



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

September 8, 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. **2021 CIP WORKSHOP** Deeds Room
7:30 P.M. **REGULAR MEETING** Council Chambers

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF MINUTES

August 25, 2020- Council Meeting & Workshop Minutes

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

Proclamation Prostate Cancer Awareness Month

PUBLIC HEARINGS

PUBLIC COMMENT ON LEGISLATION

(5 Minute Limit per Speaker)

ORDINANCES IN SECOND READING

1. To rezone and to reclassify the development pattern districts for 3233 and 3383 Woodman Drive (Planning Commission Case No. PC- 20-010).

RESOLUTIONS

2. Authorizing the City Manager to use competitive bargaining and negotiated quotes to contract for SCBA cylinders.
3. Declaring as surplus and approving a contract to sell 3.0 acres of city-owned property on East David Road.

4. Accepting the rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying same to the Montgomery County and Greene County Auditors.
5. Authorizing the City Manager to purchase a Ford Police Interceptor SUV.

ORDINANCES IN FIRST READING

6. 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

September 7	All Day	Government Center Closed- Labor Day
September 8	4:00 p.m. 6:00 p.m. 7:30 p.m.	Partners for Healthy Youth 2021 CIP Workshop City Council Meeting
September 14	7:00 p.m.	Board of Zoning Appeals
September 21	7:00 p.m. 7:00 p.m.	Planning Commission Board of Community Relations
September 22	6:00 p.m. 7:30 p.m.	Council Workshop City Council Meeting

Proclamation

Whereas:

This year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year and roughly 33,330 will die this year from the disease; and

WHEREAS: In Ohio an estimated 7,030 new cases of prostate cancer will be diagnosed and an estimated 1,200 deaths will occur in 2020; and

WHEREAS: Men with relatives-father, brother, son- with a history of prostate cancer are twice as likely to develop the disease; and

WHEREAS: Prostate cancer is the second leading cause of cancer deaths in American men, behind lung cancer; and

WHEREAS: Men who served in the military who have been exposed to chemicals and herbicides are at a higher risk for developing prostate cancer; and

WHEREAS: 1 in 9 men are diagnosed with prostate cancer in his lifetime. African American men are at the highest risk for the disease with the rate of 1 in 6 and 2.2 times more likely to die from the disease; and

WHEREAS: Education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families. The economic and social hardship it has on the families is overwhelming; prostate cancer is estimated to cost over \$8 billion in direct medical expenditures; and

WHEREAS: Nearly 3.1 million men in the United States are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation begin to age.

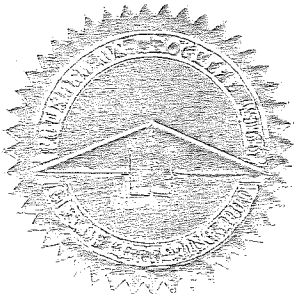
NOW, THEREFORE, I, Donald E. Patterson, Mayor of the City of Kettering, Ohio, on behalf of City Council and the community, do hereby proclaim

September 2020

to be

PROSTATE CANCER AWARENESS AND EDUCATION MONTH

in the City of Kettering, Ohio, and urge all citizens to value the importance of prostate screening.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Kettering, Ohio, to be affixed this 8th day of September, 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 REZONE AND TO RECLASSIFY THE DEVELOPMENT
PATTERN DISTRICTS FOR 3233 AND 3383 WOODMAN
DRIVE (PLANNING COMMISSION CASE NO. PC-20-010)**

WHEREAS, on July 20, 2020, after publication and issuance of notice as required by the zoning regulations of this City, a public hearing was conducted by the City of Kettering Planning Commission concerning an application to rezone and to reclassify the development pattern districts for two parcels of land: (1) 3233 Woodman Drive (Lot 2 of the AT&T Woodman Plat; Auditor's Parcel No. N64 03405 0344); and (2) 3383 Woodman Drive (Lot 1 of the AT&T Woodman Plat; Auditor's Parcel No. N64 03405 0343); and

WHEREAS, the Planning Commission recommended approval of the proposed zoning changes and pattern district reclassifications; and

WHEREAS, on August 11, 2020, after publication and issuance of notice as required by the zoning regulations of this City, this City Council held a public hearing with evidence presented by the Planning and Development Department along with the recommendation of the Planning Commission to approve the application, and all parties were afforded the opportunity to be heard and present evidence in support of their positions; and

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

Section 1. Having considered the staff report(s) and recommendation of the Planning Commission, the criteria set forth in Sections 1153.12.9, Consistency, through 1153.12.15, Other Factors, of Chapter 1153 of the Zoning Code, the testimony and evidence presented at the public hearing, sound planning and zoning practices, the City's adopted plans, goals, and policies, the intent of the Kettering Zoning Code, and the public health, safety and welfare requirements underlying the Zoning Code, City Council finds that the application for rezoning and reclassification of development pattern districts should be approved.

Section 2. Based on the foregoing, 3233 Woodman Drive is rezoned so that all of said lot is zoned O-Office District; and 3383 Woodman Drive is rezoned so that all of said lot is zoned I-Industrial District. Furthermore, 3233 Woodman Drive is reclassified so that all of said lot is classified as S-Suburban Development Pattern District; and 3383 Woodman Drive is reclassified so that all of said lot is classified as SB-Suburban Business Development Pattern District.

Section 3. As appropriate and necessary, the official Zoning Map of the City of Kettering, Ohio is hereby revised and amended to reflect the zone change(s) referred to in Section 2 above; and Section 1133.02 of the Kettering Codified Ordinances, which adopts the Zoning Map by reference, is hereby reenacted effective as of the first effective date of this Ordinance so as to include the map revision in the Zoning Code. The Director of the Planning and Development Department is directed to make such appropriate revisions on the official Zoning Map of the City.

Section 4. As appropriate and necessary, the Official Development Pattern Map of the City of Kettering, Ohio is hereby revised and amended to reflect the Development Pattern District reclassification(s) referred to in Section 2 above; and Section 1133.03 of the Kettering Codified Ordinances, which adopts the Official Development Pattern Map by reference, is hereby reenacted effective as of the first effective date of this Ordinance so as to include the map revision in the Zoning Code. The Director of the Planning and Development Department is directed to make such appropriate revisions on the Official Development Pattern Map of the City.

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: Planning and Development Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO USE COMPETITIVE
BARGAINING AND NEGOTIATED QUOTES TO CONTRACT
FOR SCBA CYLINDERS**

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 SCBA cylinders to be used as personal protective equipment (PPE), due to the COVID-19 pandemic. 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: \$33,000.00
Amount Available: \$33,000.00
Acct. No.: 0700-72220

(Requested by: Fire Department)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**DECLARING AS SURPLUS AND APPROVING A CONTRACT TO
SELL 3.0 ACRES OF CITY-OWNED PROPERTY ON EAST
DAVID ROAD**

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, Jessica Barry has offered to purchase 3.0 acres, more or less, of City-owned property located on (the south side of) East David Road between Glenstead Drive and Hempstead Station Drive (part of Auditor's Parcel Number N64 04416 0008) 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 Contract To Purchase Real Estate attached hereto as Exhibit 1. The City Manager is hereby authorized to dispose of the real estate described therein, 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 1 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)

CONTRACT TO PURCHASE REAL ESTATE

Date August 25, 2020

1. **OFFER.** The undersigned Purchaser offers to buy through Mark Fomes Realty, Inc., Broker(s), on the terms and conditions set forth below, the real property located in Kettering, County of Montgomery, State of Ohio, described as follows: +/- 3 acres located on East David Rd (Lot 26) being part of PID: N64 04416 0008 (As seen in Exhibit A).
2. **INCLUDED IN THE SALE.** The Property shall include the land, all appurtenant rights, privileges and easements.
3. **PRICE.** Purchaser agrees to pay for the Property the sum of \$ 210,000 (70,000/acre) payable as follows: (a) **EARNEST MONEY:** Upon presentation of this offer, Purchaser has delivered to Mark Fomes Realty, Inc., Broker, the sum of \$ 5,000 ("Earnest Money") to be (i) deposited in the Broker's trust account promptly after acceptance of this offer or (ii) returned to Purchaser upon request if this offer is not accepted. The Earnest Money shall be paid to Purchaser or applied on the purchase price at closing. If the closing does not occur because of Seller's default or because any condition of this Contract is not satisfied or waived, Purchaser shall be entitled to the Earnest Money. If Purchaser defaults, Seller shall be entitled to the Earnest Money. In either event, Broker shall not release the Earnest Money from the trust account except (A) in accordance with joint written instructions of Seller and Purchaser, or (B) in accordance with the following procedures: if the closing does not occur for any reason (including the default of either party), the Broker holding the Earnest Money may notify Seller in writing that the Earnest Money will be returned to Purchaser unless Seller makes a written demand for the Earnest Money within 20 days after the date of the Broker notice. If the Broker does not receive a written demand from the Seller within the 20-day period, the Broker shall return the Earnest Money to Purchaser. If written demand is received by the Broker within the 20-day period, the Broker shall retain the Earnest Money until (i) Seller and Purchaser have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) the Broker deposits the Earnest Money with a court pursuant to applicable court procedures. Payment or refund of the Earnest Money shall not prejudice the rights of the Broker(s) or the non-defaulting party in an action for damages or specific performance against the defaulting party. (b) **BALANCE:** The balance of the purchase price shall be paid by cash (certified or cashier's check) at time of closing.
4. **DEED.** Seller shall furnish a transferable and recordable general warranty deed conveying to Purchaser, or nominee, a marketable title to the Property (as determined with reference the Ohio State Bar Association Standards of Title Examination) with dower rights, if any, released and free and clear of liens, rights to take liens, and encumbrances whatsoever, except (a) legal highways, (b) any mortgage assumed by Purchaser, (c) all installments of taxes and assessments becoming due and payable after the closing, (d) rights of tenants in possession, (e) zoning and other laws, and (f) easements and restrictions of record which would not prevent Purchaser from using the Property for the following purpose: Multi Family. If title to all or part of the Property is unmarketable or is subject to matters not excepted as provided above, Seller at Seller's sole cost shall cure any title defects and/or remove such matters within 10 days after receipt of written notice from Purchaser, and if necessary the closing date shall be extended to permit Seller the full 10 days to clear title. Seller shall have the right at closing to pay for the removal of any encumbrances or liens out of the purchase price.
5. **INSPECTION.** Purchaser reserves the right to make the following inspections of the Property (check one): None ___ See Addendum to Contract to Purchase Real Estate X.
6. **TAXES.** At closing, Seller shall pay or credit on the purchase price (a) all real estate taxes and assessments, including penalties and interest, which became due and payable prior to the closing, (b) a pro rata share, calculated as of the closing date in the manner set forth below, of the taxes and assessments becoming due and payable after the closing, and (c) The tax pro-ration shall be made in accordance with the Montgomery County "short pro-ration" method, in which Seller's share is based upon the number of days from the date of the immediately preceding semi-annual installment to the date of closing.
7. **PRORATIONS.** Rents, utilities, and other operating income and expenses shall be prorated as of the date of closing.
8. **SELLER'S REPRESENTATIONS.** Seller represents that those signing this Contract constitute all of the owners of the Property, together with their respective spouses. Seller further represents that with respect to the Property (a) no orders of any public authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters, and (d) the Property is currently zoned O-S, and to the best of Seller's knowledge, except as indicated below: (1) no toxic, explosive or other hazardous substances have been stored, disposed of, concealed within or released on or from the Property in violation of applicable environmental laws, and no other adverse environmental conditions affect the Property; (2) no underground storage tanks are currently located on the Property nor have any been previously removed from the Property; (3) there is no PCB-containing equipment on the Property; (4) removal of asbestos materials from the Property is not required under any applicable governmental laws, order or regulations; (5) none of the Property consists of wetlands, nor have any former wetlands on the Property been filled in; and (6) the Property has not been the subject of any type of environmental investigation or cleanup.
9. **POSSESSION.** Possession shall be given at closing.
10. **ACCEPTANCE; CLOSING.** This offer shall remain open for acceptance until 9/11/2020 at 5:00 p.m. The closing delivery of the deed and payment of the balance of the purchase shall be held on or before 06/30/2021 at a time and place mutually agreed upon by Seller and Purchaser. In the event of a failure of the parties to agree, the closing shall be held on the last day designated in this paragraph and the Broker procuring the Purchaser shall designate the time and place of closing.

EXHIBIT 1

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

12. ADDENDA. The following Addenda and attachments are included and shall be considered an integral part of this Contract:
See Attached Addendum to Contract to Purchase Real Estate.

WITNESS: _____ Purchaser _____
MAKE DEED TO (Print): Jessica Barry, or Nominee Address: 1725 E David Rd. Kettering, Ohio

ACCEPTANCE Date: 8-27-2020

The undersigned Seller () accepts the foregoing offer; or (X) counteroffers according to the initialed changes set forth above or in the attached Addenda, which counteroffer shall remain open for acceptance until 9-3, 2020 at 8:00 p.m.
City of Kettering, Ohio

WITNESS [Signature] Seller _____
Print BY: Mark W. Schwieterman
Mark W. Schwieterman, City Manager

WITNESS _____ Seller _____
Print _____

DEPOSIT RECEIPT Date: 8/25/20

Receipt is acknowledged of \$5,000 earnest money, to be deposited in the undersigned Broker's trust account upon acceptance of this offer and to be applied as provided in paragraph 3(a) above.

Mark Fornes Realty, Inc. By [Signature] REALTOR
(Firm Name) (Agent's Signature)
Phone 937-434-2000

Addendum to Contract to Purchase Real Estate

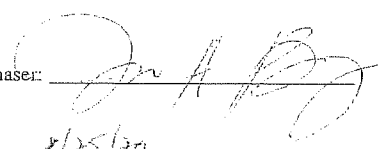
Purchaser: Jessica Barry, or Nominee

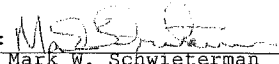
Property: +/- 3 acres located on East David Rd (Lot 26) being part of PID: N64 04416 0008

1. Inspection Periods. Purchaser shall have a period of Two Hundred and Forty (240) calendar days after Seller's acceptance (the "Physical Inspection Period") to obtain inspection of the property (at Purchaser's expense) in each of the following areas:

- A. Title Search
- B. Survey
- C. Environmental Audit (Phase I)
- D. Soil Testing
- E. Plan approval by City of Kettering
- F. Financing Approval
- G. Board Approval by Modern College of Design

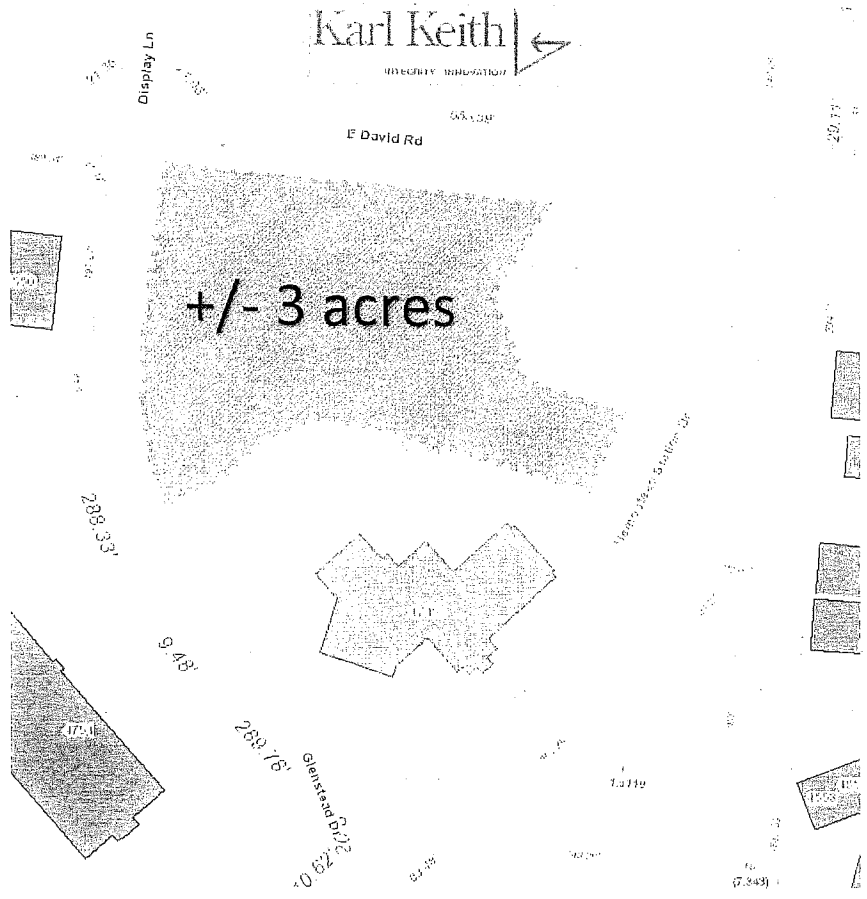
Purchaser may cancel this contract if inspection results are, in purchaser's sole opinion, unsatisfactory to Purchaser, and earnest money shall be returned to Purchaser. Cancellation shall be by written notice to Seller prior to the end of the Physical Inspection Period.

Purchaser:  Seller: City of Kettering, Ohio

Date: 8/25/20 Seller: BY: 
 Mark W. Schwieterman
 City Manager

Date: 8/27/2020

Exhibit A



[Handwritten signature]
8/25/20

ADDENDUM 2

The following additional terms and conditions are made part of the Contract To Purchase Real Estate between Purchaser and Seller, including the Addendum to Contract to Purchase Real Estate, (collectively "Contract") to which this Addendum 2 is attached. In case of conflict, the terms of this Addendum 2 shall control. Terms defined in the Contract shall have the same meaning when used in this Addendum 2.

Notwithstanding anything else in the Contract to the contrary:

- A. The Physical Inspection Period shall be 180 calendar days.
- B. Closing shall be held on or before May 31, 2021.
- C. Purchaser shall be solely responsible for the payment of all title examination fees and title insurance premiums necessary to provide Purchaser with an owner's policy of title insurance if Purchaser desires to purchase one. All closing costs and transfer taxes shall be paid by Purchaser. Purchaser and Seller shall each be responsible for the payment of their own attorneys' fees and expenses. Seller shall be responsible for payment of broker's fees to Mark Fornes Realty.
- D. Seller shall convey to Purchaser fee simple title to the Property by recordable limited warranty deed, free and clear of all liens and encumbrances by any party claiming by, through, or under Seller, except (i) liens for real property taxes and assessments due and payable in the year of closing and thereafter and any CAUV recoupment, (ii) easements and restrictions of record, (iii) existing encroachments and impediments, (iv) coal, oil, gas, and other mineral rights and interests previously transferred or reserved of record; and (v) governmental laws, restrictions; and ordinances affecting the Property.
- E. Purchaser shall indemnify and hold Seller harmless from any and all claims and expenses (including, without limitation, attorneys' fees) arising out inspections, testing, or other activities of Purchaser, its agents and representatives, on, at, or related to the Property; IF PURCHASER DOES NOT CLOSE ON THE PROPERTY, Purchaser shall also repair any resulting damage to the Property. Purchaser shall provide Seller with copies of any reports resulting from any inspections and tests. The obligations of Purchaser under this paragraph shall survive the termination of the Contract. Seller will not indemnify or defend any other person, party, or entity.
- F. Section 8(d) of the Contract is amended to read:

to Seller's knowledge (i) no Hazardous Materials (defined below) have been stored at, disposed of or are located in, on, or about the Property by Seller; (ii) no Hazardous Materials have been buried or accumulated in, on, or about the Property by Seller; and (iii) no permit related to Hazardous Materials is required from the Ohio or Federal Environmental Protection Agency for the use or maintenance of any existing improvement or facility on the Property due to its current condition.

For purposes of this Contract, the following terms shall have the following meanings:

"Environmental Laws" shall mean all present and future federal, state and local laws, regulations and ordinances and principles of common law relating to the protection of the environment, public health or public

safety including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. § 9601, et seq., as amended), the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq., as amended), the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq., as amended), the Clean Water Act (33 U.S.C. § 7401, et seq. as amended), the Safe Drinking Water Act (42 U.S.C. § 300f, et seq., as amended) the Toxic Substances Control Act (15 U.S.C. § 2601, et seq. as amended) and any state and local counterparts of such statutes or regulations.

"Hazardous Materials" shall mean all those things defined as "hazardous substances," "hazardous materials," "hazardous wastes," "pollutants," "contaminants," "toxic substances" or other similar terms in any of the Environmental Laws.


Except as expressly set forth herein, 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. Purchaser acknowledges and agrees that upon closing Seller shall sell and convey the Property to Purchaser and Purchaser shall accept the Property "AS IS, WHERE IS, AND WITH ALL FAULTS", except to the extent expressly provided otherwise in this Addendum 2. Purchaser 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 Addendum 2. Purchaser represents to Seller that Purchaser has conducted or will conduct prior to closing such inspections and investigations of the Property as Purchaser 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 Addendum 2. Upon closing, Purchaser shall assume the risk that adverse matters may not have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller (and Seller's elected officials, officers, directors, employees, volunteers, 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 Purchaser 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 Addendum 2.

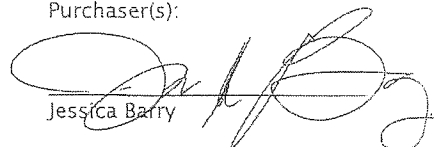
- G. Purchaser will make good faith efforts to promptly move to obtain financing approval and Modern College of Design Board approval.
- H. The Contract and this Addendum 2 shall be deemed void ab initio if, prior to October 15, 2020, the Kettering City Council does not approve, by resolution, the Contract and declare that the Property is surplus property. Seller will make good faith efforts to promptly obtain such approval.

- I. The parties recognize that the Seller is the City, and affirm (i) that this Contract does not contractually obligate the entity or body which may receive an application from Purchaser (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 Purchaser that may create a conflict of interest.

- J. The Purchaser shall, at the sole expense of the Purchaser, 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 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 Purchaser 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 Physical Inspection Period. In the event that the Purchaser fails to obtain the City's approval of the Plat, the Purchaser shall either (i) notify the Seller that the Physical Inspection Period shall be extended for a period of thirty (30) days, or (ii) terminate the Contract, in which event the earnest money shall be promptly refunded to the Purchaser 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 the Contract.

The parties agree to and accept the foregoing terms and conditions.

Seller:
City of Kettering, Ohio
By 
Mark W. Schwieterman
City Manager

Purchaser(s):

Jessica Barry

Date 9/4/2020

Date 9.3.20

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

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

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

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

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

Section 2. That the following taxes, both within and without the ten mill limitation, be and are hereby levied on the taxable property within this City effective January 1, 2020, collected in 2021:

<u>FUND</u>	<u>MILLS</u>	
General Fund	3.50	(Voted - outside 10 mills)
General Fund	2.20	(Unvoted - inside 10 mills)
Police Pension	.30	(Unvoted - inside 10 mills)
	6.00	
 Bond Retirement Fund	 .67	 (Voted – outside 10 mills)
TOTAL	6.67	

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

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

Passed by Council this _____ day of _____ 2020.

DONALD E. PATTERSON, Mayor

ATTEST:

CERTIFICATE OF APPROVAL

LASHAUNAH D. KACZYNSKI,
Clerk of Council

THEODORE A. HAMER III,
Law Director

(Requested by Finance Director)

CITY OF KETTERING, OHIO

A RESOLUTION

By:

No.

**AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD
POLICE INTERCEPTOR SUV**

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

Section 1. Pursuant to Subsection I of Section 152.02 of the Codified Ordinances of the City of Kettering, the City Manager is hereby authorized to enter into an agreement with Lebanon Ford to purchase a Ford Police Interceptor SUV and to enter into one or more agreements with other vendors as necessary to outfit the vehicle. 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: \$50,717.91
Amount Budgeted: \$0
Acct. No. 0600-77740 - \$37,738.91
0600-72220 - \$12,979.00

(Requested by: Police 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. STOP – Northbound Prugh Woods Drive at East Dorothy Lane;
- B. ROW – East Dorothy Lane; and
- C. NO PARKING ANY TIME – Both sides of Prugh Woods Drive from E. Dorothy Lane to the Entrance of Kettering Recreation Complex Parking Lot for a total distance of approximately 1,375' on each side.

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)