



CITY OF KETTERING

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

KETTERING COUNCIL AGENDA

July 14, 2020

Kettering Government Center- South Building
3600 Shroyer Road Kettering, Ohio 45429

****NOTE: DUE TO THE COVID-19 PANDEMIC, CITIZENS WISHING TO SPEAK TO CITY COUNCIL ARE ENCOURAGED TO REGISTER TO SPEAK PRIOR TO THE START OF THE COUNCIL MEETING TO ENSURE SAFE SOCIAL DISTANCING RULES AND PRACTICES ARE FOLLOWED. CITIZENS WISHING TO SPEAK SHOULD CONTACT THE CLERK OF COUNCIL'S OFFICE BY PHONE AT (937) 296-2416 DURING NORMAL BUSINESS HOURS OR SEND AN EMAIL TO KETTERINGMAYORCOUNCIL@KETTERINGOH.ORG TO REGISTER TO SPEAK. REGISTRATION SHEETS WILL ALSO BE AVAILABLE AT THE ENTRANCE OF THE GOVERNMENT CENTER PRIOR TO THE START OF THE CITY COUNCIL MEETING.**

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

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

June 23, 2020- Council Meeting & Workshop Minutes

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

Proclamation Parks and Recreation Month

PUBLIC HEARINGS

1. P.C.- 20-008- Zoning Text Amendment

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

RESOLUTIONS

2. Authorizing the City Manager to use competitive bargaining and negotiated quotes to purchase fitness equipment for the Kettering Recreation Complex.
3. Authorizing the City Manager to return a sponsorship payment from Etix.

4. Authorizing the City Manager to accept grant funds from the Ohio Department of Public Safety, Ohio Division of EMS.
5. Authorizing an amendment to the Annual Action Plan for program year 2019.
6. Declaring as "surplus" and approving a contract to sell 9.08 acres of city-owned property in Research Park.
7. 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

8. 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 in the City of Kettering, 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**

July 14	4:00 p.m. 6:00 p.m. 7:30 p.m.	Partners for Healthy Youth Council Workshop City Council Meeting
July 15	8:00 a.m.	Volunteer Advisory Council
July 20	7:00 p.m. 7:00 p.m.	Planning Commission Board of Community Relations
July 27	7:00 p.m. 7:30 p.m.	Board of Zoning Appeals Sister Cities
July 28	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting

P Proclamation

Whereas:

Parks and recreation departments are an integral part of communities throughout this country and improve personal, social, environmental and economic health; and

WHEREAS: *With the continued spread of COVID-19, the need to highlight the vital and powerful role local park and recreation professionals play in conservation, health, well-being, and social equity efforts is more paramount than ever; and*

WHEREAS: *Parks and recreation contributes to the economic and environmental well-being of our community and region by providing spaces and places for children and adults to connect with nature and each other, and promoting opportunities for healthful living, social equity and environmental sustainability; and*

WHEREAS: *The U.S. House of Representatives has designated July as Parks and Recreation Month; and*

WHEREAS: *The City of Kettering recognizes the importance and benefits of park and recreation services that enrich the lives of its citizens and help make our community a desirable place to call home.*

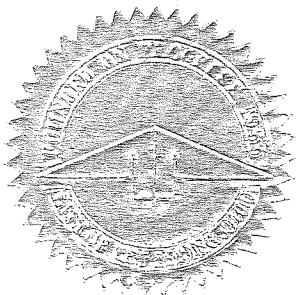
NOW, THEREFORE, I, Donald E. Patterson, Mayor of the City of Kettering, Ohio, on behalf of City Council and the community, do hereby proclaim

July 2020

to be

PARKS AND RECREATION MONTH

in the City of Kettering, Ohio, and urge all citizens to become involved in the fine leisure programs, facilities, and open space areas available to them during the summer months.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 14th day of July, in the Year of our Lord, Two Thousand and Twenty.

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

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO USE COMPETITIVE
BARGAINING AND NEGOTIATED QUOTES TO PURCHASE
FITNESS EQUIPMENT FOR THE KETTERING RECREATION
COMPLEX**

WHEREAS, the City of Kettering received a bequest from the estate of Larry S. Tracy for the Kettering Recreation Center; and

WHEREAS, it has been determined to use the bequest to purchase new fitness equipment;

NOW, THEREFORE, 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 purchase of fitness equipment for the Kettering Recreation Complex. 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: \$68,876.46
Funds Available: \$68,876.46
Acct. No.: 2413-72220

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

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO RETURN A
SPONSORSHIP PAYMENT FROM ETIX**

WHEREAS, the City of Kettering and Etix, Inc. (ETIX) entered into an Official Ticketing Partner Sponsor Agreement on January 1, 2017 where the City designated ETIX as the official ticketing sponsor and granted ETIX the exclusive authority to sell tickets for Frazee Pavilion events. In return, ETIX provides an annual sponsorship payment of \$55,000 to the City; and

WHEREAS, the City received a 2020 sponsorship payment from ETIX but subsequently had to cancel the 2020 Frazee performance season due to the COVID-19 pandemic;

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

Section 1. Due to the cancellation of the 2020 Frazee performance season caused by the COVID-19 pandemic, the City Manager is authorized, on behalf of the City of Kettering, to return the 2020 sponsorship payment to ETIX.

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: \$55,000.00
Amount Available: \$55,000.00
Acct. No.: 9247-46910

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

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT
FUNDS FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY,
OHIO DIVISION OF EMS**

WHEREAS, the City has applied for a Priority One Training and Equipment Grant from the Ohio Department of Public Safety, Ohio Division of EMS; and

WHEREAS, said grant funds will be used to purchase emergency medical equipment;
and

WHEREAS, the grant requires no matching contribution from the City; and

WHEREAS, the City's grant application has been approved;

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

Section 1. The City Manager is authorized to take all necessary and proper action to accept the above-described grant from the Ohio Department of Public Safety, Ohio Division of EMS. Further, this Council hereby affirms all matters and statements included in the grant application.

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 _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

Estimated Cost: \$1,200.00
Amount Budgeted: \$0
Acct. No.: Special Grants & Programs

(Requested by: Fire Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING AN AMENDMENT TO THE ANNUAL ACTION
PLAN FOR PROGRAM YEAR 2019**

WHEREAS, on May 28, 2019, this Council adopted Resolution No. 10301-19 approving the Annual Action Plan for Program Year 2019 (Action Plan) and authorizing the City Manager to submit the Action Plan to the U.S. Department of Housing and Urban Development (HUD) and to execute the associated and required certifications to enable the City to receive Community Development Block Grant (CDBG) and HOME funds for Program Year 2019; and

WHEREAS, the Action Plan requires amendment to reflect the City's award of \$334,921.00 in CDBG funds under the CARES Act (CDBG-CV) from HUD.

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 take all necessary and proper action to amend the Action Plan and to accept CDBG-CV funding.

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: \$334,921.00
Funds Available: \$334,921.00
Acct. No.: Special Grants & Programs

(Requested by: Planning and Development)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**DECLARING AS "SURPLUS" AND APPROVING A
CONTRACT TO SELL 9.08 ACRES OF CITY-OWNED
PROPERTY IN RESEARCH PARK**

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, Life Connection of Ohio has offered to purchase 9.08 acres, more or less, of City-owned property at the northeast corner of Woodman Drive and Research Boulevard in the Research Park for development 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 ratifies and approves the Real Estate Purchase Contract 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 and any other related agreements and instruments 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 _____ 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

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract (the "**REPC**") is made effective as of this ____ day of _____, 2020 (the "**Effective Date**"), between the CITY OF KETTERING, a municipal corporation organized under laws of the State of Ohio ("**Seller**" or "**Kettering**"), and LIFE CONNECTION OF OHIO, an Ohio corporation for non-profit ("**Buyer**" or "**Life Connection**"). The Seller and Buyer shall individually be referred to as "**Party**" and collectively be referred to as "**Parties**."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale of Property.

1.1 Property. The Seller owns approximately 88.053 acres of real property located in the City of Kettering (the "**City**"), Montgomery County (the "**County**"), Ohio, known as 3155 Research Blvd (aka Collage Dr) (APN N64 03501 0050) in the Miami Valley Research Park (the "**Land**"). Subject to the terms and conditions of this REPC, Seller shall sell to Buyer and Buyer shall purchase from Seller: (a) a portion of the Land consisting of a newly created approximately nine and 08/100ths (9.08) acre parcel at the corner of Research Park Drive and Woodman Drive, generally depicted in the attached **Exhibit A**, located in the City, together with improvements located thereon and any easements, rights-of-way, privileges, or other appurtenant interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on or across, in front of, abutting or adjoining, such parcel (collectively, the "**Real Property**"); (b) all culinary and secondary water historically associated with the Real Property, if any; and (c) any and all intangible personal property associated with the Real Property, including, without limitation: (i) all land use, entitlements, business use permits, and other entitlements associated with the Real Property; and (ii) all of Seller's documents, approvals, disclosures, reports, studies, plans, and warranties (collectively the "**Property**").

1.2 Purchase Price. The purchase price for the Property shall be Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) per acre of Real Property, as established by the Survey, as defined herein (the "**Purchase Price**"), and subject to the adjustments provided in this REPC.

1.3 Deposit. On the Effective Date the Buyer shall deposit in escrow with Ohio Title Corp, Attention Eli Pittman ("**Closing Agent**"), earnest money in the amount of Fifty Thousand and 00/100 (\$50,000.00) (the "**Deposit**") to be held for the benefit of the Buyer and the Seller in accordance with the terms hereof in an interest bearing account accruing to the benefit of the Buyer and to be applied against the Purchase Price at Closing. Such Deposit shall be returned by the Closing Agent to the Buyer without further instruction from or action by the Seller and notwithstanding contrary instructions from the Seller if (i) Buyer terminates this REPC prior to expiration of the Inspection Period, or (ii) Buyer terminates this REPC pursuant to Section 1.5(a) below, or (iii) Seller fails to obtain City Council Approval pursuant to Section 8.1 below, or (iv) Seller defaults in its obligations to close. If the Buyer does not terminate this REPC prior to expiration of the Inspection Period, the Deposit shall immediately become non-refundable and will be either: (i) applied to the Purchase Price at Closing; or (ii) paid to the Seller as liquidated damages as Seller's sole and exclusive remedy, without further instruction or action by the Buyer and notwithstanding contrary instruction from the Buyer, if the REPC does not close for any reason (excepting a Seller default).

1.4 Conveyance of Title. Title to the Real Property conveyed at the Closing shall be marketable and conveyed by Limited Warranty deed (the "**Deed**") free and clear of all liens, encumbrances, and restrictions, exclusive of: (a) real property taxes for the current year which are not due

and payable on or before Closing; and (b) liens, encumbrances, and conditions not disapproved in writing by the Buyer on or before the Closing and all Permitted Encumbrances, as defined herein. Title to the Property (exclusive of the Real Property) shall be conveyed at the Closing by bills of sale, assignments, and other instruments of transfer in such form as the Buyer shall reasonably request. Title to such Property at Closing: (i) shall be insurable and marketable in the Buyer; and (ii) shall be conveyed free and clear of all covenants, conditions, liens, and encumbrances except for Permitted Encumbrances.

1.5 Title Insurance.

(a) Promptly after the Effective Date, the Buyer shall, at its sole cost and expense, order, obtain, and cause the delivery to both the Buyer and the Seller a commitment for title insurance for extended coverage (the "*Commitment*") issued by Ohio Title Corp, on behalf of First American Title Insurance Company (the "*Title Company*") covering the Real Property. If the Buyer objects in writing to any exceptions shown on the Commitment or Survey (as defined below) within thirty (30) days after the Buyer's receipt of the Commitment or the Survey ("*Title and Survey Review Period*"), and the Seller cannot or will not remove such objections within fifteen (15) days after receiving written notice from Buyer of its title objections (or survey objections), then the Buyer shall have the right to terminate this REPC within twenty-five (25) days after the Buyer's written objection was delivered to Seller in which event the Deposit shall be promptly refunded to the Buyer without further instruction from or action by the Seller and notwithstanding contrary instructions from the Seller, in which event the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein. The Buyer's failure to raise any objections within thirty (30) days after the Buyer's receipt of the Commitment and Survey or failure to terminate the REPC within the time set forth herein shall constitute the Buyer's final acceptance of such exceptions. All exceptions accepted by the Buyer hereunder shall be "*Permitted Encumbrances*." If, at any time prior to Closing, but after the Title and Survey Review Period, the Title Company issues a supplemental or amended Title Commitment showing additional exceptions to title or BI requirements that have a material adverse impact upon the value of the Real Property ("*Amended Title Commitment*"), the Buyer shall have ten (10) business days from the date of Buyer's receipt of such Amended Title Commitment to review such Amended Title Commitment and if Buyer does not approve of the additional exceptions set forth in the Amended Title Commitment, or Seller is unable to satisfy or remove such new exceptions within a reasonable period following notice of such new exceptions to title, Buyer may terminate this REPC by written notice to Seller, in which case the Deposit shall be fully refunded to the Buyer. Any additional exceptions to which Buyer does not object shall be deemed to be Permitted Encumbrances. At the Closing, the Buyer shall cause the Title Company to issue an ALTA extended-coverage owner's policy title insurance policy (ALTA Form 2006) and any endorsements requested by the Buyer covering the Real Property conveyed at such Closing (the "*Policy*"), which Policy shall address the following: (a) the Policy shall name the Buyer as the insured in the amount of the Purchase Price; (b) the Policy shall insure the Buyer as the owner of such Real Property, subject only to the following special exceptions: (i) non-delinquent real property taxes; and (ii) the Permitted Encumbrances. The Buyer shall bear the cost of the standard-coverage portion of the Policy, and the Buyer shall pay for the extended-coverage portion of and any endorsements to the Policy.

(b) The Buyer shall, at its cost, obtain an ALTA/NSPS survey of the Real Property by a licensed surveyor selected by the Buyer (the "*Surveyor*") that complies with the current "Minimum Standard Detail Requirements for Land Title Surveys" adopted effective February 23, 2016, by the American Land Title Association and the National Society of Professional Surveyors, Inc. for purposes of obtaining those entitlements (defined below) needed to create the Real Property (the "*Survey*"). If the Buyer desires to have any additional Table A items identified, beyond the Buyer's requested items, or any further modifications to the Survey for purposes of showing architectural drawings and plans identifying improvements, such modifications shall be at the sole cost and expense of the Buyer.

1.6 **Risk of Loss.** Until the Closing, the Seller shall assume all risk of loss or damage with respect to the relevant portion of the Property.

1.7 **Prorations.** The following items shall be prorated as of the date of the Closing: (a) real estate taxes consistent with the Montgomery County Short Form Proration Method, both general and special, and any special assessments, based upon the last available tax duplicate prior to the Closing; and (b) utilities. Buyer shall be responsible for any real estate taxes that are recouped or recaptured as a result of any change of use of the Real Property, included, but not limited to any CAUV recoupment costs assessed against the Real Property, if any.

1.8 **Inspections/Delivery of Inspection Materials/Supplements to Due Diligence Documents.** At any time after the Effective Date, after giving Seller three business days advance written notice of its intent to physically enter the Real Property, the Buyer and its authorized agents and employees shall have the right to enter the Real Property during reasonable business hours for the purposes of conducting environmental, engineering, site plan and geological evaluations, tests, verifications, determining acreage and/or survey of the Real Property, determine property lines, review costs associated with the Real Property, verification of flood plain and for flood insurance, costs and verification of CAUV recoupment (if any), regulatory restrictions or violations, fees for services such as PUD/association fees, municipal services, utility costs, obtain Entitlements (defined below), review Due Diligence Documents (defined below) and any other studies and inspections the Buyer deems appropriate. All entries on and inspections or studies of the Property made hereunder shall be at the sole risk and expense of the Buyer, and the Buyer shall indemnify and save the Seller harmless from all claims, liability, or damages caused by such entry or inspection including, without limitation, crop and cropland damage, but excluding any claims, liabilities or damages relating to any existing hazardous substances, contaminants or other environmental conditions, on, under or about the Property except to the extent solely caused or exacerbated by Buyer. Seller shall timely notify Buyer of any such alleged or actual claim before incurring any costs for which it will seek indemnification. If for any reason the Buyer, in its sole discretion, determines that the Property is not suitable for Buyer's intended use, or if the Buyer is dissatisfied with any of its investigations, inspection or studies, regardless of reason and Buyer's subjective opinion, all in the Buyer's sole discretion, the Buyer shall have the right to object to the Property and to terminate this REPC by giving notice to Seller on or before 11:59 p.m. Eastern Standard time on the date that is one hundred twenty (120) days after the Effective Date (the "*Inspection Period*"), which for sake of clarity shall be subject to any Force Majeure Event (defined herein), in which event the entire Deposit shall be promptly refunded to the Buyer without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, and the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein. If the Buyer fails to terminate this REPC in writing prior to expiration of the Inspection Period, or if the Buyer notifies the Seller on or before the expiration of the Inspection Period that the Buyer desires to proceed with the purchase of the Property in accordance with the terms hereof (the "*Notice to Proceed*"), then the Buyer shall be deemed to have approved the Real Property, the Deposit shall become non-refundable, and the parties shall proceed to Closing in accordance with the terms hereof.

Within ten (10) business days after the Effective Date, the Seller shall deliver to the Buyer copies of the following items in Seller's possession (collectively, the "*Due Diligence Documents*"): (a) copies of the most recent tax bill and special assessments with respect to the Property (including any documentation related to CAUV); (b) copies of all reports regarding soil or subsurface conditions of the Property; (c) copies of restrictive covenants (to the extent not previously delivered to the Buyer or part of the public record) and any development agreements in effect with the City; (d) any environmental reports or studies for the Property; (e) any other pertinent information relating to the Property which the Buyer reasonably requests from Seller, including information relating to any entitlements affecting the Real Property. The

Due Diligence Documents are being provided for convenience only, do not constitute any form of warranty from Seller, and Buyer will rely solely on its own inspection of the Property.

After Buyer's receipt of any Seller's Notice of Change of Condition (defined in Section 3.1) the Buyer shall have an additional time period in which to conduct due diligence, in the manner as set forth herein, for a period of twenty (20) days after receipt of the notice. If for any reason the Buyer, in its sole discretion, determines that the Property (due to the Notice of Change of Condition) is not suitable for Buyer's intended use, or if the Buyer is dissatisfied, regardless of reason and in Buyer's subjective opinion, with any of its investigations, inspection or studies, all in the Buyer's sole discretion, the Buyer shall have the right to object to the Property and to terminate this REPC by giving notice to Seller on or before 11:59 p.m. Eastern Standard time on the date that is twenty (20) days after the Notice of Change of Condition in which event the entire Deposit shall be promptly refunded to the Buyer without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, and the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein.

This section shall be specifically subject to any Force Majeure Events (as defined herein).

1.9 Intentionally Omitted.

1.10 Entitlements. Notwithstanding anything else contained herein, the parties recognize that the Seller is the City, and affirm (i) that this REPC does not contractually obligate the entity or body which may receive an application for any Entitlement (even if an entity or body within the City) to approve such application if denial is warranted in the body's or entity's sole discretion and (ii) that Seller shall not take any action to assist the Buyer that may create a conflict of interest. The Buyer shall, at the sole expense of the Buyer, along with Seller's reasonable cooperation as needed, prepare and file with the City and/or County a preliminary subdivision plat subdividing the Land to create the Real Property (the "*Preliminary Plat*"), or, if the requirement for a Preliminary Plat has been waived by the City and/or County, prepare a final subdivision plat subdividing the Land to create the Real Property, (the "*Final Plat*") and each of the Preliminary Plat and Final Plat are sometimes referred to as a "*Plat*"). The Buyer shall use good faith efforts to finalize and obtain the City's approval of the Plat (the "*Final Plat Approval*") which must be secured prior to expiration of the Inspection Period. In the event that the Buyer fails to obtain the City's approval of the Plat, the Buyer shall either (i) notify the Seller that the Inspection Period shall be extended for a period of thirty (30) days, or (ii) terminate the REPC, in which event the entire Deposit shall be promptly refunded to the Buyer without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, and the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein. The Buyer shall, at the sole option and expense of the Buyer, along with the Seller's reasonable cooperation as needed, prepare and file with the City and/or County any application or other documentation to secure any desired and necessary zoning approval or conditional use permit for the construction of a new ground up approximately 30,000 sf office and operations building ("*Building*") on the Real Property (the "*Rezoning*") (together, the Rezoning and Final Plat Approval are referred to as "*Entitlements*"). Seller shall timely respond to all requests, and any Seller consents as Property owner to the filing of any application for Entitlements shall not be unreasonably withheld, conditioned, or delayed.

2. Representations, Warranties, and Covenants of the Seller. The Seller represents and warrants to, and covenants with, the Buyer as follows, which shall be true to Seller's Knowledge as of the date of the Closing:

2.1 The Seller has filed all income, sales, excise, withholding, franchise, and other tax returns and reports of every nature required to be filed by the Seller accurately reflecting any and all taxes owing

to any federal, state, or local taxing authority. There are no unassessed tax deficiencies existing, proposed, or threatened against the Seller as a result of the operation of its business. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of the Seller. No examination or audit of any tax return of the Seller is proposed, threatened, or currently in progress.

2.2 The Seller owns and possesses all right, title, and interest in and to the Property free and clear of all covenants, conditions, easements, liens, and encumbrances, except those appearing of record and in the Commitment and the current farm lease ("*Farm Lease*") for the Property.

2.3 This REPC is a valid and binding agreement of the Seller enforceable against Seller in accordance with its terms. Subject to Section 8.1 below, Seller has the power and authority to sell, transfer, convey and deliver the Property to be sold and purchased hereunder. The individuals signing this REPC and all other documents executed pursuant hereto on behalf of Seller are duly authorized to sign same on behalf of Seller and to bind Seller.

2.4 No special assessment or special taxing district related to the Real Property exists that does not appear of record or is otherwise available from a public records search.

2.5 No representation or warranty made by the Seller in this REPC contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements not misleading.

2.6 There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting the Seller or any interest in the Property.

2.7 Except as set forth herein or disclosed in writing to the Buyer prior to the Closing, the Seller is not obligated to pay any fee or commission to any broker, finder, or intermediary for or on account of the transaction contemplated by this REPC.

2.8 The Seller represents and warrants to, and covenants with, the Buyer that, except as disclosed by Seller in writing to Buyer prior to the Effective Date, (a) the Seller has not caused the unlawful release of any hazardous substances on, to or from the Real Property; (b) to Seller's Knowledge, the Real Property is not subject to any pending or threatened federal, state, or local proceedings, claim, liability or action for the cleanup, removal or remediation of any hazardous substance from the Real Property; (c) to Seller's Knowledge, there is no underground storage tank on the Real Property; (d) Seller's use of the Real Property is and has been for the duration of Seller's ownership and/or use, in material compliance with all applicable federal, state, and local environmental laws, codes and regulations. For purposes of this REPC, the terms "hazardous substances," "release," and "removal" shall have the definition and meaning as set forth in Title 42 U.S.C. Section 9601 (or the corresponding provisions of any future law), provided, however, that the term "hazardous substance" shall include "hazardous waste" as defined in Title 42 U.S.C. Section 5991 (or the corresponding provision of any future law). The term "underground storage tank" shall have the definition and meaning as set forth in Title 42 U.S.C. Section 6991 (or the corresponding provision of any future law).

2.9 There are no agreements affecting the Real Property except for the Farm Lease.

2.10 The term "Seller's Knowledge" shall mean the actual present knowledge of Mark Schwietzman, the City Manager of Seller ("Knowledge Person - Seller") without any duty of inquiry, and shall not be construed, by imputation or otherwise, to refer to the knowledge of any other affiliate of Seller, to any property manager, or to any other officer, agent, manager, representative or employee of

Seller or any affiliate thereof. Without limiting or expanding the knowledge qualifiers of the prior sentence, Seller represents and warrants that the Knowledge Person – Seller is the individual within Seller's municipal corporation with adequate knowledge to make all representations and warranties contained in this REPC. Notwithstanding anything to the contrary contained herein, the designation of Knowledge Person – Seller as aforesaid shall in no event expose Knowledge Person – Seller to personal liability hereunder on account of a breach by Seller of any representation or warranty contained herein, all such liability residing only with Seller.

All representations, warranties, and covenants of the Seller set forth in this REPC shall survive the Closing and the recording of the Deed for a period of one (1) year. Except as expressly set forth in this REPC, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to the habitability, merchantability, fitness for a particular purpose, zoning, tax consequences, physical defects or condition, environmental condition, utilities, leases, governmental approvals or compliance with applicable laws, rules and regulations, or any other matter regarding the Property. Buyer acknowledges and agrees that upon Closing Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", except to the extent expressly provided otherwise in this REPC. Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by Seller or any agent representing or purporting to represent Seller, unless specifically set forth in this Contract. Buyer represents to Seller that Buyer has conducted or will conduct prior to Closing such inspections and investigations of the Property as Buyer deems necessary and appropriate to satisfy itself as to the condition of the Property, and will rely solely upon the same and not upon any information provided by or on behalf of Seller or its agents, other than the warranties and representations of Seller expressly set forth in this Contract. Upon Closing, Buyer shall assume the risk that adverse matters may not have been revealed by Buyer's investigations, and Buyer, upon Closing, shall be deemed to have waived, relinquished and released Seller (and Seller's affiliates, parent, officers, directors, shareholders, employees and agents) from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees) that Buyer might have asserted or alleged against Seller at any time by reason of any and all circumstances, events or matters regarding the Property except for any representations or warranties expressly set forth in this REPC.

3. Pre-Closing Covenants of Seller.

3.1 The Seller agrees that from the Effective Date of this REPC to Closing, the Seller shall: (a) maintain the Property in substantially the same condition it was in on the Effective Date; (b) continue to own and operate the Property in the manner previously operated by the Seller; and (c) perform all acts necessary to insure that the representations, warranties, and covenants of the Seller contained herein shall be true, complete, and accurate in all respects on and as of the date of Closing to the same force and effect as if made at Closing.

3.2 If any Phase I or Phase II environmental site assessment obtained by Buyer prior to Closing is not acceptable to Buyer, then the Buyer, in addition to any other remedy and without any waiver of rights, and if during the Inspection Period, shall have the right to terminate this REPC and receive a prompt refund of the entire Deposit, without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, in which event the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein.

4. **Conditions Precedent to Closing.**

4.1 **Conditions Precedent to Obligations of the Buyer.** For the Closing, the obligations of the Buyer under this REPC are subject to the satisfaction of the following conditions to the Buyer's satisfaction:

4.1.1 The Buyer receives preliminary plat approval for the creation of the Real Property (the "Preliminary Plat Approval"), if required by the City.

4.1.2 The Buyer receives approval from the City and County, to Buyer's sole satisfaction that Buyer has the right to construct the Building, together with access to one (or additional if permitted by the City and/or County) adjacent public right-of-way, pursuant to an approved curb cut, as reflected on the Initial Proposed Site Plan depicted on **Exhibit B**.

4.1.3 The representations and warranties of the Seller are true, complete, and accurate to the best of the Seller's Knowledge as of the date of this REPC and as of the date of Closing.

4.1.4 The Seller has performed all obligations, covenants, and agreements to be performed prior to Closing as set forth in this REPC.

4.1.5 For the Closing, the Title Company is irrevocably committed to issue the Policy.

4.1.6 For the Closing, the Seller (and others where required) shall have executed and delivered to the Closing Agent the following: (a) all bills of sale, assignments, and other instruments of transfer in such form as Buyer shall reasonably request; (b) the Deed; and (c) such other documents as the Buyer and the Closing Agent shall reasonably request.

4.1.7 The Buyer shall retain its status as a valid and existing Organ Procurement Organization member of the Organ Donation Transportation Network through the State of Ohio, Department of Health and Human Services and the United States, Department of Health and Human Services, and the contracts shall be in full force and effect as of the Closing.

4.1.8 The City shall have given Final Plat Approval in accordance with applicable law and the City zoning ordinance, as evidenced by all appropriate signatures on the Final Plat such that the Final Plat is ready for recording without any further action or condition.

4.1.9 The Inspection Period shall have expired, or the Buyer shall have delivered a Notice to Proceed to the Seller.

4.1.10 All utilities required for Buyer's development of the Property in accordance with the Final Plat, including without limitation, water, storm drain systems, sanitary sewer, gas, electric, and telephone, are installed in a public right-of-way adjacent to the Real Property and are in sufficient capacities to service the Building.

4.1.11 The Seller delivers to the Buyer an affidavit executed by the Seller under penalty of perjury that: (a) complies with Internal Revenue Code Section 1445(b)(2), or the corresponding provision of any future law; (b) provides the Seller's United States taxpayer identification number; and (c) states that the Seller is not a foreign person.

4.2 **Waiver of Conditions.** Buyer may, in its sole discretion, waive compliance with any or all of the conditions set forth in Section 4.1 hereof and proceed with Closing. If Seller fails to satisfy any

of the foregoing conditions that are Seller's responsibility, Buyer may, alternatively, terminate this REPC in writing to Seller, in which event Buyer shall receive a prompt refund of any unapplied portion of the Deposit without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, in which event the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein.

5. **Closing.** On or before the date that is one year after the Effective Date, the transaction contemplated by this REPC shall close (the "**Closing**"), which shall include the Closing Agent recording the Deed and Easement, and disbursing the Purchase Price to the Seller. This section shall not be specifically subject to any Force Majeure Events (as defined herein).

5.1 Seller's Expenses. Seller shall pay at Closing:

5.1.1 All attorneys' fees incurred by Seller in connection herewith and with the Closing;

5.1.2 The conveyance fee taxes and recording charges to record the Deed imposed by Montgomery County;

5.1.3 Any closing protection coverage obtained by the Seller; and

5.1.4 All commissions due Seller's real estate broker (which shall be split on the Settlement Statement at Closing with Buyer's real estate broker).

5.2 Buyer's Costs. Buyer shall pay:

5.2.1 All costs associated with obtaining the Plat (including the cost associated with the Survey);

5.2.2 The cost of any Rezoning;

5.2.3 All Title Company escrow fees and the cost of the premium for the base Title Policy, all costs of the Commitment and title examination and all costs of extended coverage related to the Title Policy, all endorsements thereon, all money lender's escrow fees, all costs for title insurance for Buyer's lender, if any, and all costs for endorsements to the Loan Policy of Title Insurance (if any);

5.2.4 All recording costs pertaining to the recording of the conveyance documents and loan documents of Buyer's lender (if any);

5.2.5 All costs and expenses incurred by Buyer in connection with any inspections performed pursuant to the terms herein;

5.2.6 Any closing protection coverage obtained by the Buyer; and

5.2.7 All attorneys' fees incurred by Buyer in connection herewith and with the Closing;

6. **Default and Remedies.** If the Buyer defaults in its obligation to close the transaction contemplated hereby or otherwise hereunder, the Seller's sole and exclusive remedy shall be to retain the Deposit hereunder after first giving Buyer written notice of such default plus a period of five (5) days to cure such default. The Buyer and the Seller have specifically negotiated for this sole and exclusive remedy as a material inducement to the Buyer's willingness to enter into this REPC. If the Seller defaults in its obligation to close or otherwise commits a default under this REPC, the Buyer shall have the right to terminate this REPC and receive a return of the Deposit and to seek an award of damages and pursue any other remedy available (except for specific performance) to it under applicable law; provided, however, in no event shall either the Buyer or the Seller be entitled to receive consequential or special damages.

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

7.1 Buyer possesses full right, power and authority to execute, deliver and perform this REPC.

7.2 No consent, approval or other action of, or filing or registration with, any governmental agency, commission or office is required on Buyer's behalf with respect to the transaction contemplated herein.

7.3 The execution and delivery of this REPC, the consummation of the transaction provided for herein, and the fulfillment of the terms hereof, will not result in a breach of any term, covenant or condition of, or constitute a default under, any agreement or instrument to which Buyer is a party

8. **General Provisions.**

8.1 **City Council Approval.** On or after the Effective Date, the City of Kettering will make good faith efforts to promptly move to obtain the Kettering City Council approval of this REPC, subject to the terms and conditions contained therein and acknowledges that time is of the essence. This REPC shall be deemed void ab initio if prior to sixty days (60) before Closing, the Kettering City Council does not approve this REPC by resolution, and declare that the Property is surplus property.

8.2 **Liens.** The Seller will be responsible for satisfaction and removal of all mechanics' and materialmen's liens on the Real Property arising from any labor, equipment, or materials furnished to Seller before Closing or with respect to any agreement entered into by the Seller before Closing or with respect to the construction of any improvements on the Real Property by the Seller prior to the Closing. The obligations in this Section 8.2 shall survive the Closing.

8.3 **Condemnation/Casualty/Moratorium.** If between the Effective Date and any Closing Date any portion of the Real Property owned by the Seller is taken in condemnation, damaged, or becomes subject to a moratorium affecting the development of the Property, Buyer shall have the right to either: (a) by written notice given to the Seller prior to or at a Closing terminate this REPC, in which event Buyer shall receive a prompt refund of the Deposit without further instruction from or action by Seller and notwithstanding contrary instructions from Seller, in which event the Parties shall be fully released and discharged from any further obligations under this REPC, except as expressly set forth herein; or (b) the Buyer may elect to proceed to close on that portion of the Real Property that is not affected by such condemnation, damage, or moratorium, with a reduction in the Purchase Price, based on the number of acres of the Real Property affected thereby.

8.4 **Notice.** Any notices, statements or other communications made or given hereunder by the Parties shall be in writing and shall be deemed properly given and received upon the earlier of when

actually received by the Party (and any copy party) (if sent by hand delivery, including, without limitation, by recognized overnight courier such as Federal Express or UPS) or three (3) business days after mailing by registered or certified mail, return receipt requested and postage prepaid, to the applicable address set forth below:

Owner's Address for Notice: City of Kettering
3600 Shroyer Road
Kettering, Ohio 45429
Attn: Gregg Gorsuch

With a copy to: City of Kettering
3600 Shroyer Road
Kettering, Ohio 45429
Attn: Law Director

Life Connection's Address for Notice: Life Connection of Ohio, LLC
40 Wyoming Street
Dayton, Ohio, 45409
Attn: Matthew Wadsworth

With a copy to: Holland & Hart LLP
9555 Hillwood Drive, Second Floor,
Las Vegas, Nevada 89134
Attn: Christopher R. Meyers

Any such addresses and/or numbers may be changed by written notice of the same to the other party.

8.5 Intentionally Omitted.

8.6 Governing Law, Jurisdiction, and Venue. This REPC shall be construed and interpreted in accordance with the laws of the State of Ohio. The Parties agree that the courts of Ohio shall have exclusive jurisdiction and agree that Montgomery County, Ohio is the proper venue.

8.7 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this REPC. In computing any period of time herein, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or federal legal holiday, in which case the period of time shall run until the end of the next day which is not a Saturday, Sunday or federal legal holiday.

8.8 Rights Cumulative. Except as expressly provided in this REPC, and to the extent permitted by law, any remedies described in this REPC are cumulative and not alternative to any other remedies available at law or in equity.

8.9 Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this REPC shall not constitute a waiver of such term or condition. A waiver by a party: (a) shall not affect any term or condition other than the one specified in such waiver; and (b) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

8.10 Successors and Assigns. Subject to any express provisions in this REPC regarding restrictions on transfers or assignments, this REPC shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, and personal representatives. The REPC is assignable by Buyer to any corporation or other entity resulting from the reorganization, merger or consolidation of Buyer with any other corporation or entity or any corporation or entity to which Buyer may sell all or substantially all of its assets, and it must be so assigned by Buyer to, and accepted as binding upon it, by such other corporation or entity in connection with any such reorganization, merger, consolidation or sale.

8.11 Entire REPC. All Exhibits to this REPC constitute a part of this REPC. This REPC, together with the accompanying Exhibits, constitutes the entire agreement among the Parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

8.12 Severability. The invalidity of any portion of this REPC, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this REPC.

8.13 Counterparts/Signatures. This REPC may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments. Signatures hereon may be delivered by electronic mail or facsimile, and the delivery of such signatures shall be deemed originals for all purposes.

8.14 Further Assurances. Seller and Buyer will, at the Closing, or at any time or from time to time thereafter, upon request of either party, execute such additional instruments, documents or certificates as either party deems reasonably necessary in order to convey, assign and transfer the Property to Buyer hereunder.

8.15 Force Majeure. Neither Party shall be liable to the other for any delay or failure in performance due to any act of God, weather, strikes, boycotts, lockouts, other similar labor troubles (other than within such party's organization), fire or other casualty, accident, failure of power, pandemics, epidemics, quarantines or other health crises, governmental requirements or other acts of government, restrictive Laws or executive orders of general applicability, riots, civil commotion, insurrection, terrorism, war or other reason not the fault of the party delayed, hindered or prevented and beyond the control of such party ("*Force Majeure Event*"). Upon occurrence of a Force Majeure Event, the Party affected shall promptly notify the other Party that a Force Majeure Event has occurred, its anticipated effect on performance, and including its duration (if known). Delay or non-performance due to a Force Majeure Event shall be excused and the time for performance shall be extended to include the period of such delay or non-performance caused by Force Majeure.

8.16 Right to Repurchase (Call Option). Life Connection, as additional consideration hereunder, hereby grants Kettering a right, but not the obligation, to repurchase all or any portion of the Real Property upon the terms and conditions herein (the "*Right to Repurchase*"). If at any time during the ten (10) year period following the date that the Deed is recorded (the "*Repurchase Trigger Period*"), Life Connection desires to sell, transfer, assign or otherwise dispose of all or any part of the Real Property, then prior to the solicitation of offers from any third party, Life Connection must first deliver to Kettering written notice of its intent to do so ("*Notice of Intent*"), describing in reasonable detail the portion of the Real Property (the "*Noticed Property*") that Life Connection wishes sell, transfer, assign, or otherwise dispose of. Kettering may, at any time within thirty (30) days after receipt of the Notice of Intent, provide Life Connection written notice (the "*Repurchase Notice*") of its intent to purchase the Noticed Property or any portion thereof (the "*Repurchase Property*"), and Life Connection shall be obligated to sell the Repurchase Property to Kettering consistent with the terms hereof.

The parties shall promptly and in good faith proceed to assign the purchase price for the Repurchase Property (the "*Repurchase Price*") which shall be the then fair market value of the Repurchase Property, as determined by a reputable and properly licensed third-party appraiser contracted at Kettering's sole expense. Life Connection may: a) accept the appraised value as the Repurchase Price, or b) engage an additional reputable and properly licensed third-party appraiser, contracted at Life Connection's sole expense, and the Repurchase Price shall be the average of the two appraisals.

Upon determination of the Repurchase Price, if Kettering elects to proceed, in its sole discretion, the parties shall enter into a purchase and sale agreement containing commercially reasonable terms, including: (i) a sixty (60) day contingency period for Kettering to perform environmental and other physical inspections to its satisfaction; (ii) if applicable, a period of ninety (90) days to effectuate any necessary subdivisions or lot splits to separate the Repurchase Property from the remainder of the Real Property; and (iii) a closing date to occur no later than one hundred twenty (120) days after execution of the agreement.

If Kettering fails to provide Life Connection with the Repurchase Notice within the aforementioned thirty (30) day period, the Right to Repurchase shall be deemed waived for a period of ninety (90) days thereafter, solely with respect to the Repurchase Property, and Life Connection may freely enter into a commercially reasonable agreement to sell the Repurchase Property to any offer person (provided that the transaction closes within one hundred eighty (180) days following the commencement of the waiver period described herein). If, at the end of such ninety (90) day period, Life Connection has not entered into an agreement to sell the Repurchase Property (or closed within such one hundred eighty (180) day period), the Right to Repurchase shall immediately be revived and continue for the remainder of the Repurchase Trigger Period.

If any portion of the Real Property less than the whole is transferred to Kettering or a third party pursuant to the terms hereof, this Section 8.16 shall still encumber the remainder of the Real Property for the duration of the Repurchase Trigger Period.

Life Connection acknowledges that Kettering would not have entered into this REPC without the terms and conditions of this Section 8.16. The provisions of this Section 8.16 shall survive Closing and shall be binding on the parties and their successors or assigns. The Right to Repurchase contained herein shall be referenced in the Deed, and Kettering and Life Connection shall, upon the request of either party, execute a recordable memorandum of the terms hereof, which memorandum may be placed of record with the Montgomery County Recorder. Any transfer of the Real Property without compliance with the terms of this Section 8.16 shall be void *ab initio*.

8.17 Broker. Seller shall be obligated to pay any and all real estate commissions to Mark Fornes Realty, Inc. in connection with the transaction contemplated by this REPC and consistent with Section 5.1.4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this REPC as of the Effective Date.

SELLER:

CITY OF KETTERING,

a municipal corporation under laws of the State of Ohio

By: Mark Scherf

Name: Mark Scherf

Title: City Manager

Address:
3600 Shroyer Road
Kettering, Ohio 45429

APPROVED AS TO FORM:

William J. Sullivan
Law Director

CERTIFICATION OF FUNDS

William J. Sullivan
FINANCE DIRECTOR

BUYER:

LIFE CONNECTION OF OHIO,

an Ohio corporation for non-profit

By: _____

Name: Matthew Wadsworth

Title: _____

Address:
40 Wyoming Street
Dayton, Ohio, 45409

4828-8370-4099v10

CLOSING AGENT/TITLE COMPANY ACKNOWLEDGEMENT

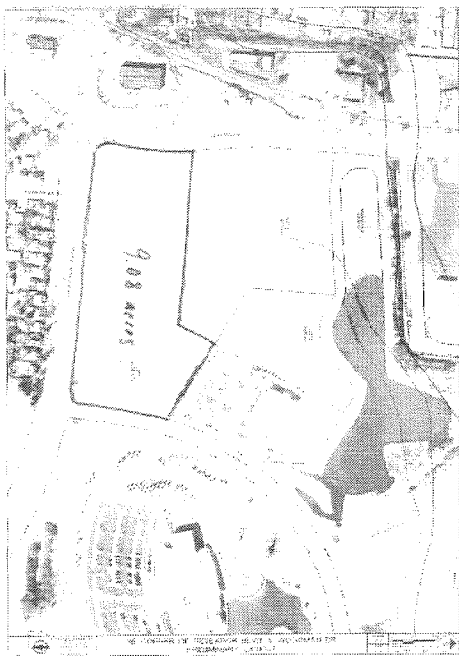
The undersigned Closing Agent/Title Company hereby acknowledges receipt of counterparts of the REPC duly executed by the Seller and the Buyer. In addition, the undersigned Closing Agent/Title Company has read and agrees to be bound by the provisions of this REPC with respect to the disbursement of the Deposit.

OHIO TITLE CORP

By: _____
Name: _____
Title: _____

Exhibit A

Depiction of the Property



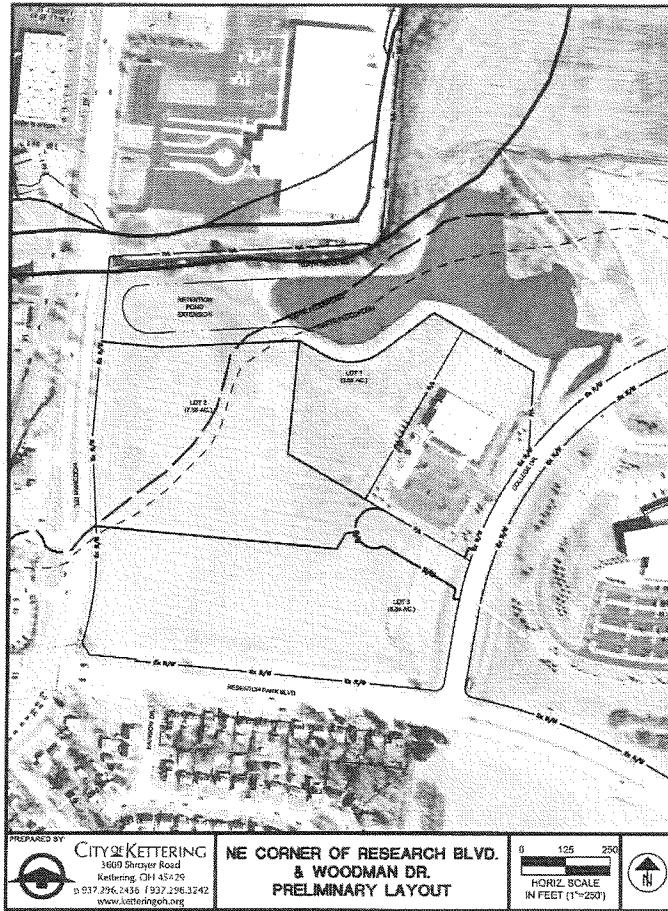
14419610_v2

Exhibit B

PROPOSED SITE PLAN REFLECTING CUL-DE-SAC

See Attached.

14804435_v3



S:\Employee Folders\Max Zemke\Research & Woodman\Jdl Research & Woodman.dwg, 6/1/2020 7:17:30 AM

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. From the General Fund:
ECONOMIC DEVELOPMENT
Operating Expenses \$ 113,796.00
- B. From the Special Grants & Programs Fund:
Other \$ 783,892.12

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: \$897,688.12
Amount Budgeted: \$0
Acct. No. 0550-72550, Special Grants & Programs Fund

(Requested by: Finance Department)

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 IN THE CITY OF KETTERING, OHIO**

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. NO PARKING ANY TIME:

South/East side of Fairacres Drive from a location 320' west of Ackerman Boulevard to a location 185' north of Hollendale Drive for a total distance of approximately 180'.

Section 2. The City Engineer is hereby directed to have signs erected or taken down in accordance with this amendment.

Section 3. 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 4. 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)