to monitor and, if appropriate, support the purposes of the MOU approved herein.

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

Section 1. The City Manager is authorized to accept, on behalf of the City, the MOU. A copy of the MOU, without exhibits, is attached hereto as Exhibit A. The City Manager is further authorized to sign any amendments or extensions thereto that the City Manager deems appropriate.

Section 2. The City Manager further is authorized to execute such additional documents as may be required throughout the process in the negotiations of this Opioid Settlement to endorse the support of the City to the solutions outlined in the MOU.

Section 3. The City Manager shall continue to advise the Council and Administration of the progress of these negotiations and the potential outcome of these negotiations.

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 _____ 2020.

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

(12 pages including this page)

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. “Approved Purpose(s)” shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, “Approved Purpose(s)” will also include past expenditures.
8. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments (“LG Share”), 55% to the Foundation (structure described below) (“Foundation Share”), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio (“State Share”).
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL (“M.D.L.”) Common Benefit fund for fees and expenses and 40% to contingency fees.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
3. The Parties shall create a private 501(c)(3) foundation (“Foundation”) with a governing board (“Board”), a panel of experts (“Expert Panel”), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. Board Composition

a. The Board will consist of 29 members comprising representation from four classes:

- Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
- Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
- Eleven members with one member selected from each non-metropolitan Regions; and
- Eight members, with one member selected from each metropolitan Regions.

b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. Board terms will be staggered. Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
- g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:

Mike DeWine, Governor

Dave Yost, Attorney General

FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:

Frank L Gallucci III
Plevin & Gallucci Co., LPA

Anthony J. Majestro
Powell & Majestro PLLC

Michelle Kranz
Zoll & Kranz, LLC

Donald W. Davis, Jr.
Brennan, Manna & Diamond, LLC

Joe Rice
Motley Rice, LLC

Russell Budd
Baron & Budd, PC

Robert R. Miller
Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.
Seif & McNamee, LLC

James Lowe
Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger
Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler
Law Offices of Kevin M. Butler

We the undersigned ACCEPT / REJECT (Circle One) the One Ohio Memorandum of Understanding (“MOU”). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

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, 2020

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, 2020, the following supplemental sums are set aside and appropriated:

A. <u>From the General Fund:</u>		
TRANSFERS TO OTHER FUNDS		
State Highway Fund		\$36,100.00
Capital Improvement Fund		\$85,500.00
B. <u>From the State Highway Construction and Maintenance Fund:</u>		
STREET SURFACTING		\$36,100.00
C. <u>From the Special Grants and Programs Fund:</u>		
Other		\$7,005.00
D. <u>From the Capital Improvement Fund:</u>		
TRAFFIC CONTROLS		\$85,500.00

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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$128,605.00 net transfers
Amount Budgeted: \$0
Acct. Nos. Various

(Requested by: Finance Department)

CITY OF KETTERING, OHIO

AN ORDINANCE

By:

No.

**TO LEVY SPECIAL ASSESSMENTS FOR THE CONSTRUCTION
AND REPAIR OF CURBS, SIDEWALKS, DRIVE APPROACHES,
AND RELATED APPURTENANCES FOR THE 2019 CURB,
SIDEWALK & DRIVE APPROACH PROGRAM (CITY PROJECT
NO. 05-119)**

WHEREAS, on January 8, 2019, this Council adopted Resolution No. 10250-19, a Resolution of Necessity, declaring the necessity to construct and repair curbs, sidewalks, driveway approaches, and related appurtenances, as part of the 2019 Curb, Sidewalk & Drive Approach Repair Project (Project No. 05-119); and

WHEREAS, notice of the passage of that Resolution of Necessity was given as required by law; and

WHEREAS, the City of Kettering subsequently constructed and/or repaired those curbs, sidewalks, driveway approaches, and related appurtenances which were not constructed or repaired by the owners of the abutting property; and

WHEREAS, the total cost of the construction has been reported to this Council; and a list of estimated assessments of that total cost has been prepared and placed on file in the office of the Clerk of this Council so as to be available for public inspection, and a copy of said list is attached hereto as Exhibit A and made a part of this Ordinance; and

WHEREAS, notice that the list of estimated assessments was available for inspection and examination was published as required by law in a newspaper of general circulation; and

WHEREAS, no objections to any assessment have been filed; and

WHEREAS, this Council has now reviewed the estimated assessments;

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

Section 1. The list of estimated assessments referred to in the above recital paragraphs is hereby approved.

Section 2. The amounts of assessment on the list are hereby and shall be levied upon the lots and lands which abut the improvements, as set forth on the list.

Section 3. No assessment approved or levied by this Ordinance exceeds the special benefits resulting from the improvement and does not exceed any statutory limitation.

Section 4. The Clerk of Council is authorized and directed to continue to keep on file in her office until all the assessments have been paid in full a list of the assessments and the description of the lots and lands so assessed.

Section 5. The total assessment against each lot and parcel of land shall be payable in cash to the Finance Director of the City of Kettering by August 7, 2020, or, at the option of the property owner, shall be payable in not more than ten (10) annual installments over a period not exceeding ten (10) years, with the exact number of annual installments subject to the amount of the assessment, in accordance with the schedule set forth below:

<u>ASSESSMENT AMOUNT</u>	<u>ANNUAL INSTALLMENTS</u>	<u>INTEREST RATE</u>
\$0-250	1	0.91%
\$251-500	2	0.99%
\$501-750	3	1.03%
\$751-1000	4	1.09%
\$1001-1250	5	1.11%
\$1251-1500	6	1.18%
\$1501-1750	7	1.25%
\$1751-2000	8	1.32%
\$2001-2250	9	1.39%
\$2251 & OVER	10	1.46%

Assessments paid in annual installments shall include all costs of the County Auditor and shall also include interest at the rates set forth in the above table.

All assessments and assessment installments that have not been paid at the expiration of the payment period allowed by this Ordinance shall, within fourteen (14) working days following such date of expiration, be certified by the Clerk of this Council to the County Auditor as provided by law. These assessments and installments are then to be placed on the tax duplicate and collected at the same time and in the same manner as real estate taxes are collected.

Section 6. The Clerk of Council is authorized and directed to cause notice of the passage of this Ordinance to be published once in a newspaper of general circulation in the City; the notice shall state that the assessments have been made and are on file in the office of the Clerk of Council for inspection and examination by interested persons.

Section 7. The Clerk of Council is authorized and directed to cause notice of the levy of the assessments to be filed with the County Auditor within twenty (20) days following the passage of this Ordinance.

Section 8. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting; and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, to the extent required by or under the Charter of this City.

Section 9. As provided in Section 4-8 of the City Charter, this Ordinance shall be effective two weeks after adoption.

Passed by Council this _____ day of _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by Engineering Department)

EXHIBIT A

(10 pages including this page)

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
3860 ACKERMAN BLVD	N64 01710 0001	\$223.68 24.00	\$717.12 24.00	\$344.68 135.70	\$0.00 0.00	\$0.00 0.00	\$1,063.89 135.70	\$0.00 0.00	\$2,349.37
2485 N ARAGON AVE	N64 01402 0007	\$0.00 0.00	\$0.00 0.00	\$59.94 23.60	\$184.55 23.60	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$244.49
2497 N ARAGON AVE	N64 01402 0008	\$0.00 0.00	\$0.00 0.00	\$155.45 61.20	\$478.58 61.20	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$634.03
2501 N ARAGON AVE	N64 01402 0009	\$0.00 0.00	\$0.00 0.00	\$137.16 54.00	\$422.28 54.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$559.44
3508 ASCOT CT	N64 02318 0018	\$242.32 26.00	\$776.88 26.00	\$441.96 174.00	\$156.40 20.00	\$0.00 0.00	\$1,207.36 154.00	\$0.00 0.00	\$2,824.92
3509 ASCOT CT	N64 02318 0019	\$192.92 20.70	\$618.52 20.70	\$325.12 128.00	\$437.92 56.00	\$628.56 72.00	\$0.00 0.00	\$0.00 0.00	\$2,203.04
3516 ASCOT CT	N64 02318 0017	\$251.64 27.00	\$806.76 27.00	\$459.74 181.00	\$813.28 104.00	\$0.00 0.00	\$603.68 77.00	\$0.00 0.00	\$2,935.10
3517 ASCOT CT	N64 02318 0020	\$233.00 25.00	\$747.00 25.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$980.00
3524 ASCOT CT	N64 02318 0016	\$428.72 46.00	\$1,374.48 46.00	\$487.68 192.00	\$1,501.44 192.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$3,792.32
950 BENFIELD DR	N64 01614 0058	\$85.74 9.20	\$274.90 9.20	\$254.00 100.00	\$782.00 100.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,396.64
956 BENFIELD DR	N64 01614 0056	\$0.00 0.00	\$0.00 0.00	\$48.26 19.00	\$148.58 19.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$196.84
957 BENFIELD DR	N64 01614 0060	\$242.32 26.00	\$776.88 26.00	\$345.44 136.00	\$0.00 0.00	\$104.76 12.00	\$972.16 124.00	\$0.00 0.00	\$2,441.56
962 BENFIELD DR	N64 01614 0055	\$37.28 4.00	\$119.52 4.00	\$104.14 41.00	\$320.62 41.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$581.56
963 BENFIELD DR	N64 01614 0061	\$46.60 5.00	\$149.40 5.00	\$55.88 22.00	\$172.04 22.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$423.92
969 BENFIELD DR	N64 01614 0062	\$177.08 19.00	\$567.72 19.00	\$154.94 61.00	\$164.22 21.00	\$0.00 0.00	\$313.60 40.00	\$0.00 0.00	\$1,377.56
1001 BENFIELD DR	N64 01614 0063	\$93.20 10.00	\$298.80 10.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$392.00
1006 BENFIELD DR	N64 01614 0044	\$0.00 0.00	\$0.00 0.00	\$269.24 106.00	\$641.24 82.00	\$209.52 24.00	\$0.00 0.00	\$0.00 0.00	\$1,120.00
1007 BENFIELD DR	N64 01614 0064	\$102.52 11.00	\$328.68 11.00	\$157.48 62.00	\$484.84 62.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,073.52
1013 BENFIELD DR	N64 01614 0065	\$76.42 8.20	\$245.02 8.20	\$130.05 51.20	\$165.78 21.20	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$617.27
1019 BENFIELD DR	N64 01614 0066	\$0.00 0.00	\$0.00 0.00	\$127.00 50.00	\$156.40 20.00	\$261.90 30.00	\$0.00 0.00	\$0.00 0.00	\$545.30
1024 BENFIELD DR	N64 01614 0042	\$37.28 4.00	\$119.52 4.00	\$91.44 36.00	\$281.52 36.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$529.76
1025 BENFIELD DR	N64 01614 0067	\$65.24 6.52	\$209.16 6.52	\$203.20 62.56	\$625.60 62.56	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,103.20

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
1030 BENFIELD DR	N64 01614 0031	7.00	7.00	80.00	80.00	0.00	0.00	0.00	\$1,202.88
		\$167.76	\$537.84	\$121.92	\$375.36	\$0.00	\$0.00	\$0.00	
		18.00	18.00	48.00	48.00	0.00	0.00	0.00	
1100 BENFIELD DR	N64 02317 0020	\$27.96	\$89.64	\$337.82	\$0.00	\$0.00	\$1,042.72	\$0.00	\$1,498.14
		3.00	3.00	133.00	0.00	0.00	133.00	0.00	
1107 BENFIELD DR	N64 02317 0018	\$260.96	\$836.64	\$1,165.86	\$1,994.10	\$611.10	\$1,050.56	\$0.00	\$5,919.22
		28.00	28.00	459.00	255.00	70.00	134.00	0.00	
1113 BENFIELD DR	N64 02317 0017	\$121.16	\$388.44	\$596.90	\$852.38	\$0.00	\$987.84	\$0.00	\$2,946.72
		13.00	13.00	235.00	109.00	0.00	126.00	0.00	
1118 BENFIELD DR	N64 02317 0027	\$0.00	\$0.00	\$104.14	\$320.62	\$0.00	\$0.00	\$0.00	\$424.76
		0.00	0.00	41.00	41.00	0.00	0.00	0.00	
1119 BENFIELD DR	N64 02317 0016	\$270.28	\$866.52	\$533.40	\$547.40	\$0.00	\$1,097.60	\$0.00	\$3,315.20
		29.00	29.00	210.00	70.00	0.00	140.00	0.00	
1124 BENFIELD DR	N64 02317 0028	\$102.52	\$328.68	\$480.06	\$344.08	\$69.84	\$1,074.08	\$0.00	\$2,399.26
		11.00	11.00	189.00	44.00	8.00	137.00	0.00	
1125 BENFIELD DR	N64 02317 0015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1131 BENFIELD DR	N64 02317 0014	\$102.52	\$328.68	\$395.73	\$84.46	\$87.30	\$1,058.40	\$0.00	\$2,057.09
		11.00	11.00	155.80	10.80	10.00	135.00	0.00	
1200 BENFIELD DR	N64 02317 0033	\$27.96	\$89.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117.60
		3.00	3.00	0.00	0.00	0.00	0.00	0.00	
1201 BENFIELD DR	N64 02317 0013	\$428.72	\$1,374.48	\$327.66	\$0.00	\$0.00	\$1,011.36	\$0.00	\$3,142.22
		46.00	46.00	129.00	0.00	0.00	129.00	0.00	
1212 BENFIELD DR	N64 02317 0034	\$0.00	\$0.00	\$524.26	\$218.96	\$439.99	\$1,003.52	\$0.00	\$2,186.73
		0.00	0.00	206.40	28.00	50.40	128.00	0.00	
1213 BENFIELD DR	N64 02317 0012	\$288.92	\$926.28	\$101.60	\$312.80	\$0.00	\$0.00	\$0.00	\$1,629.60
		31.00	31.00	40.00	40.00	0.00	0.00	0.00	
1218 BENFIELD DR	N64 02317 0035	\$27.96	\$89.64	\$543.56	\$782.00	\$340.47	\$588.00	\$0.00	\$2,371.63
		3.00	3.00	214.00	100.00	39.00	75.00	0.00	
1224 BENFIELD DR	N64 02317 0036	\$0.00	\$0.00	\$428.75	\$694.42	\$0.00	\$768.32	\$0.00	\$1,891.49
		0.00	0.00	168.80	88.80	0.00	98.00	0.00	
1225 BENFIELD DR	N64 02318 0022	\$0.00	\$0.00	\$213.36	\$556.88	\$0.00	\$0.00	\$0.00	\$870.24
		0.00	0.00	84.00	84.00	0.00	0.00	0.00	
1230 BENFIELD DR	N64 02318 0025	\$0.00	\$0.00	\$152.40	\$406.64	\$69.84	\$0.00	\$0.00	\$628.88
		0.00	0.00	60.00	52.00	8.00	0.00	0.00	
1231 BENFIELD DR	N64 02318 0021	\$512.60	\$1,643.40	\$81.28	\$250.24	\$0.00	\$0.00	\$0.00	\$2,487.52
		55.00	55.00	32.00	32.00	0.00	0.00	0.00	
1236 BENFIELD DR	N64 02318 0026	\$0.00	\$0.00	\$137.16	\$422.28	\$0.00	\$0.00	\$0.00	\$559.44
		0.00	0.00	54.00	54.00	0.00	0.00	0.00	
3601 BENFIELD DR	N64 02318 0027	\$111.84	\$358.56	\$544.96	\$963.42	\$174.60	\$584.47	\$0.00	\$2,737.85
		12.00	12.00	214.55	123.20	20.00	74.55	0.00	
3604 BENFIELD DR	N64 02318 0015	\$83.88	\$268.92	\$213.36	\$656.88	\$0.00	\$0.00	\$0.00	\$1,223.04
		9.00	9.00	84.00	84.00	0.00	0.00	0.00	

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
3608 BENFIELD DR	N64 02318 0014	\$65.24 7.00	\$209.16 7.00	\$91.44 36.00	\$281.52 36.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$647.36
3611 BENFIELD DR	N64 02301 0023	\$144.46 15.50	\$463.14 15.50	\$416.56 164.00	\$1,282.48 164.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$2,306.64
3706 BENFIELD DR	N64 01913 0012	\$57.76 6.20	\$185.26 6.20	\$50.80 20.00	\$156.40 20.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$450.24
3712 BENFIELD DR	N64 01913 0011	\$254.44 27.30	\$815.72 27.30	\$415.01 163.39	\$78.20 10.00	\$349.20 40.00	\$888.98 113.39	\$0.00 0.00	\$2,801.55
3718 BENFIELD DR	N64 01913 0010	\$260.96 28.00	\$836.64 28.00	\$25.40 10.00	\$78.20 10.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,201.20
3721 BENFIELD DR	N64 01613 0025	\$0.00 0.00	\$0.00 0.00	\$203.20 80.00	\$625.60 80.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$828.80
3724 BENFIELD DR	N64 01913 0009	\$0.00 0.00	\$0.00 0.00	\$467.36 184.00	\$1,438.88 184.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,906.24
3725 BENFIELD DR	N64 01913 0014	\$27.96 3.00	\$89.64 3.00	\$254.00 100.00	\$782.00 100.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,153.60
3729 BENFIELD DR	N64 01613 0008	\$298.24 32.00	\$956.16 32.00	\$449.58 177.00	\$0.00 0.00	\$628.56 72.00	\$823.20 105.00	\$0.00 0.00	\$3,155.74
3730 BENFIELD DR	N64 01913 0008	\$242.32 26.00	\$776.88 26.00	\$525.78 207.00	\$312.80 40.00	\$174.60 20.00	\$1,152.48 147.00	\$0.00 0.00	\$3,184.86
3742 BENFIELD DR	N64 01913 0006	\$0.00 0.00	\$0.00 0.00	\$50.80 20.00	\$156.40 20.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$207.20
3754 BENFIELD DR	N64 01913 0004	\$0.00 0.00	\$0.00 0.00	\$416.56 164.00	\$1,282.48 164.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,699.04
3806 BENFIELD DR	N64 01913 0002	\$0.00 0.00	\$0.00 0.00	\$50.80 20.00	\$156.40 20.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$207.20
3807 BENFIELD DR	N64 01613 0032	\$27.96 3.00	\$89.64 3.00	\$50.80 20.00	\$156.40 20.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$324.80
3812 BENFIELD DR	N64 01913 0001	\$186.40 20.00	\$597.60 20.00	\$383.54 151.00	\$481.71 61.60	\$0.00 0.00	\$700.90 89.40	\$0.00 0.00	\$2,350.15
3813 BENFIELD DR	N64 01613 0033	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00
3818 BENFIELD DR	N64 02112 0011	\$251.64 27.00	\$806.76 27.00	\$389.13 153.20	\$156.40 20.00	\$0.00 0.00	\$1,044.29 133.20	\$0.00 0.00	\$2,648.22
3830 BENFIELD DR	N64 02112 0009	\$0.00 0.00	\$0.00 0.00	\$284.16 104.00	\$813.28 104.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$1,077.44
3835 BENFIELD DR	N64 02112 0012	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00
3836 BENFIELD DR	N64 02112 0008	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00 0.00	\$0.00
3901 BENFIELD DR	N64 02112 0018	\$242.32 26.00	\$776.88 26.00	\$535.94 211.00	\$469.20 60.00	\$0.00 0.00	\$1,183.84 151.00	\$0.00 0.00	\$3,208.18
3914 BENFIELD DR	N64 02112 0027	\$559.20	\$1,792.80	\$682.24	\$1,388.83	\$0.00	\$713.44	\$0.00	\$5,136.51

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
3915 BENFIELD DR	N64 02112 0019	60.00	60.00	268.60	177.60	0.00	91.00	0.00	\$3,366.94
		\$307.56	\$986.04	\$500.38	\$0.00	\$279.36	\$1,293.60	\$0.00	
		33.00	33.00	197.00	0.00	32.00	165.00	0.00	
3928 BENFIELD DR	N64 02112 0026	46.60	\$149.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$196.00
		5.00	5.00	0.00	0.00	0.00	0.00	0.00	
3929 BENFIELD DR	N64 02112 0020	\$288.92	\$926.28	\$658.52	\$484.84	\$785.70	\$1,458.24	\$0.00	\$4,802.50
		31.00	31.00	338.00	62.00	90.00	186.00	0.00	
3943 BENFIELD DR	N64 02112 0021	\$139.80	\$448.20	\$163.58	\$190.81	\$349.20	\$0.00	\$0.00	\$1,291.59
		15.00	15.00	64.40	24.40	40.00	0.00	0.00	
3508 BENTWOOD CT	N64 02318 0023	\$0.00	\$0.00	\$50.80	\$156.40	\$0.00	\$0.00	\$0.00	\$207.20
		0.00	0.00	20.00	20.00	0.00	0.00	0.00	
3509 BENTWOOD CT	N64 02318 0024	\$0.00	\$0.00	\$325.12	\$1,000.96	\$0.00	\$0.00	\$0.00	\$1,326.08
		0.00	0.00	128.00	128.00	0.00	0.00	0.00	
3517 BENTWOOD CT	N64 02317 0011	\$0.00	\$0.00	\$40.64	\$125.12	\$0.00	\$0.00	\$0.00	\$165.76
		0.00	0.00	16.00	16.00	0.00	0.00	0.00	
1177 BERNA LN	N64 02115 0025	\$0.00	\$0.00	\$63.50	\$195.50	\$0.00	\$0.00	\$0.00	\$259.00
		0.00	0.00	25.00	25.00	0.00	0.00	0.00	
4525 BIGGER RD	N64 02012 0008	\$0.00	\$0.00	\$172.72	\$531.76	\$0.00	\$0.00	\$0.00	\$704.48
		0.00	0.00	68.00	68.00	0.00	0.00	0.00	
5374 BIGGER RD	N64 03016 0003	\$0.00	\$0.00	\$193.04	\$594.32	\$0.00	\$0.00	\$0.00	\$787.36
		0.00	0.00	76.00	76.00	0.00	0.00	0.00	
2025 BRAINARD DR	N64 03615 0009	\$279.60	\$896.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,176.00
		30.00	30.00	0.00	0.00	0.00	0.00	0.00	
1142 CLAYBOURNE RD	N64 01913 0022	\$0.00	\$0.00	\$106.68	\$328.44	\$0.00	\$0.00	\$0.00	\$435.12
		0.00	0.00	42.00	42.00	0.00	0.00	0.00	
1200 CLAYBOURNE RD	N64 01913 0013	\$74.56	\$239.04	\$162.56	\$500.48	\$0.00	\$0.00	\$0.00	\$976.64
		8.00	8.00	64.00	64.00	0.00	0.00	0.00	
1116 CLOVERFIELD AVE	N64 02112 0015	\$233.00	\$747.00	\$607.06	\$281.52	\$619.83	\$1,034.88	\$0.00	\$3,523.29
		25.00	25.00	239.00	36.00	71.00	132.00	0.00	
1117 CLOVERFIELD AVE	N64 02112 0014	\$153.78	\$493.02	\$322.58	\$125.12	\$349.20	\$556.64	\$0.00	\$2,000.34
		16.50	16.50	127.00	16.00	40.00	71.00	0.00	
1132 CLOVERFIELD AVE	N64 02112 0016	\$27.96	\$89.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117.60
		3.00	3.00	0.00	0.00	0.00	0.00	0.00	
1133 CLOVERFIELD AVE	N64 02112 0013	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
1148 CLOVERFIELD AVE	N64 02112 0017	\$27.96	\$89.64	\$53.34	\$164.22	\$0.00	\$0.00	\$0.00	\$335.16
		3.00	3.00	21.00	21.00	0.00	0.00	0.00	
1216 CLOVERFIELD AVE	N64 02112 0028	\$0.00	\$0.00	\$425.15	\$312.80	\$0.00	\$998.66	\$0.00	\$1,736.61
		0.00	0.00	167.38	40.00	0.00	127.38	0.00	
1217 CLOVERFIELD AVE	N64 02112 0007	\$0.00	\$0.00	\$254.00	\$782.00	\$0.00	\$0.00	\$0.00	\$1,036.00
		0.00	0.00	100.00	100.00	0.00	0.00	0.00	
1232 CLOVERFIELD AVE	N64 02112 0029	\$0.00	\$0.00	\$396.24	\$1,219.92	\$0.00	\$0.00	\$0.00	\$1,616.16
		0.00	0.00	156.00	156.00	0.00	0.00	0.00	

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
1233 CLOVERFIELD AVE	N64 02112 0006	\$0.00	\$0.00	\$54.86	\$168.91	\$0.00	\$0.00	\$0.00	\$223.77
1248 CLOVERFIELD AVE	N64 02112 0030	\$0.00	\$0.00	\$127.00	\$0.00	\$436.50	\$0.00	\$0.00	\$563.50
1249 CLOVERFIELD AVE	N64 02112 0005	\$0.00	\$0.00	\$203.20	\$625.60	\$0.00	\$0.00	\$0.00	\$828.80
1265 CLOVERFIELD AVE	N64 02112 0004	\$0.00	\$0.00	\$283.46	\$625.60	\$275.87	\$0.00	\$0.00	\$1,184.93
2433 DANUBE CT	N64 01807 0002	\$0.00	\$0.00	\$339.85	\$774.18	\$303.80	\$0.00	\$0.00	\$1,417.83
927 E DOROTHY LN	N64 00807 0147	\$0.00	\$0.00	\$0.00	\$484.84	\$0.00	\$0.00	\$0.00	\$484.84
1431 E DOROTHY LN	N64 03406 0074	\$0.00	\$0.00	\$322.58	\$993.14	\$0.00	\$0.00	\$0.00	\$1,315.72
1459 E DOROTHY LN	N64 03406 0084	\$0.00	\$0.00	\$241.30	\$742.90	\$0.00	\$0.00	\$0.00	\$984.20
2050 E DOROTHY LN	N64 03405 0134	\$0.00	\$0.00	\$980.44	\$3,018.52	\$0.00	\$0.00	\$0.00	\$3,998.96
3812 FAR HILLS AVE	N64 00601 0006	\$0.00	\$0.00	\$40.64	\$125.12	\$0.00	\$0.00	\$0.00	\$165.76
3938 GARDENVIEW PL	N64 01204 0021	\$0.00	\$0.00	\$60.96	\$187.68	\$0.00	\$0.00	\$0.00	\$248.64
1143 GARDNER RD	N64 01613 0007	\$0.00	\$0.00	\$157.48	\$484.84	\$0.00	\$0.00	\$0.00	\$642.32
3412 HACKNEY DR	N64 02304 0025	\$0.00	\$0.00	\$214.38	\$660.01	\$0.00	\$0.00	\$0.00	\$874.39
911 KENOSHA RD	N64 01710 0017	\$233.00	\$747.00	\$254.00	\$0.00	\$0.00	\$784.00	\$0.00	\$2,018.00
925 KENOSHA RD	N64 01710 0016	\$260.96	\$836.64	\$662.94	\$688.16	\$593.64	\$823.20	\$0.00	\$3,865.54
933 KENOSHA RD	N64 01710 0015	\$233.00	\$747.00	\$422.53	\$0.00	\$611.10	\$755.38	\$0.00	\$2,769.01
934 KENOSHA RD	N64 01303 0017	\$79.22	\$253.98	\$159.33	\$0.00	\$0.00	\$491.80	\$0.00	\$984.33
944 KENOSHA RD	N64 01303 0016	\$205.04	\$657.36	\$828.04	\$1,751.68	\$279.36	\$548.80	\$0.00	\$4,270.28
950 KENOSHA RD	N64 01303 0015	\$0.00	\$0.00	\$257.81	\$336.26	\$0.00	\$455.11	\$0.00	\$1,049.18
951 KENOSHA RD	N64 01303 0023	\$242.32	\$776.88	\$474.22	\$656.88	\$0.00	\$805.17	\$0.00	\$2,955.47
961 KENOSHA RD	N64 01303 0024	\$186.40	\$597.60	\$206.71	\$0.00	\$0.00	\$638.02	\$0.00	\$1,628.73
962 KENOSHA RD	N64 01303 0013	\$195.72	\$627.48	\$325.12	\$156.40	\$226.96	\$642.88	\$0.00	\$2,174.58

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
968 KENOSHA RD	N64 01303 0012	21.00	\$177.08	\$567.72	\$313.49	\$456.69	\$509.76	\$0.00	\$2,024.74
971 KENOSHA RD	N64 01303 0029	205.04	\$657.36	\$190.42	\$0.00	\$0.00	\$587.76	\$0.00	\$1,640.58
976 KENOSHA RD	N64 01303 0011	22.00	\$597.60	\$281.94	\$312.80	\$0.00	\$556.64	\$0.00	\$1,935.38
991 KENOSHA RD	N64 01303 0030	260.96	\$836.84	\$242.06	\$0.00	\$0.00	\$747.15	\$0.00	\$2,086.81
1000 KENOSHA RD	N64 01303 0035	0.00	\$0.00	\$104.14	\$320.62	\$0.00	\$0.00	\$0.00	\$424.76
1020 KENOSHA RD	N64 01204 0015	0.00	\$0.00	\$106.68	\$328.44	\$0.00	\$0.00	\$0.00	\$435.12
1021 KENOSHA RD	N64 01204 0016	219.95	\$705.17	\$366.78	\$165.78	\$167.62	\$815.36	\$0.00	\$2,440.66
1030 KENOSHA RD	N64 01204 0014	0.00	\$0.00	\$259.08	\$797.64	\$0.00	\$0.00	\$0.00	\$1,056.72
1040 KENOSHA RD	N64 01204 0013	186.40	\$597.60	\$180.34	\$0.00	\$0.00	\$556.64	\$0.00	\$1,520.98
1050 KENOSHA RD	N64 01204 0012	233.00	\$747.00	\$393.70	\$156.40	\$366.66	\$729.12	\$0.00	\$2,625.88
1051 KENOSHA RD	N64 01204 0022	0.00	\$0.00	\$157.48	\$484.84	\$0.00	\$0.00	\$0.00	\$642.32
1060 KENOSHA RD	N64 01204 0011	167.76	\$537.84	\$177.80	\$0.00	\$0.00	\$548.80	\$0.00	\$1,432.20
1061 KENOSHA RD	N64 01204 0023	0.00	\$0.00	\$0.00	\$156.40	\$0.00	\$0.00	\$0.00	\$207.20
1070 KENOSHA RD	N64 01204 0010	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1071 KENOSHA RD	N64 01204 0024	167.76	\$537.84	\$228.60	\$156.40	\$0.00	\$548.80	\$0.00	\$1,639.40
1080 KENOSHA RD	N64 01204 0009	186.40	\$597.60	\$335.28	\$484.84	\$0.00	\$548.80	\$0.00	\$2,152.92
1081 KENOSHA RD	N64 01204 0025	205.04	\$657.36	\$421.64	\$484.84	\$87.30	\$736.96	\$0.00	\$2,593.14
1100 KENOSHA RD	N64 01204 0039	233.00	\$747.00	\$563.88	\$1,000.96	\$78.57	\$666.40	\$0.00	\$3,289.81
1101 KENOSHA RD	N64 01204 0040	0.00	\$0.00	\$55.88	\$172.04	\$0.00	\$0.00	\$0.00	\$227.92
1106 KENOSHA RD	N64 02112 0023	205.04	\$657.36	\$713.59	\$1,094.80	\$314.28	\$822.73	\$0.00	\$3,807.80
1107 KENOSHA RD	N64 02112 0022	139.80	\$448.20	\$50.80	\$156.40	\$0.00	\$0.00	\$0.00	\$795.20

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
945 LAWNWOOD AVE	N64 00417 0002	\$0.00	\$0.00	\$284.48	\$875.84	\$0.00	\$0.00	\$0.00	\$1,160.32
946 LAWNWOOD AVE	N64 00417 0019	\$0.00	\$0.00	\$114.30	\$351.90	\$0.00	\$0.00	\$0.00	\$466.20
949 LAWNWOOD AVE	N64 00417 0001	\$0.00	\$0.00	\$45.00	\$289.34	\$0.00	\$0.00	\$0.00	\$333.32
950 LAWNWOOD AVE	N64 00417 0020	\$0.00	\$0.00	\$37.00	\$304.80	\$0.00	\$0.00	\$0.00	\$1,243.20
3037 LEONORA DR	N64 02914 0008	\$223.68	\$717.12	\$414.02	\$156.40	\$0.00	\$1,121.12	\$0.00	\$2,632.34
3049 LEONORA DR	N64 02914 0009	\$214.36	\$687.24	\$363.22	\$1,118.26	\$0.00	\$0.00	\$0.00	\$2,383.08
3061 LEONORA DR	N64 02914 0010	\$195.72	\$627.48	\$495.30	\$0.00	\$523.80	\$1,058.40	\$0.00	\$2,900.70
3073 LEONORA DR	N64 03012 0001	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3085 LEONORA DR	N64 03012 0002	\$0.00	\$0.00	\$58.42	\$179.86	\$0.00	\$0.00	\$0.00	\$238.28
3145 LEONORA DR	N64 03012 0007	\$0.00	\$0.00	\$88.90	\$273.70	\$0.00	\$0.00	\$0.00	\$362.60
3157 LEONORA DR	N64 03012 0008	\$0.00	\$0.00	\$81.28	\$250.24	\$0.00	\$0.00	\$0.00	\$331.52
3823 LEONORA DR	N64 02914 0005	\$251.64	\$806.76	\$363.22	\$0.00	\$0.00	\$1,121.12	\$0.00	\$2,542.74
3824 LEONORA DR	N64 02914 0013	\$260.96	\$836.64	\$348.89	\$0.00	\$0.00	\$1,076.90	\$0.00	\$2,523.39
3839 LEONORA DR	N64 02914 0003	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3901 LEONORA DR	N64 02914 0001	\$223.68	\$717.12	\$363.22	\$0.00	\$0.00	\$1,121.12	\$0.00	\$2,425.14
3959 MENGEL DR	N64 01303 0010	\$0.00	\$0.00	\$55.88	\$172.04	\$0.00	\$0.00	\$0.00	\$227.92
3500 OAKMONT AVE	N64 02317 0001	\$0.00	\$0.00	\$22.00	\$469.20	\$611.10	\$1,097.60	\$0.00	\$2,863.70
3501 OAKMONT AVE	N64 01614 0069	\$255.37	\$818.71	\$528.32	\$156.40	\$357.93	\$1,152.48	\$0.00	\$3,269.21
3524 OAKMONT AVE	N64 02317 0019	\$214.36	\$687.24	\$211.33	\$650.62	\$0.00	\$0.00	\$0.00	\$1,763.55
3525 OAKMONT AVE	N64 01614 0068	\$223.68	\$717.12	\$408.94	\$156.40	\$0.00	\$1,105.44	\$0.00	\$2,611.58
2081 E RAHN RD	N64 03803 0018	\$129.55	\$415.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$544.88
2385 E RAHN RD	N64 02906 0007	\$0.00	\$0.00	\$121.92	\$375.36	\$0.00	\$0.00	\$0.00	\$497.28

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
936 RIO LN	N64 00417 0025	0.00	0.00	48.00	48.00	0.00	0.00	0.00	\$1,526.21
		\$233.00	\$747.00	\$127.00	\$148.58	\$270.63	\$0.00	\$0.00	
		25.00	25.00	50.00	19.00	31.00	0.00	0.00	
1143 SHAREWOOD CT	N64 01913 0021	\$130.48	\$418.32	\$147.32	\$453.56	\$0.00	\$0.00	\$0.00	\$1,149.68
		14.00	14.00	58.00	58.00	0.00	0.00	0.00	
3524 SHAREWOOD CT	N64 01614 0059	\$93.20	\$298.80	\$48.26	\$148.58	\$0.00	\$0.00	\$0.00	\$588.84
		10.00	10.00	19.00	19.00	0.00	0.00	0.00	
3606 SINTON PL	N64 01614 0032	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3607 SINTON PL	N64 01614 0041	\$0.00	\$0.00	\$104.14	\$320.62	\$0.00	\$0.00	\$0.00	\$424.76
		0.00	0.00	41.00	41.00	0.00	0.00	0.00	
3612 SINTON PL	N64 01614 0033	\$0.00	\$0.00	\$71.12	\$218.96	\$0.00	\$0.00	\$0.00	\$290.08
		0.00	0.00	28.00	28.00	0.00	0.00	0.00	
3618 SINTON PL	N64 01614 0034	\$0.00	\$0.00	\$45.72	\$140.76	\$0.00	\$0.00	\$0.00	\$186.48
		0.00	0.00	18.00	18.00	0.00	0.00	0.00	
3619 SINTON PL	N64 01614 0039	\$0.00	\$0.00	\$228.60	\$547.40	\$174.60	\$0.00	\$0.00	\$950.60
		0.00	0.00	90.00	70.00	20.00	0.00	0.00	
3632 SINTON PL	N64 01614 0036	\$0.00	\$0.00	\$60.96	\$187.68	\$0.00	\$0.00	\$0.00	\$248.64
		0.00	0.00	24.00	24.00	0.00	0.00	0.00	
2034 SPRINGMILL RD	N64 03614 0015	\$233.00	\$747.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$980.00
		25.00	25.00	0.00	0.00	0.00	0.00	0.00	
3600 STONEVIEW CT	N64 02317 0026	\$54.99	\$176.29	\$154.94	\$477.02	\$0.00	\$0.00	\$0.00	\$863.24
		5.90	5.90	61.00	61.00	0.00	0.00	0.00	
3604 STONEVIEW CT	N64 02317 0025	\$0.00	\$0.00	\$25.40	\$78.20	\$0.00	\$0.00	\$0.00	\$103.60
		0.00	0.00	10.00	10.00	0.00	0.00	0.00	
3605 STONEVIEW CT	N64 02317 0021	\$0.00	\$0.00	\$106.68	\$328.44	\$0.00	\$0.00	\$0.00	\$435.12
		0.00	0.00	42.00	42.00	0.00	0.00	0.00	
3608 STONEVIEW CT	N64 02317 0024	\$0.00	\$0.00	\$25.40	\$78.20	\$0.00	\$0.00	\$0.00	\$103.60
		0.00	0.00	10.00	10.00	0.00	0.00	0.00	
1111 STROOP RD	N64 02112 0024	\$326.20	\$1,045.80	\$1,210.51	\$325.16	\$1,440.45	\$2,116.80	\$0.00	\$6,464.92
		35.00	35.00	476.58	41.58	165.00	270.00	0.00	
1191 STROOP RD	N64 03408 0010	\$643.08	\$2,061.72	\$1,534.16	\$625.60	\$1,431.72	\$2,822.40	\$0.00	\$9,118.68
		69.00	69.00	604.00	80.00	164.00	360.00	0.00	
901 E STROOP RD	N64 03408 0013	\$1,137.04	\$3,645.36	\$342.90	\$625.60	\$0.00	\$417.72	\$0.00	\$6,168.62
		122.00	122.00	135.00	80.00	0.00	53.28	0.00	
1005 SWANGO DR	N64 00709 0027	\$0.00	\$0.00	\$104.14	\$320.62	\$0.00	\$0.00	\$0.00	\$424.76
		0.00	0.00	41.00	41.00	0.00	0.00	0.00	
1009 SWANGO DR	N64 00709 0026	\$0.00	\$0.00	\$68.07	\$209.58	\$0.00	\$0.00	\$0.00	\$277.65
		0.00	0.00	26.80	26.80	0.00	0.00	0.00	
5125 TAHITIAN PL	N64 03116 0007	\$0.00	\$0.00	\$264.16	\$813.28	\$0.00	\$0.00	\$0.00	\$1,077.44
		0.00	0.00	104.00	104.00	0.00	0.00	0.00	
5137 TAHITIAN PL	N64 03116 0008	\$0.00	\$0.00	\$399.29	\$1,229.30	\$0.00	\$0.00	\$0.00	\$1,628.59
		0.00	0.00	157.20	157.20	0.00	0.00	0.00	

FINAL ASSESSMENT COSTS/QUANTITIES for 2019 Curb, Sidewalk & Drive Approach Repair Project

Repair Address	Parcel Number	Curb Removal	Concrete Curb	Flatwork Removal	4" Sidewalk	6" Sidewalk	6in Drive Approach	Asphalt Drive Appr.	TOTAL EST. COST
5149 TAHITIAN PL	N64 03116 0009	\$0.00	\$0.00	\$86.36	\$265.88	\$0.00	\$0.00	\$0.00	\$352.24
5161 TAHITIAN PL	N64 03116 0010	\$0.00	\$0.00	\$164.59	\$506.74	\$0.00	\$0.00	\$0.00	\$671.33
5173 TAHITIAN PL	N64 03116 0011	\$0.00	\$0.00	\$111.76	\$344.08	\$0.00	\$0.00	\$0.00	\$455.84
5185 TAHITIAN PL	N64 03112 0015	\$0.00	\$0.00	\$231.14	\$711.62	\$0.00	\$0.00	\$0.00	\$942.76
4417 TIMBERWILDE DR	N64 03010 0003	\$0.00	\$0.00	\$200.66	\$617.78	\$0.00	\$0.00	\$0.00	\$818.44
4509 TIMBERWILDE DR	N64 03002 0010	\$0.00	\$0.00	\$332.74	\$1,024.42	\$0.00	\$0.00	\$0.00	\$1,357.16
4533 TIMBERWILDE DR	N64 03002 0007	\$0.00	\$0.00	\$192.02	\$591.19	\$0.00	\$0.00	\$0.00	\$783.21
3606 TWINBROOK LN	N64 01614 0045	\$0.00	\$0.00	\$122.94	\$378.49	\$0.00	\$0.00	\$0.00	\$501.43
3613 TWINBROOK LN	N64 01614 0053	\$0.00	\$0.00	\$53.34	\$164.22	\$0.00	\$0.00	\$0.00	\$217.56
3618 TWINBROOK LN	N64 01614 0047	\$0.00	\$0.00	\$93.98	\$289.34	\$0.00	\$0.00	\$0.00	\$383.32
3632 TWINBROOK LN	N64 01614 0049	\$0.00	\$0.00	\$128.02	\$337.82	\$62.86	\$0.00	\$0.00	\$528.70
3931 VILLANOVA DR	N64 01303 0018	\$0.00	\$0.00	\$50.80	\$156.40	\$0.00	\$0.00	\$0.00	\$207.20
1142 WENBROOK DR	N64 01613 0009	\$27.96	\$89.64	\$50.80	\$156.40	\$0.00	\$0.00	\$0.00	\$324.80
1143 WENBROOK DR	N64 01613 0024	\$0.00	\$0.00	\$416.56	\$1,282.48	\$0.00	\$0.00	\$0.00	\$1,699.04
4600 WILMINGTON PK	N64 03912 0002	\$288.92	\$926.28	\$497.84	\$367.54	\$314.28	\$885.92	\$0.00	\$3,280.78
187		\$19,039.82	\$61,041.86	\$46,775.76	\$75,007.71	\$15,462.58	\$55,693.01	\$0.00	\$273,020.74
		2,042.90	2,042.90	18,415.65	9,591.78	1,771.20	7,103.70	0.00	

CITY OF KETTERING, OHIO

AN ORDINANCE

By:

No.

**TO PROVIDE BY MUTUAL AGREEMENT FOR THE
ADJUSTMENT OF THE BOUNDARIES BETWEEN THE CITIES
OF KETTERING AND CENTERVILLE, OHIO.**

WHEREAS, the City of Kettering and the City of Centerville are mutually agreeable to the adjustment of their corporate boundaries; and

WHEREAS, the existing and proposed boundary lines have been duly and accurately surveyed and descriptions prepared as fully set forth in Exhibit A, attached hereto and incorporated herein;

NOW, THEREFORE, Be It Ordained by the Council of the City of Kettering, County of Montgomery and State of Ohio, that:

Section 1. Having reviewed the proposed corporate boundary line adjustment, this Council finds the adjustment to be in the best interest of the City of Kettering and therefore this Council hereby accepts and assents to the adjustment of the corporate boundary line of the City of Kettering as depicted and described on Exhibit A.

Section 2. This Council determines and finds that the change in the boundary line separating the municipal corporations of Kettering and Centerville does not involve the transfer of territory inhabited by more than five (5) voters from one to the other or from each to the other.

Section 3. Upon its adoption, the Clerk of Council is directed to transmit a certified copy of this Ordinance to the Board of County Commissioners of Montgomery County, Ohio, and further request the Board of County Commissioners to pass a resolution approving the change of boundaries and to make such adjustments of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the Board of County Commissioners determines to be proper.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. As provided in Section 4-8 of the City Charter, this Ordinance shall be effective two weeks after adoption.

Passed by Council this _____ day of _____ 2020.

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)

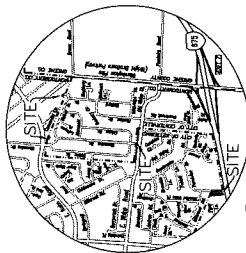
EXHIBIT A

(10 pages including this page)

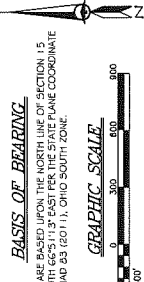
PLAT OF SURVEY FOR

CORPORATION LINE ADJUSTMENT KETTERING AND CENTERVILLE

SECTION 14, 15 & 16, TOWN 2, RANGE 6, M.Rs.
CITY OF KETTERING & CITY OF CENTERVILLE
MONTGOMERY COUNTY, OHIO



vicinity map
no scale



BASIS OF BEARING

BEARINGS ARE BASED UPON THE NORTH LINE OF SECTION 15
BEING SOUTH 66°51'13" EAST PER THE STATE PLANE COORDINATE
SYSTEM, NAD 83 (GEOID), OHIO SOUTH ZONE.

GRAPHIC SCALE

REFERENCES

DOCUMENTS USED ARE AS SHOWN

PURPOSE OF SURVEY

THE PURPOSE OF THIS SURVEY IS TO PROVIDE ADDITIONAL
INFORMATION RELATED TO THE CORPORATION LINE ADJUSTMENT
BETWEEN THE CITY OF KETTERING AND THE CITY OF CENTERVILLE,
OHIO. THE ADJUSTMENT WAS APPROVED BY THE FOLLOWING
ENTITIES BY THE ASSOCIATED ACTIONS.

APPROVAL - CITY OF KETTERING

APPROVED THIS _____ DAY OF _____, 2019 BY
THE CITY COUNCIL OF THE CITY OF KETTERING, OHIO, PER
ORDINANCE NUMBER _____

APPROVAL - CITY OF CENTERVILLE

APPROVED THIS _____ DAY OF _____, 2019 BY
THE CITY COUNCIL OF THE CITY OF CENTERVILLE, OHIO, PER
ORDINANCE NUMBER _____

APPROVAL - MONTGOMERY COUNTY

APPROVED THIS _____ DAY OF _____, 2019 BY
THE COMMISSIONERS OF THE COUNTY OF MONTGOMERY, OHIO,
PER RESOLUTION NUMBER _____

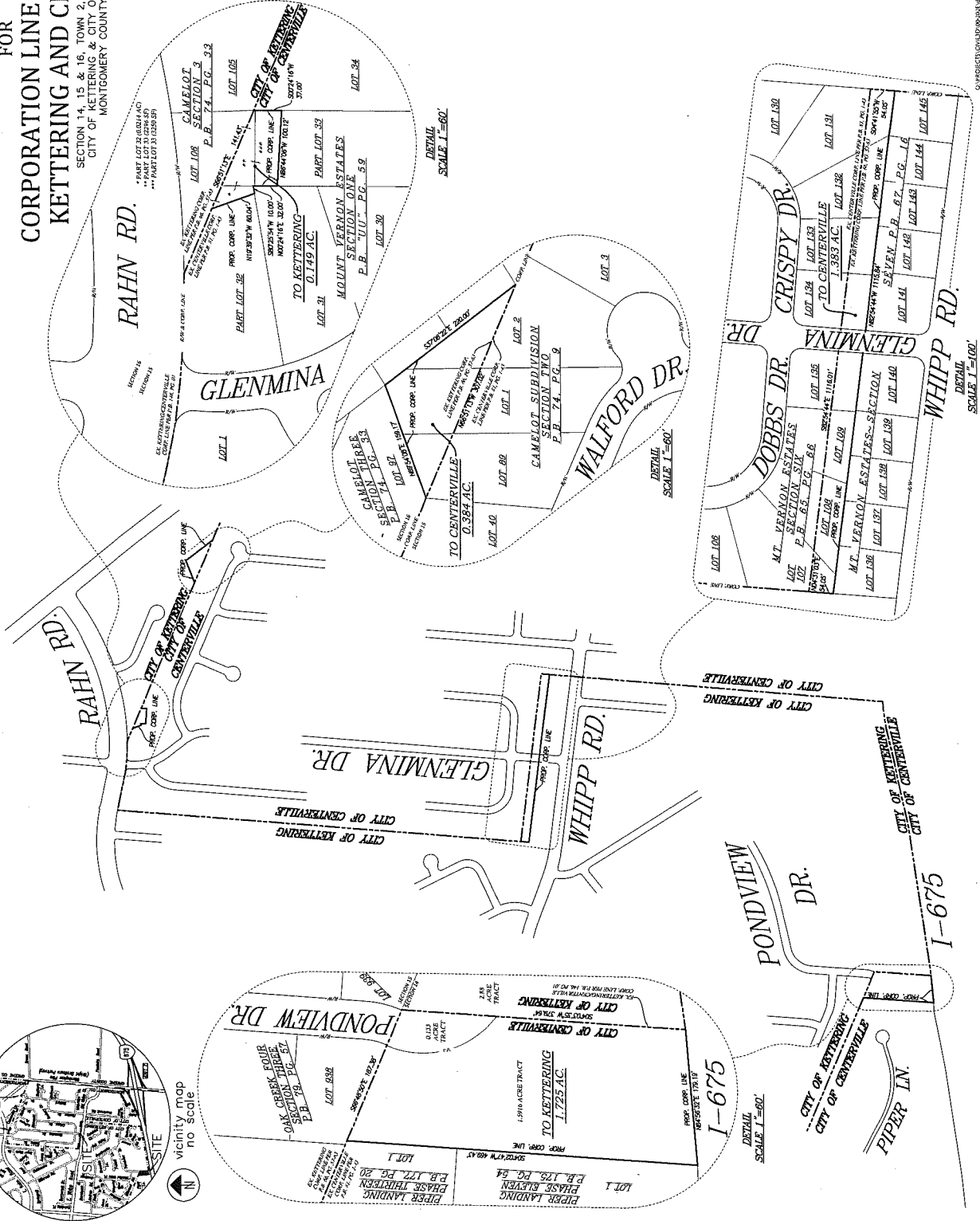
DATE _____

LET M. THIEMAN
PROFESSIONAL SURVEYOR NO. 8756

CITY OF KETTERING
ENGINEERING DEPARTMENT



11035 S. Main Road
Kettering, OH 45429
P 937.298.2436 F 937.296.2342
www.thiemansurveying.com



Q:\PROJECTS\1406\1406-2019-04-14



**DESCRIPTION FOR NEW CORPORATION LINE
BETWEEN CITIES OF KETTERING AND CENTERVILLE
SECTION 15, TOWN 2, RANGE 6 M.Rs.
RAHN ROAD AREA
November 2019**

Situate in Section 15, Town 2, Range 6 M.Rs., Cities of Kettering and Centerville, Montgomery County, Ohio, and being the new corporation line between the Cities of Kettering and Centerville, more particularly described as follows:

Beginning on the existing corporation line between the Cities of Kettering and Centerville at the northeast corner of Lot 33 of Mount Vernon Estates Section One, as recorded in Plat Book "UU", Page 59, of the Plat Records of Montgomery County;

thence along the new corporation line between the Cities of Kettering and Centerville the following five (5) courses:

1. South 00°24'16" West a distance of 37.00 feet along the east line of said Lot 33; also being the east lines of a 2296 square foot tract as described in Deed Book 2403, Page 282, and a 3250 square foot tract as described in Deed Book 2445, Page 227, to the southeast corner of said 3250 square foot tract;
2. North 86°44'06" West a distance of 100.12 feet along the south line of said 3250 square foot tract to the southwest corner of said tract;
3. North 00°24'16" East a distance of 32.00 feet along the west line of said Lot 33, also being the west lines of said 3250 square foot tract and 2296 square foot tract, to the southeast corner of Lot 32 of said Mount Vernon Estates Section One, also being the southeast corner of a 0.0214 acre tract as described in IR Deed 88-020839;
4. South 80°25'54" West a distance of 10.00 feet along the south line of said Lot 32 and south line of said 0.0214 acre tract, to the southwest corner of said 0.0214 acre tract;
5. North 19°39'32" West a distance of 60.04 feet along the west line of said 0.0214 acre tract, to the northwest corner of said 0.0214 acre tract, being located on the north line of said Lot 32 and on the existing corporation line between the Cities of Kettering and Centerville, being the terminus of this description.

This corporation line adjustment results in 0.149 acres of land being removed from the City of Centerville's city limits and added to the City of Kettering's city limits.

Reference Montgomery County Engineer's Record of Land Surveys, Volume ___, Page__.

Bearings are based upon the north line of Section 15 being South 66°51'13" East per the State Plane Coordinate System, NAD 83 (2011), Ohio South Zone.

Prepared by the City of Kettering Engineering Department without a field survey.

CORPORATION LINE ADJUSTMENT
 KETTERING/CENTERVILLE
 RAHN ROAD AREA
 SECTION 15, TOWN 2, RANGE 6 M.Rs.
 MONTGOMERY COUNTY, OHIO
 NOVEMBER 2019

RAHN RD.

* PART LOT 32 (0.0214 AC)
 ** PART LOT 33 (2296 SF)
 *** PART LOT 33 (3250 SF)

CAMELOT
 SECTION 3
 P.B. 74, PG. 33

LOT 105

CITY OF KETTERING
 CITY OF CENTERVILLE

LOT 34

EX. KETTERING CORP.
 LINE PER P.B. 66, PG. 57-63
 EX. CENTERVILLE CORP.
 LINE PER P.B. 81, PG. 1-43

PART LOT 32

PROP. CORP. LINE
 N19°39'32"W 60.04'
 S80°25'54"W 10.00'
 N00°24'16"E 32.00'

TO KETTERING
 0.149 AC.

LOT 31

PART LOT 33

MOUNT VERNON ESTATES
 SECTION ONE
 P.B. "UU", PG. 59

LOT 30

GLENMINA



**DESCRIPTION FOR NEW CORPORATION LINE
BETWEEN CITIES OF KETTERING AND CENTERVILLE
SECTION 16, TOWN 2, RANGE 6 M.Rs.
WALFORD DRIVE AREA
November 2019**

Situate in Section 16, Town 2, Range 6 M.Rs., Cities of Kettering and Centerville, Montgomery County, Ohio, and being the new corporation line between the Cities of Kettering and Centerville, more particularly described as follows:

Beginning on the existing corporation line between the Cities of Kettering and Centerville at the northwest corner of Lot 89 of Camelot Subdivision Section Two, as recorded in Plat Book 74, Page 9, of the Plat Records of Montgomery County;

thence along the new corporation line between the Cities of Kettering and Centerville the following two (2) courses:

1. North 69°54'08" East a distance of 159.17 feet along the subdivision boundary and the north lines of said Lot 89 and Lot 1 of said subdivision, to the north corner of said Lot 1;
2. South 37°08'22" East a distance of 220.00 feet along the subdivision boundary and the east lines of said Lot 1 and Lot 2 of said subdivision, to a north corner of said Lot 2, on the existing corporation line between the Cities of Kettering and Centerville, being the terminus of this description.

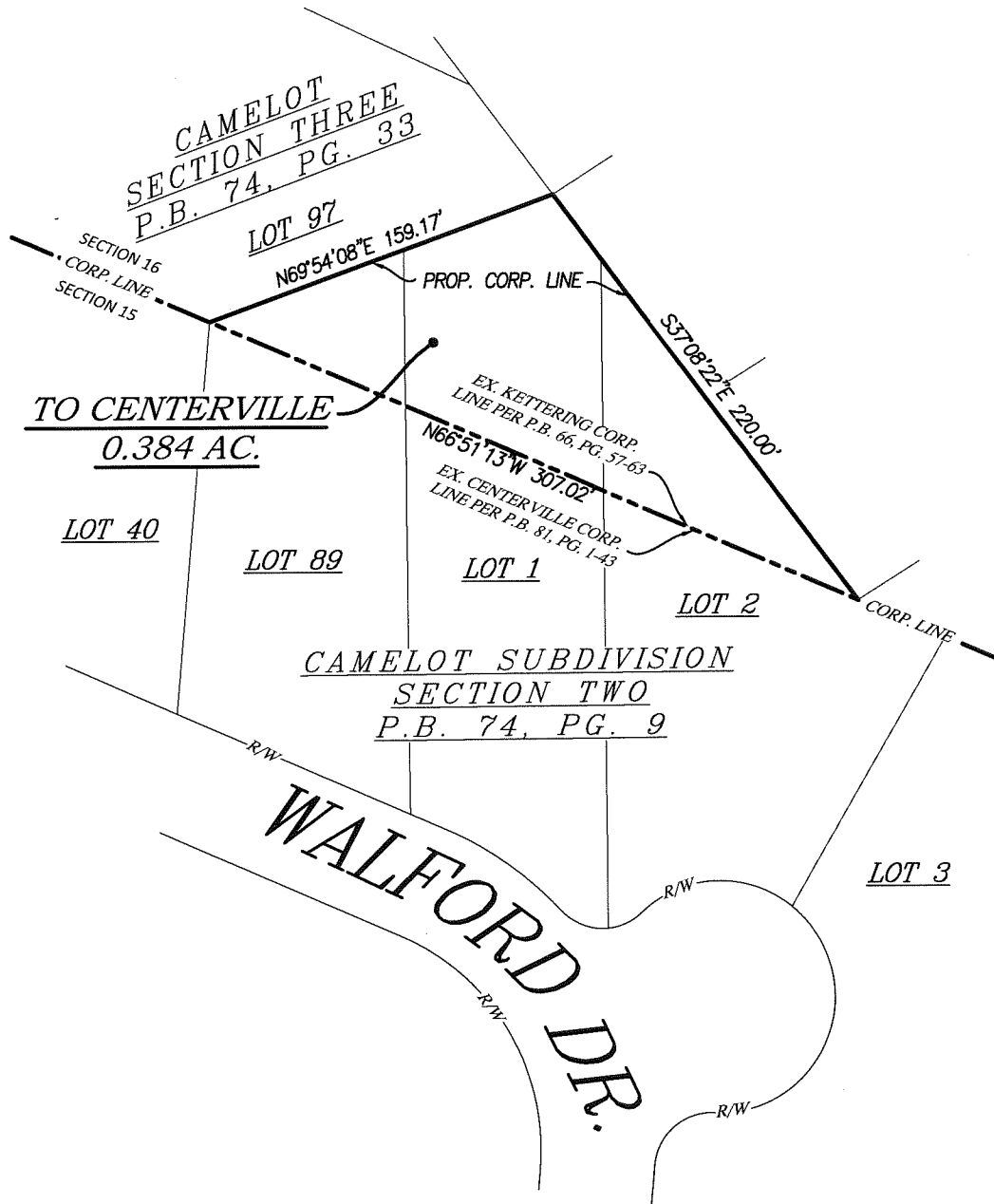
This corporation line adjustment results in 0.384 acres of land being removed from the City of Kettering's city limits and added to the City of Centerville's city limits.

Reference Montgomery County Engineer's Record of Land Surveys, Volume ___, Page__.

Bearings are based upon the north line of Section 15 being South 66°51'13" East per the State Plane Coordinate System, NAD 83 (2011), Ohio South Zone.

Prepared by the City of Kettering Engineering Department without a field survey.

CORPORATION LINE ADJUSTMENT
KETTERING/CENTERVILLE
WALFORD DRIVE AREA
SECTION 16, TOWN 2, RANGE 6 M.Rs.
MONTGOMERY COUNTY, OHIO
NOVEMBER 2019





**DESCRIPTION FOR NEW CORPORATION LINE
BETWEEN CITIES OF KETTERING AND CENTERVILLE
SECTION 15, TOWN 2, RANGE 6 M.Rs.
DOBBS/CRISPY DRIVE AREA
November 2019**

Situate in Section 15, Town 2, Range 6 M.Rs., Cities of Kettering and Centerville, Montgomery County, Ohio, and being the new corporation line between the Cities of Kettering and Centerville, more particularly described as follows:

Beginning on the existing corporation line between the Cities of Kettering and Centerville at the northeast corner of Lot 145 of Mount Vernon Estates Section Seven, as recorded in Plat Book 67, Page 16, of the Plat Records of Montgomery County;

thence along the new corporation line between the Cities of Kettering and Centerville the following two (2) courses:

1. North $82^{\circ}54'44''$ West a distance of 1115.84 feet along the north line of Lots 136 through 145 of said subdivision, to the northwest corner of said Lot 136, also being the southwest corner of Lot 107 of Mount Vernon Estates Section Six, as recorded in Plat Book 65, Page 66;
2. North $04^{\circ}31'03''$ East a distance of 54.05 feet along the west line of said Lot 107, to a point being on the existing corporation line between the Cities of Kettering and Centerville, being the terminus of this description.

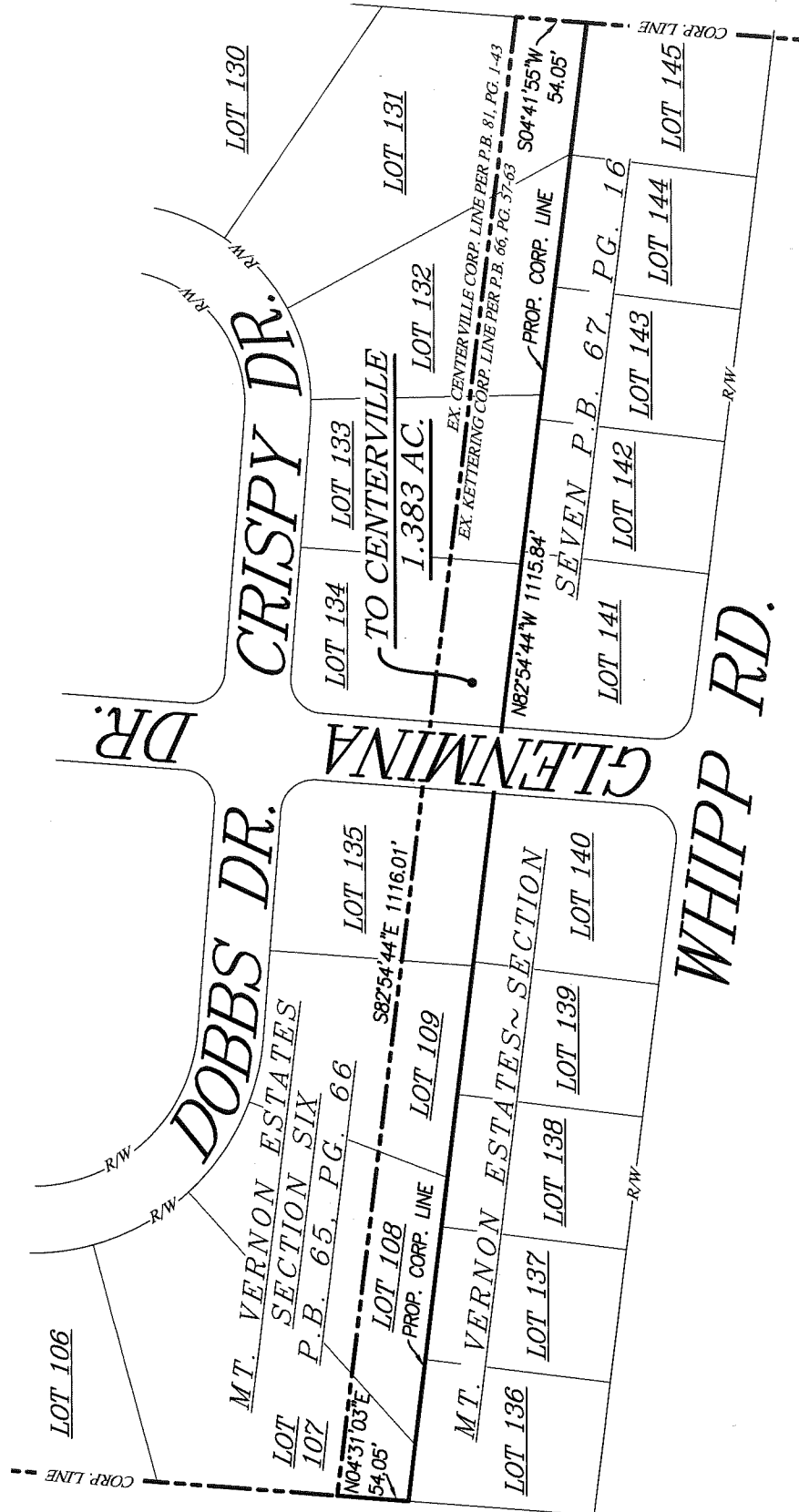
This corporation line adjustment results in 1.383 acres of land being removed from the City of Kettering's city limits and added to the City of Centerville's city limits.

Reference Montgomery County Engineer's Record of Land Surveys, Volume ___, Page__.

Bearings are based upon the north line of Section 15 being South $66^{\circ}51'13''$ East per the State Plane Coordinate System, NAD 83 (2011), Ohio South Zone.

Prepared by the City of Kettering Engineering Department without a field survey.

CORPORATION LINE ADJUSTMENT ~ KETTERING/CENTERVILLE
 DOBBS/CRISPY DRIVE AREA
 SECTION 15, TOWN 2, RANGE 6 M.Rs. ~ MONTGOMERY COUNTY, OHIO
 NOVEMBER 2019





**DESCRIPTION FOR NEW CORPORATION LINE
BETWEEN CITIES OF KETTERING AND CENTERVILLE
SECTION 14, TOWN 2, RANGE 6 M.Rs.
PONDVIEW DRIVE AREA
November 2019**

Situate in Section 14, Town 2, Range 6 M.Rs., Cities of Kettering and Centerville, Montgomery County, Ohio, and being the new corporation line between the Cities of Kettering and Centerville, more particularly described as follows:

Beginning on the existing corporation line between the Cities of Kettering and Centerville at the northeast corner of Lot 1 of Piper Landing Phase Thirteen, as recorded in Plat Book 177, Page 20, of the Plat Records of Montgomery County;

thence along the new corporation line between the Cities of Kettering and Centerville the following two (2) courses:

1. South $04^{\circ}02'47''$ West a distance of 469.43 feet along the west line of a 1.5916 acre tract as described in IR Deed 99-114930 and the east lines of said Lot 1 and Lot 1 of Piper Landing Phase Eleven, as recorded in Plat Book 175, Page 54, to the southwest corner of said 1.5916 acre tract and the southeast corner of said Lot 1 of Piper Landing Phase Eleven, being located on the north right-of-way of Interstate Route 675;
2. North $84^{\circ}56'32''$ East a distance of 179.19 feet along the south line of said 1.5916 acre tract and the north right-of-way of Interstate Route 675, to the southeast corner of said 1.5916 acre tract and the southwest corner of a 2.88 acre tract as described in IR Deed 89-013194 and being on the existing corporation line between the Cities of Kettering and Centerville, being the terminus of this description.

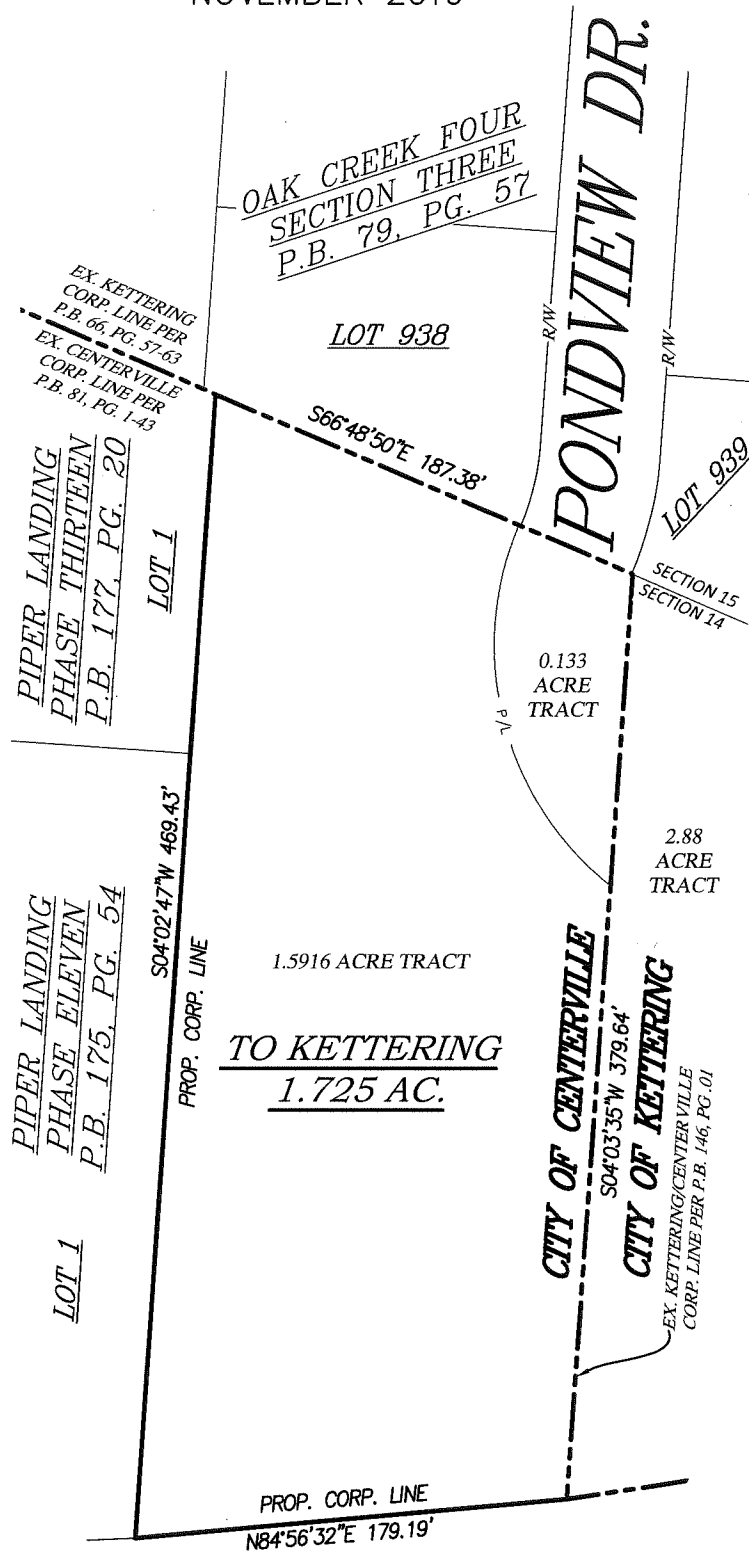
This corporation line adjustment results in 1.725 acres of land being removed from the City of Centerville's city limits and added to the City of Kettering's city limits.

Reference Montgomery County Engineer's Record of Land Surveys, Volume ___, Page__.

Bearings are based upon the north line of Section 15 being South $66^{\circ}51'13''$ East per the State Plane Coordinate System, NAD 83 (2011), Ohio South Zone.

Prepared by the City of Kettering Engineering Department without a field survey.

CORPORATION LINE ADJUSTMENT ~ KETTERING/CENTERVILLE
PONDVIEW DRIVE AREA
SECTION 14, TOWN 2, RANGE 6 M.Rs. ~ MONTGOMERY COUNTY, OHIO
NOVEMBER 2019



I-675