
Regular Council Meeting



Agenda

6:00 PM March 27, 2025

Teri Murphy, Mayor

Council Members:

Ora Allen..... At-Large
Donald Burchett..... At-Large
Mike Daugherty..... Ward 1
Dave Miller..... Ward 2
Shirley Whitt..... Ward 3
Jeanette Marcus..... Ward 4

Michael Davis, City Manager
Martina Dillon, Law Director

Payne Recreation Center • 3800 Main Street, Moraine, OH 45439

I. Regular Meeting Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Approval of Minutes
 - 1. Regular City Council Meeting Minutes - March 13, 2025
- D. Special Presentations
 - 1. Oath of Office - Officer Caleb Bowman
 - 2. John Minear, Assistant Director - Solid Waste Management District and Operations, Montgomery County Environmental Services

II. Reports from the Following

- A. Finance Committee
- B. Finance Director
 - 1. February 2025 Finance Director's Monthly Report
- C. Committee of the Whole
- D. City Manager
 - 1. City Manager's Report - March 27, 2025
- E. Law Director
- F. Mayor
 - 1. Mayor's Court Monthly Report - February 2025

III. Guest Speakers - None

IV. Business

(Anyone wishing to raise a question about any piece of legislation listed on this agenda will have three (3) minutes at this time. All other topics to be addressed to Council will be heard later in this meeting.)

Ordinances

- | | |
|---------|---|
| 2179-25 | An Ordinance approving current replacement pages to the Moraine Codified Ordinances and declaring an emergency. |
| 2180-25 | An Ordinance authorizing the City Manager to enter into a lease agreement to permit farming operations on a parcel of real estate owned by the City of Moraine for an annual lease payment of \$110.00, repealing all prior inconsistent legislation, and declaring an emergency. |
| 2181-25 | An Ordinance authorizing the City Manager to enter into a lease agreement to permit farming operations on twenty-four (24) acres of real estate owned by the City of Moraine for an annual lease payment of \$4,560.00, repealing all prior inconsistent legislation, and declaring an emergency. |

Resolutions

- 8141-25 A Resolution approving and authorizing the City Manager to sign an agreement with the Miami Conservancy District to obtain Land Use Permit No. 16-3177-1.
- 8142-25 A Resolution approving the Solid Waste Management Plan of the Montgomery County Solid Waste Management District.
- 8143-25 A Resolution authorizing the purchase of a 2025 Ford Transit 350 Cargo RDW High Roof EXT Van from Lebanon Ford for use by the Building Maintenance Division at a price of \$64,023.00.
- 8144-25 A Resolution approving and accepting the annual report of the Community Reinvestment Housing Council (CRHC).
- 8145-25 A Resolution approving and accepting the annual report of the Tax Incentive Review Council (TIRC).

Voice Vote

- V. Persons Appearing Before Council**
- VI. Any Other Business**
- VII. Executive Session**
- VIII. Adjournment**

RECORD OF PROCEEDINGS

Minutes of City Council

Held March 13, 2025

Regular Meeting Call to Order

Meeting called to order 6:00 PM.

Roll Call

Teri Murphy	Mayor	Present
Donald Burchett	At-Large	Present
Ora Allen	At-Large	Present
Mike Daugherty	Ward 1	Absent
Dave Miller	Ward 2	Present
Shirley Whitt	Ward 3	Present
Jeanette Marcus	Ward 4	Present

Staff Present:

City Manager Michael Davis	Law Director Martina Dillon
Police Chief Craig Richardson	Deputy Fire Chief Michael Guadagno
Finance Director Annetta Williams	City Engineer Lauren Alvarado
Build. & Zoning Admin. Brent Carpenter	Build. Maint. Superintendent Rocky Bangert
City Planner Nick Sorice	Public Information Officer Aaron Vietor
Parks and Recreation Director Brent Shane	Clerk of Council Karen Powell

Mrs. Whitt moved to excuse Mr. Daugherty's absence.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Shirley Whitt
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Pledge of Allegiance

Mayor Murphy led the Pledge of Allegiance.

Approval of Minutes

Regular City Council Meeting Minutes - February 27, 2025

Mayor Murphy asked if there were any changes or corrections to the February 27, 2025, Regular Council meeting minutes. Hearing none, the minutes were approved as submitted.

Special Presentations

There were no special presentations.

Reports from the Following

Finance Committee

No report.

Finance Director

No report.

RECORD OF PROCEEDINGS

Minutes of City Council

Held March 13, 2025

Committee of the Whole

Ms. Marcus reported the last Committee of the Whole meeting was on February 27, 2025, and there would be a meeting this evening following the Regular Council meeting.

City Manager

City Manager's Report - March 13, 2025

Mr. Davis stated he had nothing beyond his written report.

Law Director

No report.

Mayor

Mayor's Court Monthly Report - January 2025

Mayor Murphy reported for the month of January 2025, Mayor’s Court received \$16,199.00. She noted that after various expenses and disbursements, a total of \$12,362.00 was deposited into the General Fund.

Guest Speakers - None

Business

Ordinances

2178-25 An Ordinance certifying unpaid charges for grass mowing and weed cutting to the Montgomery County Auditor for collections with real estate taxes in the amount of \$11,729.04.

Ms. Allen stated this Ordinance approves County Assessments for unpaid mowing charges and is at the second reading.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Ora Allen
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Resolutions

8137-25 A Resolution authorizing the City Manager to accept the proposal of and enter into an agreement with Motorola Solutions, Inc., to purchase Police and Fire radio consoles and related equipment and services for the total amount of \$369,697.00.

Mr. Burchett stated that this legislation authorizes the purchase of equipment and services necessary to upgrade Fire and Police Radio Dispatch Consoles.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Don Burchett

RECORD OF PROCEEDINGS

Minutes of City Council

Held March 13, 2025

AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

8138-25 A Resolution authorizing the use of Opioid Settlement Funds in order to receive crisis intervention trained co-responder(s) services from South Community, Inc. dba South Community Behavioral Health, in an amount not to exceed \$40,000.00 for the three-year term to be paid by the City of Moraine, Ohio.

Mr. Miller said this Resolution approves the City's utilization of Opioid Settlement Funds for trained crisis intervention co-responder services and is an approved use of those funds.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

8139-25 A Resolution authorizing the City Manager to sign necessary documentation, including but not limited to, Memorandum(s) of Understanding, to secure the services of crisis intervention trained co-responder(s) with South Community, Inc. dba South Community Behavioral Health and/or the Miami Valley Communications Council at a total cost to the City of Moraine, Ohio not to exceed \$40,000.00 for the three-year term.

Ms. Marcus reported that this legislation authorizes the City Manager to enter into a three-year contract with the Miami Valley Communications Council to share the cost of two co-responders with five other Tactical Crime Suppression Unit agencies.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Jeanette Marcus
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

8140-25 A Resolution declaring the items listed on the attached 2025 list to be surplus and no longer needed for municipal purposes and authorizing the City Manager to dispose of such items through GovDeals Auction or donation to a non-profit organization or thru a trade-in program.

Mrs. Whitt noted this Resolution authorizes the disposal of listed items no longer of value or useful to the City.

RESULT: Passed (*Yes 6, No 0, Abstained 0*)
MOVER: Shirley Whitt
AYES: Teri Murphy, Donald Burchett, Ora Allen, Dave Miller, Shirley Whitt, Jeanette Marcus
NAYS: None
ABSTAIN: None

Persons Appearing Before Council - None

Any Other Business

Mayor Murphy asked if any City Staff members had anything to report.

Mr. Rocky Bangert gave a video presentation of the ongoing construction at the City Building.

RECORD OF PROCEEDINGS

Minutes of City Council

Held March 13, 2025

The video also illustrated problem issues the construction uncovered that were corrected during the renovation process. Council discussed the second floor that was never put into use in the original construction process. Mr. Bangert said he would update Council throughout the renovation.

Mr. Brent Shane updated Council on Parks and Recreation events, including the 60th Anniversary Celebration, the Easter Egg Hunt, and the Adult Easter Egg Hunt. He discussed the Parks and Recreation Master Plan and notified Council that the Steering Committee would be presenting to Council in April.

City Manager – No further report.

Law Director – No further report.

Finance Director – Mrs. Annetta Williams remarked that she is happy to be a part of the City of Moraine.

Clerk of Council – No further report.

Council Reports

Ms. Allen - No report.

Ms. Marcus - No report.

Mrs. Whitt expressed condolences to Mr. Kevin Howard. She welcomed Mrs. Williams as Finance Director.

Mr. Miller expressed condolences to Mr. Howard and his family. He welcomed Mrs. Williams.

Mr. Burchett - No report.

Mayor Murphy offered her condolences to Mr. Howard. She welcomed the new Finance Director, Mrs. Annetta Williams. Mayor Murphy thanked the Miami Valley Communications Council for broadcasting this meeting live as well as any future rebroadcasts.

Executive Session - None

Adjournment

Meeting adjourned at 06:16 PM.

City of Moraine

Finance Department



To: Mayor & City Council

From: Annetta Williams, Finance Director

Date: March 19, 2025

Subject: February 2025 Finance Director Report

Summary

The City's budget is in a good position with strong revenues and expenses that are below budget for this time of the year. Our income tax continues to do well, and we anticipate a strong tax collection season over the next few months with returns due on April 15. Other revenues have been consistent with our revenue budget. We are continuing to roll out new projects and purchases of large equipment. In the next few months, we will start seeing the number of projects start to increase.

For February, our fund balances increased by \$125,124. For the year, we have decreased our fund balances \$92,508.

Finance Department Notes

February marked the beginning of the busy time for tax filing season with returns and requests for extensions due on April 15.

Due to the construction of the City Building, we are unable to assist with walk-ins. Documents can be sent by mail, email or uploaded to the online filing site. If you have any questions, call 937-535-1026 or email incometax@moraineoh.org. If you would like to file online or upload your documents: <https://www.mitstaxonline.com/moraine/>. Forms and information are available on the City website: <https://ci.moraine.oh.us/taxes/>.

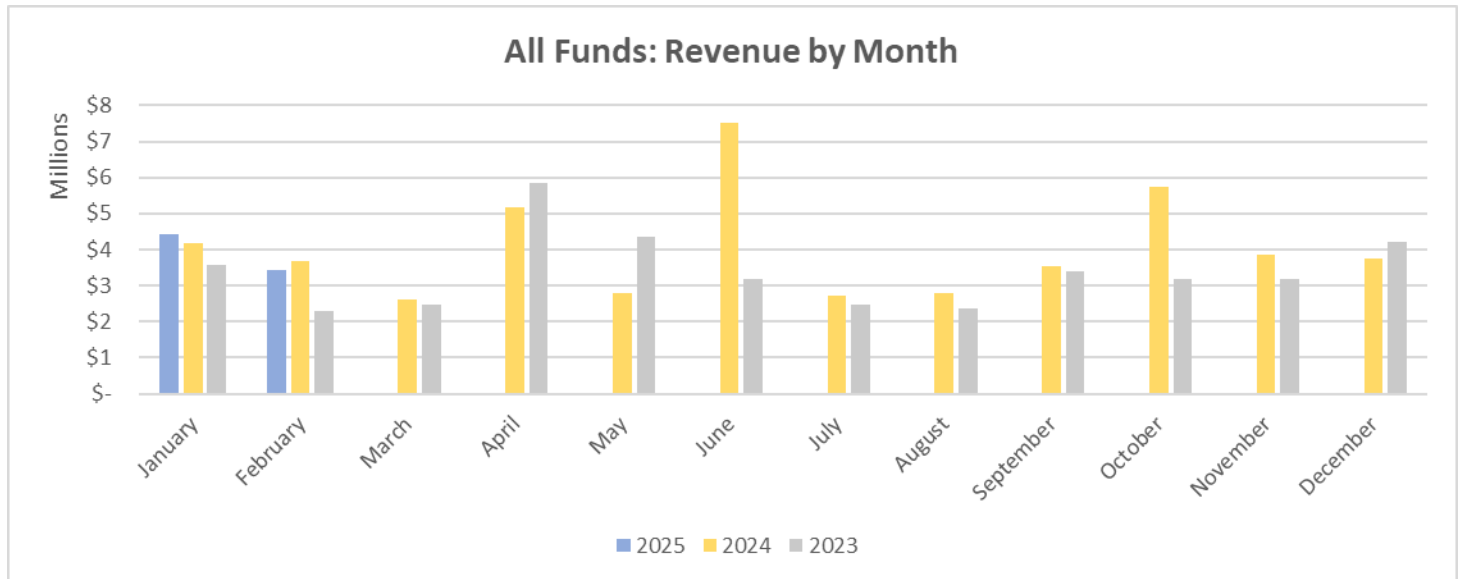
The Finance staff have started the 2024 audit and Annual Comprehensive Financial Report. This will be ongoing for several months.

We have started accepting and reviewing applications for a part-time Finance Clerk position.

ALL FUNDS

FEBRUARY 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	COLLECTED		
			2025 BUDGET	UNDER / (OVER)	COLLECTED
Local Taxes	\$ 2,559	\$ 6,564	\$ 1,350,975	\$ 1,344,411	0%
Income Taxes	1,902,966	3,942,995	26,906,250	22,963,255	15%
State Shared Taxes & Fees	74,055	141,789	906,000	764,211	16%
Special Assessments	1,577	1,577	586,365	584,788	0%
Intergovernmental Aid	6,862	6,862	330,100	323,238	2%
Charges for Services	51,729	115,276	505,000	389,724	23%
Civic Center	805	2,359	17,500	15,141	13%
Payne Recreation Center	6,912	20,707	58,250	37,543	36%
Fines & Forfeitures	15,357	39,315	319,400	280,085	12%
Miscellaneous Receipts	422,643	1,273,919	5,183,100	3,909,181	25%
Interfund Transfers	948,000	2,320,800	12,370,000	10,049,200	19%
Total	\$ 3,433,464	\$ 7,872,163	\$ 48,532,940	\$ 40,660,777	16%

REVENUE COLLECTIONS – ALL CITY FUNDS

Gross Revenues: Through February, our gross revenue collections for the year are slightly below the target of 17% primarily since property tax distributions have not occurred yet this year. When comparing actual revenue year to date Mayor’s court revenues were slightly down at 12% of budget due to the move and holiday season. The EMS Billing collected is at 23% of budget and the interest collected is at 22%.

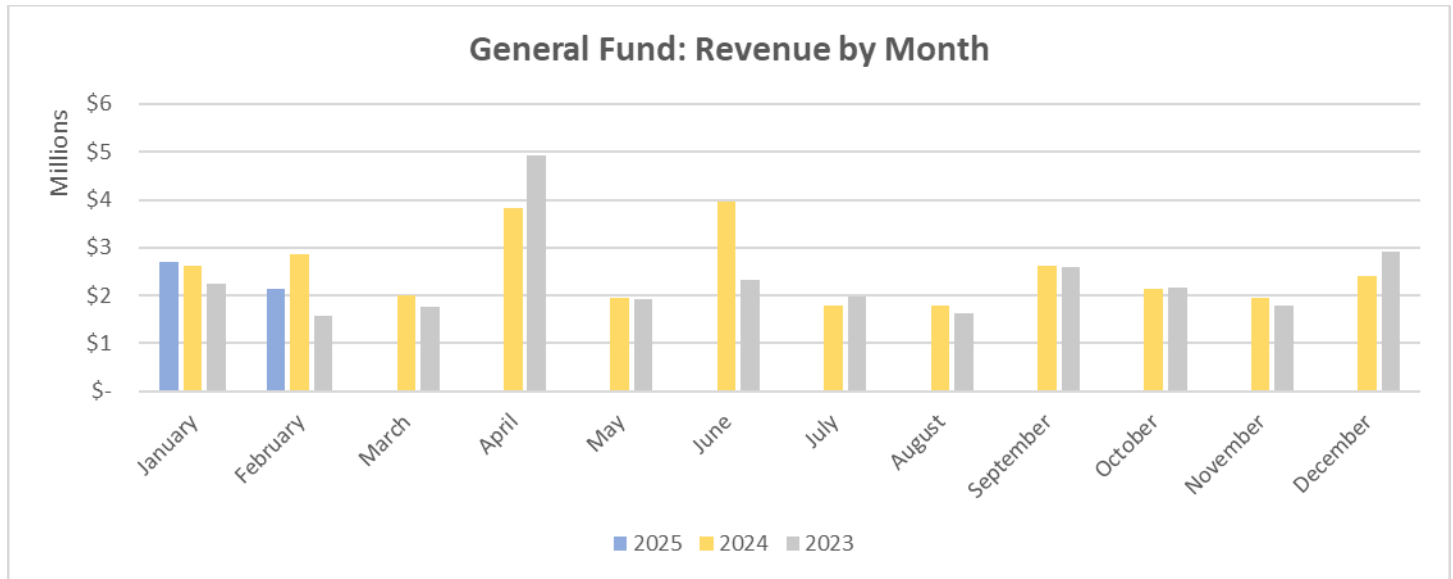
Net Revenue: After removing interfund transfers, February’s Net Revenue was \$2,222,214. For the year, we have experienced a 12% decrease in revenues compared to this point in 2024.

Interfund Transfers: Transfers for this month are lower than budgeted but year to date transfers is slightly higher at 19%.

GENERAL FUND

FEBRUARY 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	COLLECTED UNDER / (OVER)	COLLECTED
Local Taxes	\$ 1,616	\$ 5,621	\$ 714,525	\$ 708,904	1%
Income Taxes	1,902,966	3,942,995	26,906,250	22,963,255	15%
State Shared Taxes & Fees	18,819	33,058	143,500	110,442	23%
Special Assessments	1,577	1,577	5,365	3,788	29%
Intergovernmental Aid	823	823	3,000	2,177	27%
Charges for Services	51,729	115,276	504,000	388,724	23%
Fines & Forfeitures	15,357	39,315	319,400	280,085	12%
Miscellaneous Receipts	146,004	707,729	1,464,500	756,771	48%
Total	\$ 2,138,890	\$ 4,846,394	\$ 30,060,540	\$ 25,214,146	16%

REVENUE COLLECTIONS – GENERAL FUND

Charges for Services: This category includes EMS billing receipts from Fire Department runs that can be billed to insurance. This revenue is higher than budgeted due to a high volume of EMS runs.

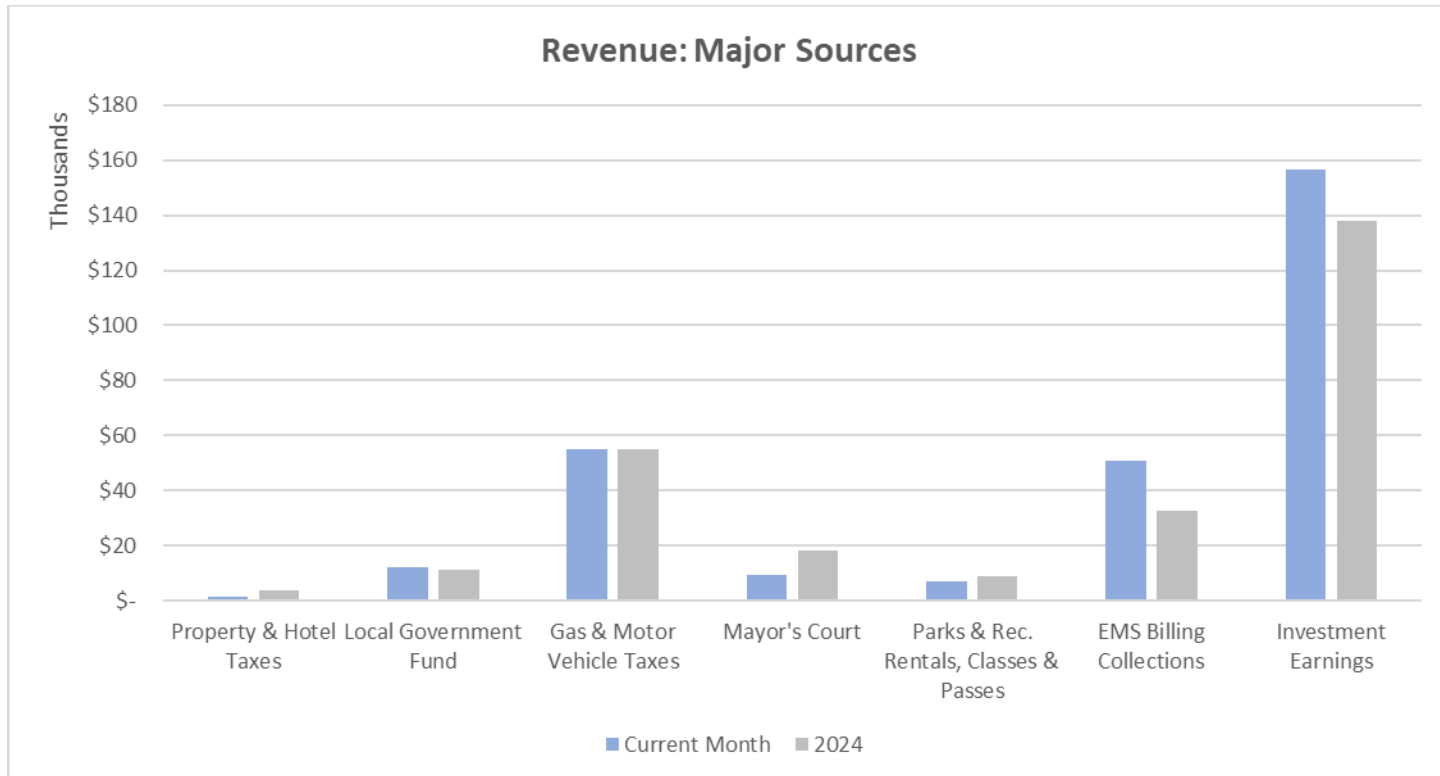
Fines & Forfeitures: This category includes the Mayor’s court revenue that is below target for the month and the Commercial Building Permits revenues are below target at 11% of budget.

Miscellaneous Receipts: This category was mostly made up of interest from investments. We received \$143,791 in interest into the General Fund in February.

MAJOR SOURCES

FEBRUARY 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH	YEAR TO DATE	COLLECTED UNDER / (OVER)		
			2025 BUDGET	COLLECTED	
Property & Hotel Taxes	\$ 1,616	\$ 5,621	\$ 979,725	\$ 974,104	1%
Local Government Fund	12,445	23,345	113,000	89,655	21%
Gas & Motor Vehicle Taxes	55,237	108,732	727,500	618,768	15%
Mayor's Court	9,451	21,468	180,000	158,532	12%
Parks Rentals, Classes & PASSES	7,002	22,097	69,000	46,903	32%
EMS Billing Collections	50,929	113,996	500,000	386,004	23%
Investment Earnings	156,451	295,440	1,357,350	1,061,910	22%
Total	\$ 293,129	\$ 590,699	\$ 3,926,575	\$ 3,335,876	15%

REVENUE COLLECTIONS – MAJOR SOURCES

Gas & Motor Vehicle Taxes: For the last several years, these taxes have been consistent. For the year, we expected to receive about \$60,625 per month. February was below target at \$55,237.

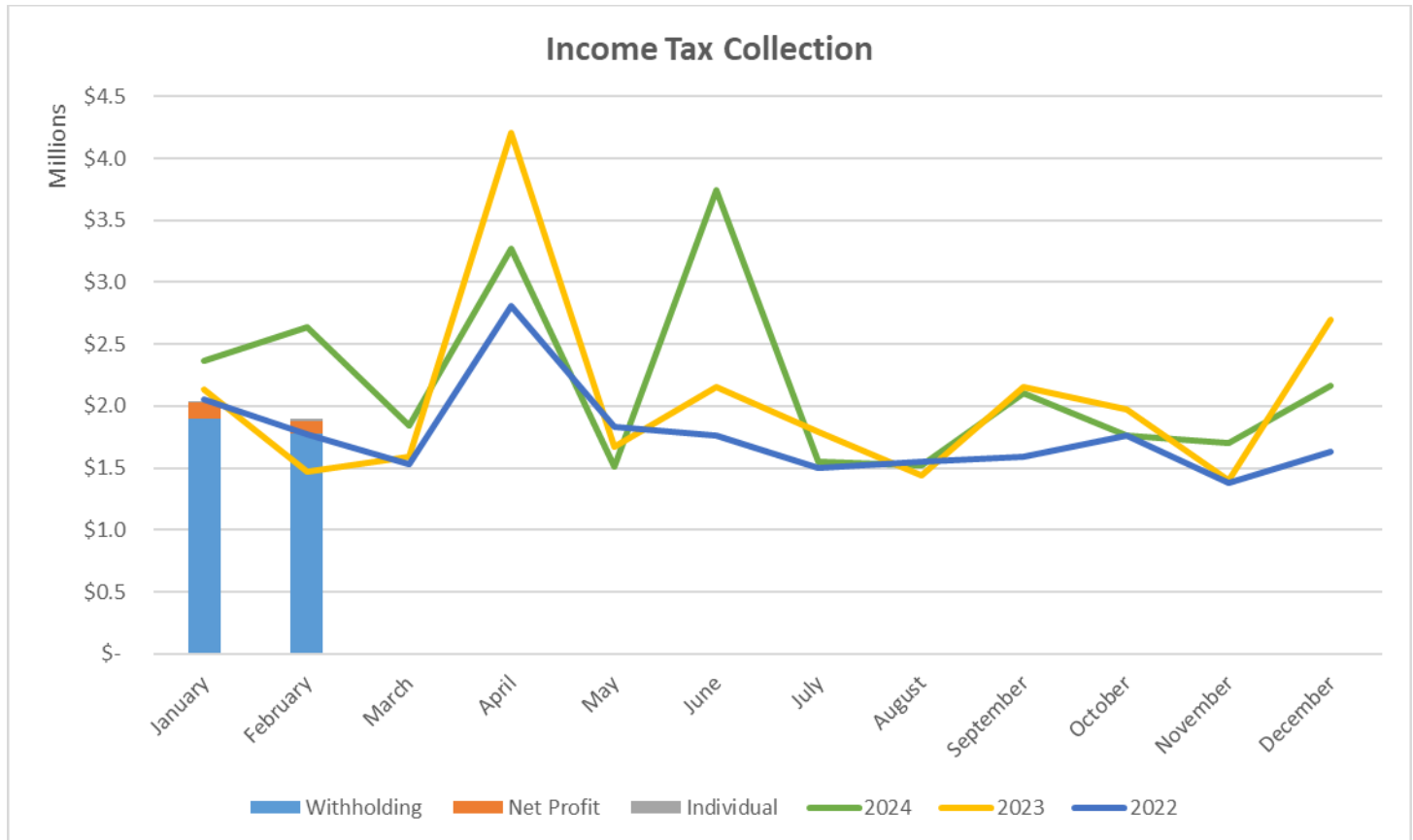
EMS Billing Collections: This revenue keeps increasing each year. Part of this is due to higher call volumes and part of it is due to higher payments by insurance providers. We have collected 23% of our expected budget.

Investment Earnings: The interest earnings revenue received is higher than budgeted. We have collected 22% of our expected budget.

INCOME TAX

FEBRUARY 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH	YEAR TO DATE	COLLECTED UNDER / (OVER) COLLECTED		
			2025 BUDGET	2024	2023
Electric Co. Income Tax	\$ 12	\$ 12	\$ 1,000	\$ 988	0%
Income Tax Refunds	-	(56,605)	(700,000)	(643,395)	8%
Income Taxes	1,902,955	3,999,588	27,605,250	23,605,662	14%
Total	\$ 1,902,966	\$ 3,942,995	\$ 26,906,250	\$ 22,963,255	15%

REVENUE COLLECTIONS – INCOME TAX

2025 Collections: For the year, we are below our revenue budget by 3%. We have collected \$3,999,588 and budgeted for \$4,643,201 through February.

Net Profit: Through February, we anticipate collecting 16% of our estimated Net Profit taxes. So far, we have collected 4% of the gross expected taxes. For the year, we are below our budget amount by 12%.

Withholding: Through February, we anticipate collecting 17% of our estimated Withholding taxes. So far, we have collected 18% of the gross expected taxes. For the year, we are slightly above budget amount by 1%.

Individual: Through February, we anticipate collecting 17% of our estimated Individual taxes. So far, we have collected 9% of the gross expected taxes. For the year, we are below our budget by 8%.

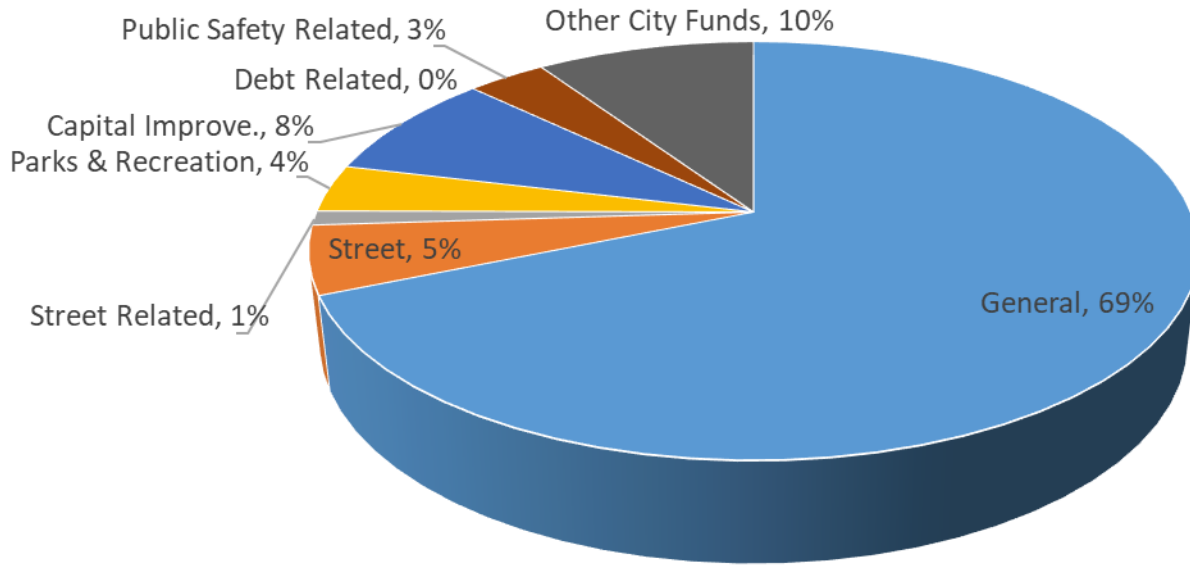
Refunds: Through February, we have processed \$56,605 of Refunds. For the year, we have refunded 8% of the amount budgeted.

ALL FUNDS

FEBRUARY 2025

MONTHLY EXPENSES VS. BUDGET

All Funds: Current Month Expenses by Percentage



EXPENSES BY FUND/TYPE	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	AVAILABLE BALANCE	% EXPENSES TO BUDGET
General Fund	\$ 2,273,462	\$ 5,505,427	\$ 32,005,782	\$ 23,607,510	17%
Street Fund	174,133	406,824	2,562,922	2,011,953	16%
Street Related Funds	36,565	118,938	1,116,660	794,486	11%
Parks & Recreation Fund	121,885	224,823	1,585,856	1,123,295	14%
Capital Improvement Fund	275,866	844,857	13,041,286	4,686,939	6%
Debt Related Funds	-	-	1,011,700	13,000	0%
Public Safety Related Funds	113,072	234,726	1,478,780	1,236,954	16%
Other City Funds	313,358	629,077	5,502,585	3,684,140	11%
Total	\$ 3,308,340	\$ 7,964,671	\$ 58,305,571	\$ 37,158,277	14%

EXPENSES – ALL FUNDS

Net Expenses: After interfund transfers, our Net Expenses for February were \$2,081,144. For the year, we have experienced a 27% increase in expenses compared to this point in 2024.

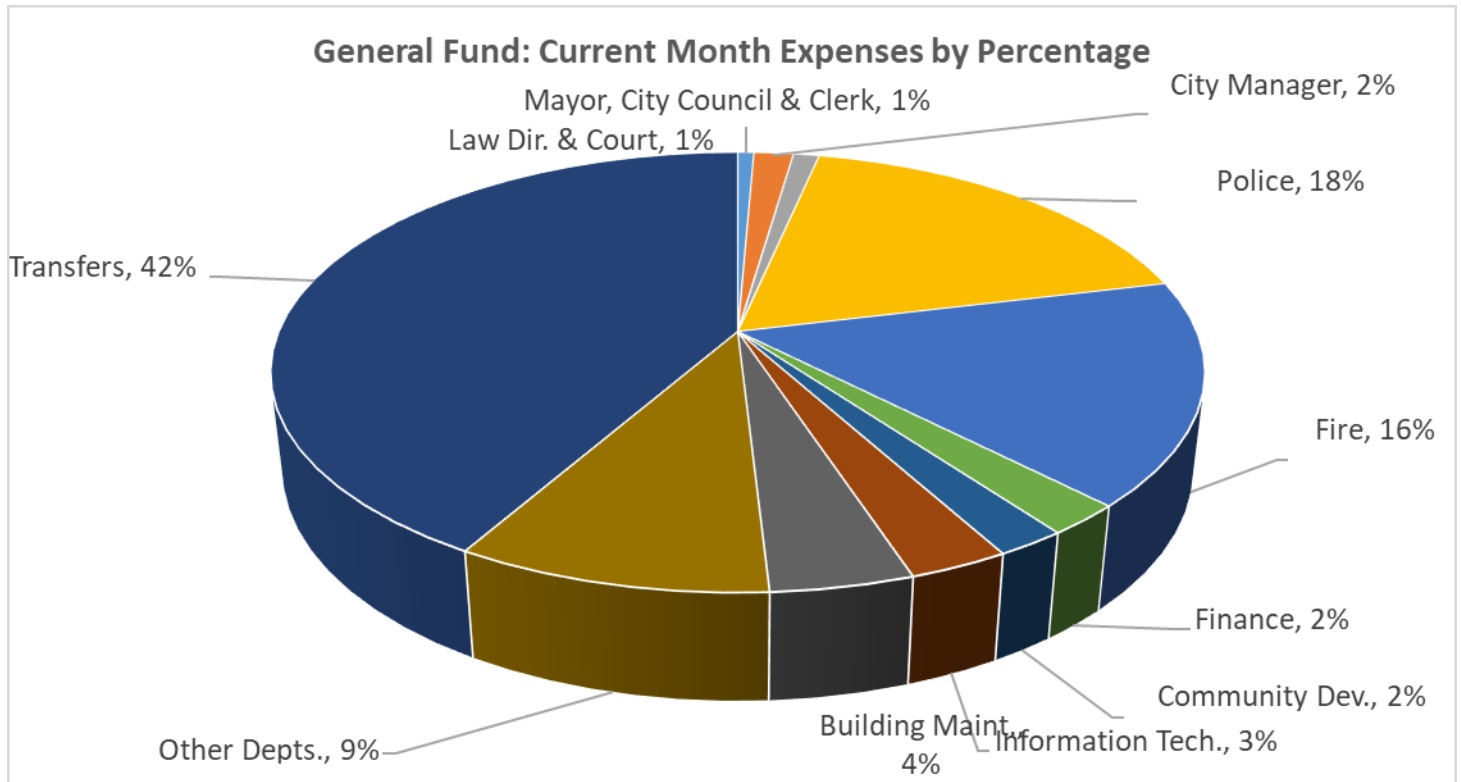
Large Expenses: In February we paid the annual property tax bill.

Budget Review: It is early in the budget year, and we will continue to evaluate current year budget needs. As the year progresses, we will start seeing more payments for projects and equipment detailed in the Capital Improvement Plan.

GENERAL FUND

FEBRUARY 2025

MONTHLY EXPENSES VS. BUDGET



EXPENSES BY DEPARTMENT	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	AVAILABLE BALANCE	% EXPENSES TO BUDGET
Mayor, City Council & Clerk	\$ 15,107	\$ 28,480	\$ 236,840	\$ 174,981	12%
City Manager & Info. Center	37,208	87,149	672,649	459,072	13%
Law Director & Clerk of Courts	24,159	53,979	438,286	218,918	12%
Police	405,775	1,085,670	6,295,269	4,748,747	17%
Fire	373,359	902,379	4,735,210	3,673,350	19%
Finance	51,643	128,182	931,320	695,316	14%
Community & Economic Dev.	46,813	131,624	1,111,000	804,061	12%
Information Technology	66,853	148,317	1,210,966	483,973	12%
Building Maintenance	95,277	284,853	1,857,921	1,253,548	15%
Other Departments	209,269	333,993	2,016,320	916,344	17%
Transfers	948,000	2,320,800	12,500,000	10,179,200	19%
Total	\$ 2,273,462	\$ 5,505,427	\$ 32,005,782	\$ 23,607,510	17%

EXPENSES – GENERAL FUND

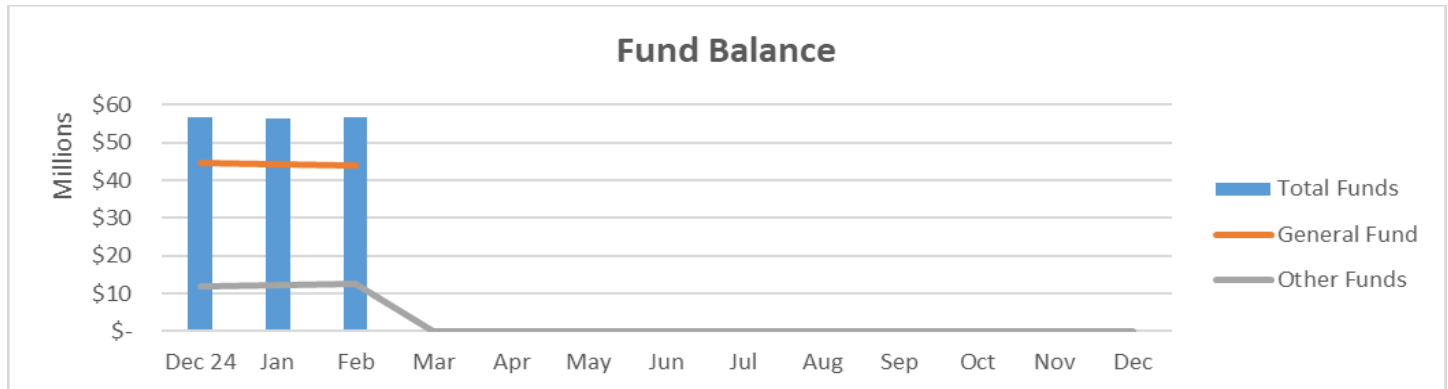
Budget Status: The General Fund is at the expense target for this time of the year.

Transfers: Transfers are slightly above target for the year. However, the transfers for the month of February were slightly below the budgeted amount. We will continue to evaluate fund balances each month and transfer funds as necessary.

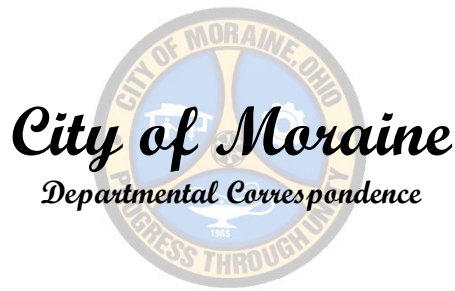
FUND BALANCES & CASH FLOW

FEBRUARY 2025

MONTH END BALANCES BY FUND



FUND	YEAR BEGIN BALANCE	MONTH BEGIN BALANCE	MONTH CHANGE BALANCE	MONTH END BALANCE	YEAR TO DATE CHANGE
General	\$ 44,743,031	\$ 44,218,570	\$ (134,572)	\$ 44,083,998	\$ (659,032)
Street	287,303	363,366	(8,770)	354,596	67,293
State Highway	459,370	435,300	2,229	437,529	(21,841)
Parks & Recreation	227,480	400,457	(33,044)	367,413	139,932
Cemetery	96,875	95,611	268	95,879	(996)
Motor Vehicle License Tax	45,792	40,188	1,257	41,445	(4,347)
Enforcement & Education	72,551	72,764	239	73,003	451
Mayor's Court Computer	90,557	84,032	447	84,479	(6,078)
Clerk of Court Computer	60,372	56,388	(68)	56,320	(4,052)
Economic Development	484,336	579,823	943	580,766	96,431
Capital Improvement	5,969,408	6,040,417	369,588	6,410,005	440,597
Vance Darroch Project	57,381	57,381	-	57,381	-
Debt Service	187,127	187,592	526	188,118	991
Tax Increment Financing	48,682	48,803	137	48,940	258
Home Improvement Loan	700,563	702,303	1,971	704,274	3,710
City Garage	360,161	360,161	-	360,161	-
Miscellaneous Trust	45,654	45,754	300	46,054	400
Police Pension	52,200	54,027	266	54,293	2,093
Fire Pension	61,067	59,543	480	60,023	(1,044)
Insurance Reserve	1,464,773	1,467,253	(211)	1,467,042	2,269
Health Insurance	521,563	448,554	55,885	504,439	(17,124)
Federal Law Enforcement	42,290	42,395	119	42,514	224
State Law Enforcement Training	46,112	46,227	130	46,356	244
Drug Law Enforcement Trust	43,933	44,042	124	44,166	233
Local Fiscal Recovery	435,657	435,657	(133,120)	302,537	(133,120)
OneOhio Opioid Settlement	113,560	113,560	-	113,560	-
Total	\$ 56,717,797	\$ 56,500,165	\$ 125,124	\$ 56,625,289	\$ (92,508)



TO: Mayor
City Council

FROM: Michael Davis, City Manager

DATE: March 24, 2025

SUBJECT: City Manager's Report

1) City Manager

- a) Attended the MVCC City Managers Govtech meeting on March 10, 2025. Discussion included a review of the Dayton Area Managers Association.
- b) On March 11, 2025, I met with the Regional Director of Senator Moreno's office. We discussed the update on the City and current private and public sector initiatives.
- c) I attended the Mayors & Managers evening meeting on March 12, 2025, at the Engineers Club. The Conservancy District provided a presentation.
- d) The Annual CRHC meeting was held on March 17, 2025.
- e) Attended the 2025 Annual District Advisory Council Meeting for Montgomery County and Dayton Public Health on March 18, 2025. An annual review and budget were discussed.
- f) Met with Fuyao on March 21, 2025, to receive an update on current project status and how we can assist.

2) Building & Zoning

- a) Administrator Brent Carpenter is working on the Yearly Operational Report for the Ohio Board of Building Standards.
- b) -Mr. Carpenter attended Code Enforcement Training in Vandalia on March 20, 2025.

3) Engineer

- a) Engineer Lauren Alvarado and ODOT are in communications regarding the repavement of Springboro Pike bridge over Holes Creek.
- b) Site Plan Reviews were performed and approved for the following sites:
 - Great Miami River Recreation Trail Crossings (E. River Road trail crossing improvements),
 - CLA/MOT-BH-FY26, PID 116928 (I-75 Bridge Abutment Repairs). The I-75 bridge over Springboro Pike and the railroad's concrete patches on the bridge wall.
 - 4257 Dryden Road's demolition plans.
- c) Mrs. Alvarado attended the pre-construction meeting for Shank Bridge Road replacement with the Police and Fire Divisions on March 12, 2025. Construction is scheduled to begin May 5, 2025, with the road closed for approximately 120 days.

4) Parks and Recreation

- a) The Flashlight Adult Easter Egg Hunt on April 4, 2025, at 9:00 p.m. has 71 participants registered.
- b) The Annual Easter Egg Hunt is scheduled for April 12, 2025, at the Payne Recreation Center. The egg hunt will begin at 10:00 a.m. sharp.
- c) Staff is coordinating teams and practice schedules for MLS GO Soccer. The program has 77 children register for the program and nine teams for the four age groups.
- d) Summer camp interviews with Kelly for camp counselors and camp leaders are ongoing.

5) Planner

- a) The Street Division created the new Tree City USA signs to display in the City's heavily trafficked areas in conjunction with the new City Signage Project.
- b) Nick Sorice continues inspecting headstone at Ellerton Cemetery and he has joined the Ohio Cemetery Association.

6) Police

- a) March 7: Patrol officers attempted to make traffic stop but the passenger fled on foot. The passenger was identified by the officers and was later arrested.
A search warrant was served on Pinnacle Road which led to the recovery of several stolen vehicles and vehicle parts. The suspect also had outstanding arrest warrants.
- b) March 8: Officers assisted the University of Dayton Campus Police with a large event.
- c) March 11: A truck was stolen from the parking lot of Ziggy's. The investigation is ongoing.
- d) March 14: Officers responded to a welfare check on Blanchard Avenue of a suicidal subject. The subject was armed with a crossbow and momentarily confronted officers. This led to the subject being taken to hospital for psychological evaluation. Charges are pending.
- e) March 19: Detectives located a stolen vehicle while on another investigation. The vehicle was seized, and charges are pending.
- f) The Drug Enforcement Administration (DEA) National Prescription Drug Take Back Day is scheduled for April 26, 2025, at the Payne Recreation Center.
- g) Police Deputy Chief Jason Neubauer will be at the FBI National Academy for training for approximately ten weeks.
- h) There were 13 calls for service at Walmart, 8 calls at Red Roof Inn, 11 calls at Kroger, 10 calls at Red Horse Inn, 9 calls at Waffle House and 31 calls for service on I-75.

7) Street Division

- a) Seasonal maintenance was performed at the ballfield, catch basins, flowerbeds, and parks.
- b) Staff continue to patch potholes citywide.
- c) Superintendent Chris Dunn designed a soccer field layout.
- d) Drain work was completed at Station 30 and on Springboro Pike.
- e) A headstone footer was poured at Ellerton Cemetery.

Bi-Monthly Report

To: Michael Davis, City Manager

From: Traci Kuzminski, Fire Chief 

Date: March 19th, 2025

Subject: Activity Report

The Fire Division responded to a total of 133 incidents from March 2nd- March 15th, 2025

EMS/ Fire & Rescue –

Division Responded to 6 Motor Vehicle Incidents

Division responded to 91 EMS Incidents

Division responded to 20 Fire Alarm/Detector Activations

Division Responded to 16 all other calls

Long-term projects/issues:

- New Medic ordered. Still Waiting
- Tornado Siren replacement moving forward. We should be scheduling to replace two sirens soon. One on Hemple and Germantown and one on Cobblegate.
- Getting a quote for a new motor for Siren on Soldier Home and Pinnacle, works intermittently.
- Received new Staff truck, waiting to outfit it
- Order of new ladder E-One Metro Quint Fire Truck through Vogelpohl Fire Equipment.

Full time hiring/promotions:

- Full Time Kilar Hughes started 3/7 and Austin Hoffman 3/11
- Lieutenant Promotion- Lieutenant process opened, testing completed March 6th
- The Assessment Center will be March 28th at 8am at the Civic Center
- The Orientation for the Assessment Center will be March 21st at 0900 at Station 28
- The interviews will be On April 11th. We will let you know when and where.

Part time hiring:

- We have 5 part time personnel currently on the roster. 1 part time in the process

Short term projects/issues:

- Beginning phase of Station 30 Bathroom remodel-On Hold

Number of Inspections/Re-Inspections:

- 31 Inspections

Meetings:

- Council Meeting 3/13

Other:

- 1 CPR Class- Tyler Technologies- 3/11
- Preplan walk through 3040 East River Road
- Water Rescue training is coming up in April for 3 days.

MAYORS' COURT MONTHLY STATEMENT TO COUNCIL

Fines and Other Monies Collected or Received
Rev. Code Sec. 733.40

To the Council of The City of Moraine Ohio:

The following is a full statement of all fines, forfeitures, and costs in ordinance cases and all fees collected by me, or which have in any manner come to my hands, or which are due me as Mayor, Chief of Police or other officer of the city and any other fees and expenses which have been advanced out of the city treasury, and all monies received by me as Mayor for the use of the city and paid over by me to the Treasury of the city as required by law.

Prepared: March 11, 2025

BALANCING FOR MONTH OF: FEBRUARY 2025

BOND ACCOUNT

Balance retained in Bond Account Beginning:	2/1/2025	\$	5,726.00
Amount received and deposited - CASH		+	95.50
Amount received and deposited - SURETY		+	5,116.00
Less amount returned to Defendants		-	5,881.50
Less amount retained in Bond Account (end of month)		-	4,265.00
Additions, Subtractions or Changes, etc.		+/-	0.00
EQUALS BONDS FORFEITED		\$	791.00

MAYOR'S ACCOUNT

Fines & Court Costs

Amount received and deposited	\$	18,295.65
Monthly reimbursement to City for Kett "LEAF"	(-)	(385.00)
Additions, Subtractions or Changes, etc.	+/-	-
EQUALS GROSS REVENUE		\$ 18,701.65

DISBURSEMENTS

Mo. Co. Booking Fees	Check #	3999	417.00
Police Dept Traffic School ACCT# 101-0600-40603	Check #	4000	55.00
IDAM-Ind Drvrs Alc Mntr (15%) - Kettering \$\$	Check #	4001	111.00

Computer Fund:

B4 12-13-18	Computer Fund (CF)	ACCT# 301-0800-40820	\$	-		
12-13-18	Mayor's Court CF	208-0800-40820		321.00		
& AFTER	Clerk of Court CF	209-0800-40820		214.00	Check #	4002 535.00

Treasurer of State:

Victims of Crime	\$	841.00		
IDSF-Ind Def Support Fund (50%)		2,266.81		
CJDE - Crim Just Drug Enf Fund (35%)		259.00		
Expungements		90.00		
Child Restraint		-		
Seatbelt Fines		-		
Attorney General Reimbursement		90.00	Check #	paid on-line \$ 3,546.81

City-General Fund: Acct# 101-0600-40601

ADTS - Admin T/School Fee	\$	15.00		
City Fines		14,017.19		
Miscellaneous Fees		-		
Parking Tickets		-		
Truck Fund Overweights		-		
Witness Fees		-		
Kettering Fees		4.65	Check #	4003 \$ 14,036.84

An Ordinance approving current replacement pages to the Moraine Codified Ordinances and declaring an emergency.

Department: Clerk of Council

Request: Action Item

Item Background and Purpose:

In November 2024, an agreement was signed with Walter H. Drane Company for quarterly codification supplements. This legislation approves replacement pages through January 1, 2025, and is the first quarterly update since the agreement went into effect. As has been done in the past, I am requesting legislation be prepared with an emergency clause.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

RECORD OF ORDINANCES

Ordinance No. 2179-25

Passed March 27, 2025

AN ORDINANCE APPROVING CURRENT REPLACEMENT PAGES TO THE MORaine CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, various ordinances of a general and permanent nature have been enacted by the Moraine City Council which should be included within the Codified Ordinances of the City of Moraine; and

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, said Codified Ordinances complete to January 1, 2017, have been prepared and presented to the City and have been reviewed and approved by the City Law Department.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the Ordinances of the City of Moraine, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections complete to January 1, 2025, are hereby approved and adopted.

SECTION 2: The following sections and chapters are hereby added, amended, reconfigured, repaginated or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 303.01 Compliance with Lawful Order of Police Officer; Fleeing. (Amended)
- 333.07 Street Racing, Stunt Driving and Street Takeovers Prohibited. (Amended)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.02 Gift of Marihuana. (Amended)
- 533.03 Unlawful Sexual Conduct with a Minor. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 549.16 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)

SECTION 3: The complete text of the Code sections listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. The listing above of each new section by reference to its title shall constitute sufficient publication of new matter contained therein. (Ref. R.C. 731.23)

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and its inhabitants for the reason that there exists a necessity for the earliest distribution and publication of current Replacement Pages to the officials and residents of the City, so as to facilitate administration and daily operation and avoid practical and legal misunderstanding and, therefore, this Ordinance shall take effect and be in force from and after the date of its passage.

RECORD OF ORDINANCES

Ordinance No. **2179-25**

Passed **March 27, 2025**

SECTION 5: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager, Law Director and City Prosecutor.

An Ordinance authorizing the City Manager to enter into a lease agreement to permit farming operations on a parcel of real estate owned by the City of Moraine for an annual lease payment of \$110.00, repealing all prior inconsistent legislation, and declaring an emergency.

Department: Community Development

Request: Action Item

Item Background and Purpose:

From February 21 - March 3, the Farmland for Lease Bid Program was posted as a legal notice. 1 bid was received for each farmland property. Mark Allison presented a bid for the Lyleburn Farm property. Chip Getter presented a bid for the Farm at Soldiers Home. This is a housekeeping item for legislation to be prepared to enter into a lease agreement with each applicant and the property they placed a bid on. The 3-year total terms of each property ends March 2025, which is why this process took place again. The last legislation and lease agreement was in 2022.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. Exhibit A - 2180-25 - Farm Cash Lease - Lyleburn Farm (2025)
2. Farmland for Lease COW PDF

RECORD OF ORDINANCES

Ordinance No. 2180-25

Passed March 27, 2025

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT FARMING OPERATIONS ON A PARCEL OF REAL ESTATE OWNED BY THE CITY OF MORaine FOR AN ANNUAL LEASE PAYMENT OF \$110.00, REPEALING ALL PRIOR INCONSISTENT LEGISLATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Moraine is the owner of a parcel of real estate as more particularly described in the lease agreement appended hereto as Exhibit A and referred to as the Lyleburn Farm – 11 acre portion; and

WHEREAS, said property is not presently being used for any City purpose and upon recommendation of staff, Council has determined that it should continue to be leased and used for agricultural purposes; and

WHEREAS, following solicitation of bids, the City Manager has determined that the proposed lease from Mark Allison with an annual lease payment of \$110.00 represents the highest and best offer received by the City for lease of the subject property.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:

That the City Manager is hereby authorized to enter into the Lease Agreement attached hereto as Exhibit A and made a part hereof.
- SECTION 2:

That all prior inconsistent legislation is hereby repealed.
- SECTION 3:

That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager, City Planner, and Finance Director
- SECTION 4:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public’s health, safety and welfare. The reason for said emergency is to permit immediate implementation for purposes of maintaining, effectively utilizing and preserving public property.

**FARM CASH LEASE
LYLEBURN FARM**

The Lease is made as of _____ day of March, 2025 between the City of Moraine, Ohio (“Landlord”), whose address is Moraine Government Center, 4200 Dryden Road, Moraine, Ohio 45439, and Possum Creek Stables (the “Tenant”), whose address is 3048 Infirmary Road, Moraine, OH 45439.

1. LEASE OF PROPERTY. Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following real estate located in the County of Montgomery, State of Ohio (the “Property”): more or less, and further described as follows:

- Lyleburn Farm, consisting of the southernmost 11 acres (+/-) of City Lot 4220, of which approximately 8 acres sit north of Pinnacle Road, with the remaining 3 acres (+/-) sitting south of Pinnacle Road, and more fully described at Exhibit A, attached hereto.

2. TERM. This Lease is for a term beginning March 11th 2025, and ending on March 10th, 2026. Tenant shall have the right to renew the Lease for two (2) additional terms of one (1) year each upon the same terms and conditions contained herein. Tenant shall give Landlord sixty (60) days’ notice of its intent to renew said Lease. Tenant shall not plant any crops that will be harvested after the termination or expiration of the term of this Lease.

In the event the lease is being terminated, Tenant shall have 10 days to remove Tenant’s property from the Premises.

3. RENT. Tenant agrees to pay the Landlord as annual rent for the Property the following sums:

- Lyleburn Farm Parcel - \$110 per year;

within thirty (30) days after the effective date of each annual term.

4. RECORDING. The parties agree that this Lease shall not be recorded.

5. USE AND CARE OF PROPERTY. Tenant will use the Property solely for agricultural purposes as contemplated by this Lease which consists of grasscutting of existing and future grass on said parcel. Tenant agrees to take good care of the Property, to maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Tenant will keep the grass and weeds cut or controlled by appropriate means to prevent seeding or spreading. Tenant shall make no alterations or improvements on the Property without Landlord’s prior written consent. Tenant will not commit waste on or damage the Property. Tenant will not store or leave automobiles, trucks, or tractors or other farm equipment on the Property except in the normal course of grasscutting. Tenant shall use insecticides or herbicides only when approved by Landlord and only in a manner consistent with other actual or potential uses of the Property and adjacent lands. Landlord shall not have any responsibility for the payment of any costs for lime, seed, fertilizer, spraying, or

similar costs relating to the activities being undertaken by Tenant. In addition, Landlord shall not have any responsibility for maintaining any building, or other improvement of the Premises.

6. **INSURANCE AND LIABILITY.** Tenant shall maintain commercial general liability insurance suitable and customary for farming operations (including automobile and farming equipment), for personal injury, death and property damage in an amount satisfactory to Landlord and adequate workers' compensation insurance in compliance with the laws and statutes of Ohio. Landlord shall be an additional insured on such policy as its interest may appear. Tenant will provide Landlord with certificates of all insurance and compliance with the Ohio Workers' Compensation laws. Any personal property kept on the Property by Tenant shall be at Tenant's sole risk.

7. **INDEMNIFICATION.** Tenant shall indemnify, defend and save Landlord harmless against any and all judgments, orders, claims, liabilities (including statutory liability and liability under workers' compensation laws), losses, damages, costs and expenses (including attorneys fees) made against, imposed upon or incurred by Landlord and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant, his invitees, employees, agents or contractors or the breach of any of Tenant's obligations under this Lease, but excepting any liability arising from the negligence or willful misconduct of Landlord, its agents or employees.

8. **RIGHT OF ENTRY.** Landlord reserves the right to enter upon the Property to inspect the same, to make improvements, and for any and all lawful purposes arising from the ownership of the farm so long as it does not unreasonably interfere with the rights of the Tenant as provided in this Lease.

9. **DEFAULT.** It is agreed that any violation of this Lease by either party shall, after 30 days notice (during which the default may be cured), be just cause for immediately terminating this Lease. Such termination shall be in addition to any other remedies that may be available at law or in equity.

10. **YIELDING POSSESSION AT END OF LEASE.** At the expiration of this Lease, Tenant will yield possession of the Property to Landlord without further notice, and in as good order and condition as when the same was entered by Tenant, loss by fire, unavoidable casualty, and ordinary wear and tear excepted. Tenant waives any custom or law relating to harvesting crops after the expiration or termination of this Lease.

11. **ASSIGNMENT AND SUBLEASING.** Tenant will not assign this Lease or sublet the Property in whole or in part without Landlord's prior written consent; subject to this limitation, this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

12. **MISCELLANEOUS.** This Lease sets forth the entire agreement of the parties and supersedes any prior understandings. This Lease may be modified only by written agreement of both parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

Landlord

City of Moraine, Ohio

By _____
Michael Davis, City Manager

Tenant

Mark Allison, Possum Creek Stables

Approved as to form:

Martina Dillon, Law Director
City of Moraine

STATE OF OHIO)
)
COUNTY OF MONTGOMERY) SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named, Mark Allison, who acknowledged that they are the Owner of Possum Creek Stables and they did sign the foregoing instrument and that the same is their free act and deed both individually and as representative of Possum Creek Stables.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Notary Public

My Commission Expires:_____

STATE OF OHIO)
) SS:
COUNTY OF MONTGOMERY)

Before me, a Notary Public, in and for said county and State, personally appeared the above named Michael Davis who acknowledged that he did sign the foregoing instrument on behalf of the City of Moraine and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Notary Public

My Commission Expires:_____

This instrument prepared by Martina Dillon, attorney at law, 7501 Paragon Road, Suite A, Dayton, Ohio, 45459.

EXHIBIT A – Map of Lyleburn Farm





City of Moraine Community Development

Date: March 4, 2025
To: City Council
From: Nicholas G. Sorice, City Planner
Subject: 2025 Farmland for Lease Bids

The Farmland for Lease legal notice for bidding was posted from February 21, 2025 to March 3, 2025 at 5 pm.

On February 14, 2025, I received a bid in the Community Development Office from Mark Allison for the "Lyleburn Farm". With this bid submitted prior to the legal notice posting, it was to still follow protocol if any other bids were to be submitted during the posting window. Mark Allison is selected for the Lyleburn Farm bid as no other bids were submitted.

On March 3, 2025 at 1:12 pm, I received a bid through email from Chip Getter regarding the "Farm at Soldiers Home". No other bids were submitted for this property during the legal notice window. Chip Getter is selected for the Farm at Soldiers Home bid as no other bids were submitted prior to 5 pm.

The bid information and details from each applicant are enclosed with this document.

If there are any questions, please feel free to reach out to me at any time.

Sincerely yours,

Nicholas G. Sorice
City Planner

City of Moraine Legal Notices

Farmland for Lease – Farm at Soldiers Home – The City of Moraine is proud to offer the Farm at Soldiers Home for lease. This site features 24 acres of tillable ground and is located on the eastern side of Soldiers Home – West Carrollton Road, north of Pinnacle Road and approximately 500 feet south of Shank Road. Written proposals must include a per-acre lease price (calculated for the full 24-acre site) and complete contact information. Proposals must be received no later than 5:00 p.m. Monday, March 3, 2025.

Interested parties may submit lease proposals to:

City of Moraine, Ohio
Attn: Nick Sorice, City Planner
3800 Main St. Moraine, OH 45439

For more information on the property, or on lease terms and conditions, please contact Nick Sorice, City Planner, at 937-535-1037, or by e-mail at nsorice@moraineoh.org.

Farmland for Lease – Lyleburn Farm – The City of Moraine is proud to offer the Lyleburn Farm for lease consisting of the southernmost 11 acres of City Lot 4220, of which approximately 8 acres sit north of Pinnacle Road, with the remaining 3 acres sitting south of Pinnacle Road. Written proposals must include a per-acre lease price (calculated for the full 11-acre site) and complete contact information. Proposals must be received no later than 5:00 p.m. Monday, March 3, 2025.

Interested parties may submit lease proposals to:

City of Moraine, Ohio
Attn: Nick Sorice, City Planner
3800 Main St. Moraine, OH 45439

For more information on the property, or on lease terms and conditions, please contact Nick Sorice, City Planner, at 937-535-1037, or by e-mail at nsorice@moraineoh.org.

TO: City of Moraine / Nick SORICE

REF: Land Lease Bids 2025 (Lyleburn Farm Property 2025)

DATE: February 14, 2025

FROM: Mark ALLISON

This memo is in reference to the land lease bid for 2025. I would like to bid \$110.00 flat fee for the Lyleburn Farm property (north of Pinnacle Rd. across from the landfill) for 2025. This is also to include the pie shaped piece of property directly across the street on the south side of Pinnacle Rd. which is also directly in front of the landfill. This was included on my lease from 2022 -2024.

From what I have understood and through past experience, this has been set up to be a three year lease, in which I would pay \$110.00 fee per year. I am fine with a three year lease.

Thank you for your consideration in this manner.

Sincerely,

A handwritten signature in cursive script that reads "Mark Allison".

Mark ALLISON

937-654-7411

Getter Farms, LLC
Carl R. "Chip" Getter
3820 S. Union Rd.
Moraine, OH 45439

March 3, 2025

City of Moraine, Ohio
4200 Dryden Road
Moraine, OH 45439

RE: 2025 Proposal for Farmland Lease

To Whom It May Concern,

I would like this letter to serve as my formal written proposal for leasing the farmland located on Soldiers Home-West Carrollton Road owned by the City of Moraine.

My offer for the approximately 24 tillable acres is \$190.00 per acre for a total of \$4,560.00 for the 2025 season. I would also like to retain the option for a two year renewal, if possible.

I would like to thank you for this opportunity and please contact me with any questions.

Respectfully,



Chip Getter

RECORD OF ORDINANCES

Ordinance No. 2181-25

Passed March 27, 2025

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT TO PERMIT FARMING OPERATIONS ON TWENTY-FOUR (24) ACRES OF REAL ESTATE OWNED BY THE CITY OF MORaine FOR AN ANNUAL LEASE PAYMENT OF \$4,560.00, REPEALING ALL PRIOR INCONSISTENT LEGISLATION, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Moraine is the owner of thirty-eight (38) acres of real estate, twenty-four (24) acres of which is tillable ground, as more particularly described in the lease agreement appended hereto as Exhibit A and referred to as the Soldiers Home - West Carrollton Road Farm and the Vance Road Farm; and

WHEREAS, said property is not presently being used for any City purpose and upon recommendation of staff, Council has determined that it should continue to be leased and used for agricultural purposes; and

WHEREAS, following solicitation of bids, the City Manager has determined that the proposed lease from Chip Getter with an annual lease payment of \$4,560.00 represents the highest and best offer received by the City for lease of the subject property.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:

That the City Manager is hereby authorized to enter into the Lease Agreement attached hereto as Exhibit A and made a part hereof.
- SECTION 2:

That all prior inconsistent legislation is hereby repealed.
- SECTION 3:

That the Clerk be and is hereby authorized and directed to forward a certified copy of this Ordinance to the City Manager, City Planner, and Finance Director.
- SECTION 4:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public’s health, safety and welfare. The reason for said emergency is to permit immediate implementation for purposes of maintaining, effectively utilizing and preserving public property.

**FARM CASH LEASE
SOLDIERS HOME-WEST CARROLLTON ROAD FARM**

The Lease is made as of this _____ day of March, 2025 between the City of Moraine, Ohio (“Landlord”), whose address is Moraine Government Center, 4200 Dryden Road, Moraine, Ohio 45439, and Chip Getter (the “Tenant”), whose address is 3820 S. Union Road, Moraine, OH 45439.

1. LEASE OF PROPERTY. Landlord leases to Tenant and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following real estate located in the County of Montgomery, State of Ohio (the “Property”): more or less, and further described as follows:

Being thirty-eight (38) acres more or less, twenty-four (24) acres of which is considered tillable ground, contained within City Lot numbers 4230, 4231, 4232, and 4233, and sometimes being referred to as the “Farm at Soldiers Home” or “Soldiers Home – West Carrollton Road Farm”. Said lots are fronted on the east side of Soldiers Home West Carrollton Road approximately 673 feet north of the intersection of Soldiers Home West Carrollton Road and Pinnacle Road.

2. TERM. This Lease is for a term beginning March 11, 2025, and ending on March 10, 2026. Tenant shall have the right to renew the Lease for two (2) additional terms of one (1) year each upon the same terms and conditions contained herein. Tenant shall give Landlord sixty (60) days notice of its intent to renew said Lease. Tenant shall not plant any crops that will be harvested after the termination or expiration of the term of this Lease.

In the event the lease is being terminated, Tenant shall have 10 days to remove Tenant’s property from the Premises.

3. RENT. Tenant agrees to pay the Landlord as annual rent for the Property the following sums:

- Farm at Soldiers Home - \$190 per tillable acre - Total = \$4,560 per year;

Said amount shall be payable within thirty (30) days prior to the end of the first annual Lease Term and each renewal Term thereof. Upon request, Tenant shall execute separate cognovit Promissory Notes for the full balance of the rent due, payable at 6% interest per annum commencing from the date of commencement of the Lease Term or Renewal Term if not paid in full when due.

4. RECORDING. The parties agree that this Lease shall not be recorded.

5. USE AND CARE OF PROPERTY. Tenant will use the Property solely for agricultural purposes as contemplated by this Lease. Tenant agrees to take good care of the Property, to cultivate, fertilize, maintain, and manage the Property and the soil in a careful and prudent manner, to control soil erosion as completely as practicable and to comply with all applicable laws, including, but not limited to, laws pertaining to the protection of the environment. Tenant will keep the weeds cut or controlled by other means to prevent seeding or spreading. Tenant

shall make no alterations or improvements on the Property without Landlord's prior written consent. Tenant will not commit waste on or damage the Property. Tenant will not store or leave automobiles, trucks, or tractors or other farm equipment on the Property except in the normal course of farming. Tenant shall use insecticides or herbicides only when approved by Landlord and only in a manner consistent with other actual or potential uses of the Property and adjacent lands. Landlord shall not have any responsibility for the payment of any costs for lime, seed, fertilizer, spraying, or similar costs relating to the activities being undertaken by Tenant. In addition, Landlord shall not have any responsibility for maintaining any building, or other improvement of the Premises.

Tenant further agrees not to block or otherwise prevent access to the walking/biking trail along the North and East edges of the Property.

6. **INSURANCE AND LIABILITY.** Tenant shall maintain commercial general liability insurance suitable and customary for farming operations (including automobile and farming equipment), for personal injury, death and property damage in an amount satisfactory to Landlord and adequate workers' compensation insurance in compliance with the laws and statutes of Ohio. Landlord shall be an additional insured on such policy as its interest may appear. Tenant will provide Landlord with certificates of all insurance and compliance with the Ohio Workers' Compensation laws. Any personal property kept on the Property by Tenant shall be at Tenant's sole risk.

7. **INDEMNIFICATION.** Tenant shall indemnify, defend and save Landlord harmless against any and all judgments, orders, claims, liabilities (including statutory liability and liability under workers' compensation laws), losses, damages, costs and expenses (including attorneys fees) made against, imposed upon or incurred by Landlord and which arise directly or indirectly out of or in connection with any occurrence on or about the Property, the use and occupancy of the Property by Tenant, his invitees, employees, agents or contractors or the breach of any of Tenant's obligations under this Lease, but excepting any liability arising from the negligence or willful misconduct of Landlord, its agents or employees.

8. **RIGHT OF ENTRY.** Landlord reserves the right to enter upon the Property to inspect the same, to make improvements, and for any and all lawful purposes arising from the ownership of the farm so long as it does not unreasonably interfere with the rights of the Tenant as provided in this Lease.

9. **DEFAULT.** It is agreed that any violation of this Lease by either party shall, after 30 days notice (during which the default may be cured), be just cause for immediately terminating this Lease. Such termination shall be in addition to any other remedies that may be available at law or in equity.

10. **YIELDING POSSESSION AT END OF LEASE.** At the expiration of this Lease, Tenant will yield possession of the Property to Landlord without further notice, and in as good order and condition as when the same was entered by Tenant, loss by fire, unavoidable casualty, and ordinary wear and tear excepted. Tenant waives any custom or law relating to harvesting crops after the expiration or termination of this Lease.

11. ASSIGNMENT AND SUBLEASING. Tenant will not assign this Lease or sublet the Property in whole or in part without Landlord's prior written consent; subject to this limitation, this Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.

12. MISCELLANEOUS. This Lease sets forth the entire agreement of the parties and supersedes any prior understandings. This Lease may be modified only by written agreement of both parties. No waiver of any provision of this Lease shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this Lease shall be severable and the invalidity of one provision shall not affect any others.

SIGNED as of the date first written above.

Landlord

City of Moraine, Ohio

By _____
Michael W. Davis, City Manager

Tenant

Chip Getter

Approved as to form:

Martina Dillon, Law Director
City of Moraine

A Resolution approving and authorizing the City Manager to sign an agreement with the Miami Conservancy District to obtain Land Use Permit No. 16-3177-1.

Department: Community Development

Request: Action Item

Item Background and Purpose:

When this bridge was originally built, a resolution authorizing an agreement with the Miami Conservancy District for the land use permit #16-2840-1 was approved as Resolution 5910-05. This permit expires March 31st, 2025 and will be renewed as permit #16-3177-1. There is an administrative fee of \$150 that will come from the Capital Improvements fund.

It is recommended that a resolution authorizing an agreement with the Miami Conservancy District for permit 13-3177-1 be drafted.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. Exhibit A - 8141-25
2. MCD SR 741 Land Use Permit No. 16-2840-1 2005

RECORD OF RESOLUTIONS		
	Resolution No. 8141-25	Passed March 27, 2025
A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE MIAMI CONSERVANCY DISTRICT TO OBTAIN LAND USE PERMIT NO. 16-3177-1. NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO: <u>SECTION 1:</u> The Council for the City of Moraine, Ohio hereby approves the Land Use Permit No. 16-3177-1, a copy of which is appended hereto as Exhibit A, and further authorizes the City Manager to sign same on behalf of the City of Moraine, Ohio. <u>SECTION 2:</u> That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager, City Engineer, and Finance Director. <u>SECTION 3:</u> That this Resolution shall take effect and be in full force and effect from and after the date of its passage.		

The Miami Conservancy District

LAND USE PERMIT NO. 16-3177-1

THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, hereinafter called "MCD", in consideration of compensation as specified within this Permit, and subject to the terms, conditions and restrictions hereinafter set forth, hereby grants to

**CITY OF MORaine
4200 DRYDEN ROAD
MORaine, OHIO 45439-1495**

hereinafter called the "Grantee" the authority and permission to use that portion of MCD property as further described below for the following specified use and for no other use without express written consent by MCD.

The right to use, maintain and remove the following:

1 – Existing approximately 176' Pedestrian BRIDGE across Holes Creek as shown on the attached photos, Exhibit "A". Said bridge constructed according to MCD Drawing No. 39609-20.

1 – Existing 10' wide Asphalt RECREATION TRAIL across the bridge thence leaving MCD property as shown on the attached photo, Exhibit "A".

The property, **Part MCD Parcel 3777, 3797 & 3798**, is located in the City of Moraine, Montgomery County, Ohio, and more crossing Holes Creek immediately upstream of the State Route 741 (Springboro Pike) Bridge as shown on the attached Exhibit "B".

All real property, easements, land, structures, infrastructure, and facilities that are owned or controlled by MCD or any MCD subdistrict shall hereinafter be called "MCD property."

THIS PERMIT IS GRANTED SUBJECT TO COMPLIANCE WITH THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH BY MCD IN ACCORDANCE WITH SECTION 6101.19 OF THE OHIO REVISED CODE:

1. PROPERTY USE, MAINTENANCE & RESTRICTION: The Grantee AGREES to maintain all property as authorized for use within this Permit. Maintenance shall include regular inspection and repair of the recreation trail, pedestrian bridge and trash and debris removal.

Whenever the employees, agents, or contractors of said Grantee enter upon MCD property, for the purpose of maintaining, modifying, repairing or removing any structures and/or improvements as described within this Permit, the Grantee AGREES all operations will be confined to a reasonable area adjacent to said structures and/or improvements.

The Grantee AGREES all MCD property will be continually used and maintained in a safe and responsible manner that does not affect MCD operations and maintenance.

The Grantee, prior to initiating any maintenance activities, AGREES to contact OUPS to determine if there are any utilities located within the permit area. The Grantee further AGREES to protect all identified utilities from damage that could result from land use as outlined within this Permit.

The Grantee must contact MCD prior to performing any repairs or maintenance on MCD property that would result in any land disturbance.

All activities listed in the attached Exhibit "C" are prohibited unless specifically authorized in this permit.

The Grantee AGREES all use of vehicles on MCD property shall be in compliance with the Ohio Revised Code and other applicable laws.

Driving any type vehicle on levee slopes is prohibited.

The Grantee AGREES no person shall remove or damage any barricade or gate.

2. DAMAGE TO MCD PROPERTY: Any damages, resulting from the land use granted, caused to the levees, dams, roads, gates, wells, gages, monitoring equipment, monuments and/or MCD property shall be repaired or replaced in a manner satisfactory to MCD as more specifically defined in Exhibit "D" of this Permit. Revocation, termination or expiration of the permit does not release the Grantee from its obligation to repair damages. In the event the repair or replacement is not completed in a reasonable amount of time, MCD may, at its option, cause said repairs or replacements to be accomplished and Grantee shall reimburse MCD for any expenses incurred.

3. TERM: The term of this Permit shall be for a period of **ten (10) years, effective April 1, 2015 and terminating on March 31, 2025.**

Upon issuance of this Permit all terms, conditions and restrictions of MCD Land Use Permit No. 16-2840-1, as issued to City of Moraine on April 1, 2005 will terminate.

4. MCD's RIGHT OF REVOCATION

- a. If the property use causes damage or imminent damage to MCD property, or creates a health or safety hazard, MCD will order all use by the Grantee be stopped immediately and notify the Grantee to repair or replace MCD Property and remove the hazard. If the Grantee fails to respond in the time set by MCD, MCD will revoke the rights granted by this Permit. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.
- b. If, at any time, in the opinion of MCD, the said use interferes with the primary objectives of MCD; or should the best interests of MCD so justify; this Permit shall be revoked. MCD will provide seven (7) days written notice of revocation. Such revocation would not release the Grantee from its obligation to restore the land as required by item 6 below.

5. GRANTEE'S RIGHT OF TERMINATION: The Grantee may request termination of this Permit if the use of MCD property described in this Permit is no longer necessary or desired. The Grantee shall notify the MCD Property Administrator within forty-eight (48) hours following cessation of the permitted land use to request termination.

6. RESTORATION: Prior to termination of this Permit, the Grantee AGREES to remove or properly abandon all structures and/or improvements and repair or restore all MCD property as specified in Exhibit "D" of this Permit. Revocation, termination or expiration of the permit does not release the Grantee from its obligation to restore the property. In the event the Grantee does not restore or remove the said structures and/or improvements within a timely manner, MCD may, at its option, cause said work to be accomplished and MCD is to be reimbursed for any expenses incurred.

7. FINAL INSPECTION: Within forty-eight (48) hours following cessation of the permitted use and all restoration, the Grantee AGREES to notify the MCD Property Administrator for final inspection.

8. OPTION OF RENEWAL: This Permit may be renewed, subject to MCD approval, provided all terms, conditions, and restrictions of the Permit have been maintained to the reasonable satisfaction of MCD. **All renewals will be subject to those terms, conditions, and Permit fees in effect at time of renewal.**

9. INSURANCE: MCD is to be insured in an amount not less than **One Million (\$1,000,000) Dollars**, from any liability resulting from injuries to persons or property and all direct cost and expenses associated therewith. Prior to issuance of this Permit the Grantee AGREES to provide to MCD verification of liability coverage naming "The Miami Conservancy District" as an additional insured for an amount of not less than **One Million (\$1,000,000) Dollars**. The Grantee must provide MCD a copy of a certificate of liability verifying that MCD has been named as an additional insured. Insurance coverage must be in force throughout the term of the permit. If insurance coverage is cancelled the permit will terminate.

10. SOIL & WATER CONTAMINATION: The Grantee AGREES to assume all liability and responsibility for clean-up and restoration required due to soil and water contamination resulting from the land use granted within this Permit.

11. RELEASE OF LIABILITY: The Grantee herein releases MCD, to the extent permitted by law, from any and all liability resulting from injuries to persons or property and all direct cost and expenses associated therewith, resulting from or caused by floodwater, maintenance or construction operations and/or any other activities of MCD, its agents, employees or contractors provided such damages were not caused by the negligent act or omission of MCD, its agents, employees or contractors.

12. RIGHT OF ACCESS: MCD, shall at all times, have the right to enter upon any MCD property for the purpose of using, monitoring, maintaining, altering or repairing any works, or improvements owned or controlled by MCD. MCD retains the right to photograph, for private and/or public use, any use, work or event, which takes place on MCD property.

MCD shall have the right of inspection to determine compliance with this Permit. Upon notification of any violation, the Grantee AGREES to promptly take corrective action as directed by MCD. Should corrective action not be taken within the time specified, MCD may revoke this Permit, subject to the terms and conditions as stated within this Permit.

13. TRANSFER OF LAND USE RIGHTS: Land use granted by this Permit is NOT assignable or transferable.

14. PRE-EXISTING LAND USE RIGHTS: All rights granted within this Permit will be limited by, and subject to, any rights and claims of record that exist prior to the effective date of this Permit, regarding all property described within this Permit. Said claims of record include, but are not limited to, any existing easements, right-of-ways, and/or permits.

15. ADDITIONAL RIGHTS: MCD does not claim full warranty deed ownership to all MCD property. The Grantee must accept full responsibility for acquiring any additional rights to property not owned by MCD, when use of such property is necessary for the purposes of this Permit. Furthermore, MCD, in granting land use authorization, is to be released from any additional expense and/or all liability related to any unauthorized use of property.

16. PUBLIC DISCLOSURE: All MCD records, including deeds, leases, permits and all related correspondence, will be considered public records and shall be available for public use and disclosure.

17. COMPLIANCE WITH LAWS: The Grantee AGREES that MCD property is not to be used or occupied for any unlawful purpose. Additionally, all use of MCD property will comply with all laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and of all governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting said premises and the use and occupation thereof.

18. ADDITIONAL IMPROVEMENTS: The Grantee AGREES no additional temporary or permanent structures and/or improvements will be constructed by the Grantee on MCD property without prior written MCD approval.

19. PERMIT FEE: The Permit fee is **One Hundred Fifty (\$150.00) Dollars.**

EXHIBIT C - PROHIBITED USE

The following activities are prohibited on MCD property:

- a. Violating any federal, state, county, municipal, or other applicable law, ordinance, rule, regulation or requirement.
- b. Soliciting.
- c. Abandoning any animal.
- d. Lighting fires or burning any materials.
- e. Sledding, skiing, or ice skating.
- f. Camping.
- g. Operating any vehicle on dam or levee slopes.
- h. Moving, by-passing, or damaging any gate, barricade or barrier so placed to temporarily or permanently close a road or area to traffic.
- i. Hunting and trapping.
- j. Depositing burning material or hot ashes on grass, plants or in refuse receptacles.
- k. Dumping, depositing or discarding, intentionally or unintentionally, any trash, garbage, building debris, rubble, metal, concrete, asphalt, organic waste, or other noxious materials.
- l. Damaging, destroying, or disturbing any MCD land as described below:
 1. Removing any property, structures, facilities, or amenities, or any part thereof.
 2. Writing upon, painting, cutting, mutilating, defacing, or damaging in any manner any building, flood control structure, equipment, or other property, or part thereof.
 3. Climbing or rappelling any flood control structure, rock escarpment or other natural features.
 4. Willfully destroying, injuring or removing any bench marks, witness marks, stakes, or other reference marks (ORC 6101.81).
 5. Disturbing, defacing, removing, or injuring trees or other vegetation.

LAND USE PERMIT NO. 16-3177-1

EXHIBIT "D"

RESTORATION REQUIREMENTS

All MCD owned or controlled property disturbed by land use and/or construction will be restored to the reasonable satisfaction of MCD **within thirty (30) days** of project completion as follows.

Restoration of Property:

1. Fill material shall be free of loam, roots, organic matter, boulders and other unsuitable material. MCD reserves the right to reject any fill material. Fill may not be placed on wet or frozen subgrade.

Material shall be placed in six (6) inch lifts and compacted using suitable compaction equipment. Compaction of the material shall be 95% Standard Proctor as determined by a certified testing company. Testing will be performed every four (4) feet of height. Copies of all compaction and laboratory test reports shall be provided to MCD.

2. **Within seven (7) days of construction**, all property disturbed by construction will be seeded as pre-approved and/or directed by the MCD Caretaker. Should other methods of restoration prove inadequate, the Grantee AGREES to sod any or all property disturbed by construction as directed by MCD. The Grantee AGREES to properly monitor and maintain the restoration process of all property disturbed by construction until sufficient turf has been established.
3. MCD inspection and approval must be acquired prior to obtaining all other necessary approvals.

Roads, Driveways and Sidewalks:

1. All asphalt, concrete or brick pavement must be removed unless otherwise directed by MCD. The area is to be backfilled with clean fill material, graded and restored as directed by MCD.
2. Gravel Trails and/or Roadways will be disked and graded unless otherwise directed by MCD.

Poles, Towers, Fences, Signs, Buildings, Bridges and other Above-Ground Structures:

1. All Structures or installations are to be removed, including bases, foundations and anchors.
2. Should they be permitted to remain, all pilings and footers should be cut off a minimum depth of three (3) feet below finished grade or bottom of channel.

*NOTE: Prior to issuance of this Permit, as a portion of the proposed recreational trail including the bridge is to be constructed on property within the jurisdiction of the US Army Corps of Engineers, their approval will be required as indicated below.

I, AS AUTHORIZED REPRESENTATIVE FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE DISTRICT OWNED OR CONTROLLED PROPERTY FOR SUCH USAGE AS DEFINED WITHIN THIS PERMIT:

US ARMY CORPS OF ENGINEERS

Date: _____

By: _____

Print Name: _____

Title: _____

I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, IN EXCHANGE FOR SUCH USE AS DEFINED WITHIN THIS PERMIT, DO HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

CITY OF MORAINE

Date: 4/8/15

By: 

Print Name: DAVID HICKS

Title: Moraine City Manager

* * * * *

AS AUTHORIZED REPRESENTATIVE FOR MCD I DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE MCD PROPERTY FOR SUCH USE AS DEFINED WITHIN THIS PERMIT:

THE MIAMI CONSERVANCY DISTRICT

Date: 5/20/2015

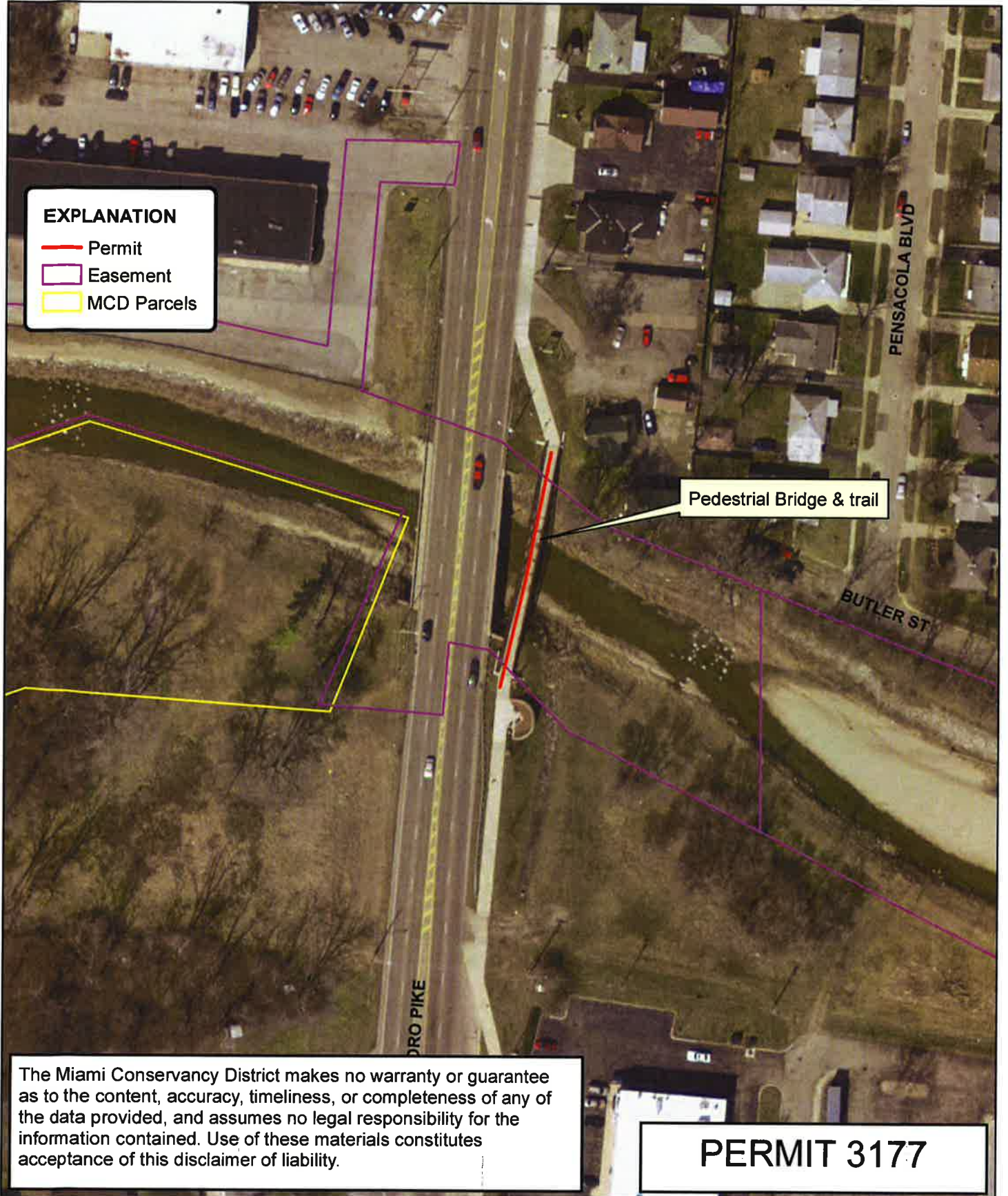
By: 
Kurt A. Rinehart, Chief Engineer

Any questions concerning this Permit or the use of MCD property shall be directed to the **MCD PROPERTY ADMINISTRATOR** Roxanne Farrier at (937) 223-1278, ext. 3230.

MCD CARETAKER: Nathan Homan at (937) 866-4801 (office) or (513) 649-9911 (cell)

GRANTEE'S CONTACT PERSON: Charles D. Haught (937 / 535-1030)







**MIAMI
CONSERVANCY
DISTRICT**

BOARD OF DIRECTORS
William E. Lukens
Gayle B. Price, Jr.
Thomas B. Rentschler

GENERAL MANAGER
Janet M. Bly

October 11, 2005

Mr. Charles Haught
City of Moraine
4200 Dryden Road
Moraine, Ohio 45439-1495

Re: MCD Land Use Permit No. 16-2840-1

Dear Mr. Haught:

Enclosed are two (2) copies of the above referenced permit.

The proposed permit grants the right, subject to the terms and conditions therein, to use land owned or controlled by the District as more fully explained within the permit.

Should the terms and conditions of the permit be acceptable as written, please sign both copies of the permit and return them along with the required Administrative fee of **One Hundred Thirty (\$130.00) Dollars** to the District.

Upon receipt, the signed copies of the permit will be submitted to the Chief Engineer for final approval. When approved, one (1) approved copy will be returned to you for your records.

Your cooperation is appreciated and should you have any further questions or need additional information, please contact me at 223-1278, Ext. 3219.

Very Truly Yours,

Richard L. Doran
Property Administrator

RLD:rhf

Enclosure

File: Permit 2840



BOARD OF DIRECTORS
William E. Lukens
Gayle B. Price, Jr.
Thomas B. Rentschler

GENERAL MANAGER
Janet M. Bly

November 30, 2005



Mr. Charles Haught
City of Moraine
4200 Dryden Road
Moraine, Ohio 45439-1495

Re: MCD Land Use Permit No.16-2840-1

Dear Mr. Haught:

Enclosed is your signed copy of the above referenced permit.

The permit covers the right to use land owned or controlled by the District, as more fully explained in the permit.

Please note, the permit is being issued without the approval of the Army Corp of Engineers. Although the Corp is aware of the project, and the plans have been reviewed, they have not provided written approval.

Thank you for your cooperation in this matter and should you have any questions please contact me at 223-1278, Ext. 3219.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Richard L. Doran".

Richard L. Doran
Property Administrator

RLD:rhf

Enclosure

File: Permit 2840

The Miami Conservancy District

LAND USE PERMIT NO. 16-2840-1

THE MIAMI CONSERVANCY DISTRICT, a body corporate and political subdivision of the State of Ohio, hereinafter called the "District", in consideration of compensation as specified within Exhibit "A" of this Permit, and subject to the terms, conditions and restrictions hereinafter set forth, hereby grants to

**CITY OF MORaine
4200 DRYDEN ROAD
MORaine, OH 45439-1495**

hereinafter called the "Grantee" the authority and permission, for **NON-COMMERCIAL PURPOSES**, to use that portion of District owned or controlled property as further described on Exhibit "A" attached hereto and made a part of this Permit for the following specified use and for no other use without express written consent by the District.

The right to construct, use, maintain and remove **one (1) - 10' wide Asphalt RECREATIONAL TRAIL including one (1) - 176' Pedestrian BRIDGE** as shown on the attached drawing (See MCD Drawing No. 39609-20).

The right to relocate **one (1) - 8 inch Existing WATER MAIN** as shown on the attached drawing (Also see MCD Drawing No. 39612). Said water main is owned by Montgomery County and once the water main has been satisfactorily relocated the County will assume all responsibility for the continued use, maintenance and removal of the water main.

THIS PERMIT IS GRANTED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS AND RESTRICTIONS AND THE TERMS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF THIS PERMIT:

1. **FINAL PLAN APPROVAL:** Prior to placement or construction of any structure and/or improvements on land owned or controlled by the District, the Grantee **AGREES** to submit detailed plans and specifications, as required by the District, for final approval. The Grantee further **AGREES** that placement or construction of any structure and/or improvements on land owned or controlled by the District, will be completed in accordance with those plans and specifications as submitted by the Grantee and approved by the District. Should modifications be required, written District approval will be acquired prior to making any changes. Upon project completion, should the District determine it necessary, the Grantee **AGREES** to provide a set of as-built drawings for any structure and/or improvements constructed on land owned or controlled by the District.

2. **CONSTRUCTION NOTIFICATION:** The Grantee **AGREES** to notify the District for final approval **at least twenty-four (24) hours prior** to beginning any construction on land owned or controlled by the District which involves, or may have an effect on, any District flood control levee and/or improvement.

3. **PROPERTY ACCESS**: Whenever the employees, agents, or contractors of said Grantee enter upon land owned or controlled by the District, for the purpose of constructing, maintaining, modifying, repairing or removing any structures and/or improvements as described within this Permit, the Grantee AGREES all operations will be confined to a reasonable area adjacent to said structures and/or improvements.
4. **EMERGENCY RESTORATION**: Any damages, cuts or excavations to levees, improvements, facilities and/or land owned or controlled by the District shall be repaired or replaced in a manner satisfactory to, and in accordance with, those specifications as prescribed by the District. The Grantee AGREES to restore, repair or replace any property damaged **within ten (10) days** of written notification unless authorized otherwise by the District. In the event the Grantee fails to repair or replace as aforesaid within the time stipulated by the District, the District may, at its option, cause said repairs or replacements to be accomplished and the Grantee AGREES to reimburse the District for any expenses incurred thereby.
5. **LEEVE CLOSURE**: Levee excavation will require open cutting, jacking and boring are not permitted. At no time, during the construction, maintenance, modification, and/or removal of any item covered within this Permit, will the Grantee allow any portion of the District's levee to remain open for more than **five (5) consecutive days** unless prior written authorization has been granted by the District. Furthermore, closure must be completed prior to the weekend.
6. **RIGHTS OF INSPECTION**: During the placement or construction of any structure and/or improvement, the District shall have the right of inspection to determine compliance with said plans and specifications; and, in the event the Grantee is notified of any failure to comply, the Grantee AGREES to promptly take the corrective action indicated. In the event the Grantee fails to take the corrective action indicated within the time specified by the District, the District may forthwith revoke this Permit, the provisions of Article No. 10 hereof notwithstanding.
7. **RECREATION TRAIL ACCESS/USAGE**: No vehicles will be permitted to drive on, or **within five (5) feet** of, any existing recreation trail except for those designated areas where use and/or access has been pre-approved by the District. Should the construction, modification and/or maintenance of any item covered within this Permit require the temporary use of, and/or vehicular access to an existing recreation trail; and should temporary closure of any portion of an existing recreation trail be required, the Grantee, prior to access and/or closure, AGREES to acquire a Temporary Land Use Permit from the District.
8. **FINAL INSPECTION**: **Within forty-eight (48) hours of completion** concerning the placement or construction of any structure and/or improvement the Grantee AGREES to notify the District's Caretaker for final inspection.
9. **TRANSFER OF LAND USE RIGHTS**: Unless specified otherwise within this Permit, **this Permit is NOT assignable or transferable**. Prior to the sale or transfer of ownership concerning any property on which any structure and/or improvement listed within this Permit has been constructed, the Grantee AGREES to require the proposed purchaser to acquire a new Permit from the District. Should the purchaser choose not to acquire the required Permit, the Grantee AGREES, sometime prior to transfer of ownership, to remove all structures and/or improvements restoring all District property disturbed by use and/or construction as specified within this Permit.

** The Grantee further AGREES to obtain written District approval prior to granting authorization and/or allowing any other entity, public or private, to use any portion of District owned or controlled property including the use of any structure identified within this Permit.

10. RIGHTS OF REVOCATION: Should, at any time, in the opinion of the District, the said structures and/or improvements interfere with the primary objectives of the District; or should the best interests of the District so justify; or should said structures and/or improvements interfere with or damage the works, improvements and/or land owned or controlled by the District; or should the use or purpose for which this Permit is issued become obsolete or abandoned; this Permit shall be revoked and canceled: PROVIDED, HOWEVER that **Sixty (60) days notice**, in writing, will be provided to the Grantee at its last known address shown on the records of the District before such termination becomes effective.

11. RESTORATION REQUIREMENTS: In the event of revocation, as above provided or voluntary termination of this Permit, it is AGREED that all structures and/or improvements will be removed or properly abandoned as specified in Exhibit "A" of this Permit without cost or expense to the District and all District owned or controlled land used in accordance with this Permit will be restored by the Grantee in such manner as more specifically defined in Exhibit "A" of this Permit. In the event the Grantee fails to remove or relocate said structures and/or improvements or restore the grounds or properties of the District within the time stipulated by the District, the District may cause said work to be done and the Grantee AGREES to reimburse the District for any expenses incurred thereby.

12. FLOOD CONTROL ACCESS: The District, shall at all times, have the right to enter upon any land owned or controlled by the District for the purpose of using, monitoring, maintaining, altering or repairing any works, or improvements owned or controlled by the District.

13. REGULATORY COMPLIANCE: The Grantee AGREES that land owned or controlled by the District will not be used or occupied for any unlawful purpose and further that the Grantee will conform to and obey all present and future laws, ordinances, rules, regulations, requirements, and orders of the United States of America, the State of Ohio, and of all governmental authorities or agencies, including, without limitation, all bureaus, boards or officials thereof respecting said premises and the use and occupation thereof.

14. ADDITIONAL IMPROVEMENTS: The Grantee AGREES no additional temporary or permanent structures and/or improvements will be constructed on land owned or controlled by the District without prior written District approval.

15. HEALTH & SAFETY HAZARD CLAUSE: Should, at any time during the term of this Permit, the District determine the land usage or condition of any structure constructed in accordance with this Permit to be creating a health or safety hazard, the Grantee AGREES, **within sixty (60) days of written notification**, to modify or terminate all hazardous land usage and repair, reconstruct, properly abandon or remove any structure identified as hazardous.

16. SOIL & WATER CONTAMINATION CLAUSE: In acceptance of this Permit, the Grantee AGREES to assume all liability and responsibility for any clean-up and restoration which may be required concerning any soil and water contamination which may result from any land use granted within this Permit including the construction, use, modification, maintenance and removal of all structures and/or improvements.

17. **INDEMNIFICATION CLAUSE**: The Grantee AGREES to indemnify and hold the District harmless, to the extent Permitted by law, from and against any and all claims, demands, and damages for injuries to persons or property and all direct cost and expenses associated therewith, arising on such property as herein described or in connection with Grantee's usage as defined within this Permit, to the extent caused by the negligent act or omission of the Grantee, its agents, employees or contractors and not arising from the negligent act or omission of the District, its agents, employees or contractors.
18. **RELEASE OF LIABILITY CLAUSE**: The Grantee herein releases the District, to the extent permitted by law, from any and all liability resulting from injuries to persons or property and all direct cost and expenses associated therewith, resulting from or caused by flood water, maintenance or construction operations and/or any other activities of the District, its agents, employees or contractors provided such damages were not caused by the negligent act or omission of the District, its agents, employees or contractors.
19. **OPTION OF RENEWAL**: This Permit is renewable, subject to District approval, provided all terms, conditions, and restrictions of the Permit have been maintained to the reasonable satisfaction of the District.
20. **FAILURE TO IMPLEMENT LAND USE**: Should the Grantee fail to implement the requested land usage **within one (1) year of the effective date of this Permit**, the Permit will terminate. Furthermore, the District will retain all permit fees unless the Grantee, prior to termination, has submitted written notification concerning cancellation of the Permit.
21. **PRE-EXISTING LAND USE RIGHTS**: All rights granted within this Permit will be limited by, and subject to, those rights and claims of record as pre-established prior to the effective date of this Permit, regarding all property described within this Permit. Said claims of record including, but not limited to, any existing easements, right-of-ways, and/or permits.
22. **ENCROACHMENT RELEASE**: As the District does NOT claim full warranty deed ownership to all property currently used for Flood Control purposes, the Grantee does hereby AGREE to accept full responsibility for acquiring any additional rights, which may be required concerning the use of any property specified within Exhibit "A" of this Permit and does hereby release the District from any additional expense and all liability related to the unauthorized use of said property.
23. **PUBLIC DISCLOSURE**: The Grantee, in acceptance of this Permit, does hereby acknowledge that all District records, including this Permit and all related correspondence, are available for public use and disclosure.
24. **TERMINATION NOTIFICATION**: The Grantee, in acceptance of this Permit, does hereby AGREE to submit written notification at least **sixty (60) days** prior to the discontinued use of any District property as approved within this Permit
25. **VEHICULAR ACCESS**: The Grantee AGREES all use of vehicles shall be in compliance with those regulations as specified within the Ohio Revised Code concerning said use. All authorized use of vehicles will be limited to those paths and roads designated for such use unless otherwise authorized in writing by the District. Driving any type vehicle on levee slopes is prohibited without prior written approval from the District.

- The Grantee AGREES no person shall cause to be moved, by-pass or damage any barricade or barrier so placed to temporarily or permanently close a road to traffic.
- The Grantee AGREES no person shall park any vehicle except in places designated for this purpose without prior written approval from the District.
- The Grantee AGREES no person shall leave a vehicle on property owned or controlled by the District beyond the time period designated for the specific area or said time as authorized by the District.
- The Grantee AGREES off-road vehicular access will be limited to those purposes as specified within this Permit. All off-road access, unless otherwise approved in writing by the District, will be limited to a width of **twenty (20) feet** and will be restricted to that which is required for the construction, operation, modification, maintenance and/or removal of any structure and/or improvement located on property owned or controlled by the District.

*NOTE: Prior to issuance of this Permit, as a portion of the proposed recreational trail including the bridge is to be constructed on property within the jurisdiction of the US Army Corps of Engineers, their approval will be required as indicated below.

I, AS AUTHORIZED REPRESENTATIVE FOR THE UNITED STATES ARMY CORPS OF ENGINEERS, DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE DISTRICT OWNED OR CONTROLLED PROPERTY FOR SUCH USAGE AS DEFINED WITHIN THIS PERMIT:

US ARMY CORPS OF ENGINEERS

Date: _____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROJECT LOCATION

The property, **Part MCD Parcel Number 3777, 3797 & 3798**, is located within the City of Moraine, Montgomery County, Ohio, and more specifically crossing Holes Creek immediately upstream of the State Route 741 bridge as shown on the attached drawing.

ADDITIONAL TERMS, CONDITIONS AND RESTRICTIONS

Property Maintenance:

1. The Grantee **AGREES** to maintain all property as authorized for use within this Permit including all property within **three (3) feet** of any structure and along both sides of all fencing.

Permit Fee:

1. As the Grantee is a public entity and the proposed use is for public recreation NO Land Use Fee will be required. An Administrative fee of One Hundred Thirty (\$130.00) Dollars, will be required.

Term of Permit:

1. The term of this Permit shall be for a period of **ten (10) years, effective April 1, 2005 and terminating on March 31, 2015.**

RESTORATION REQUIREMENTS

All District owned or controlled property disturbed by land use and/or construction will be restored to the reasonable satisfaction of the District **within thirty (30) days** of project completion as follows.

Restoration of Dam and Levee Slopes:

1. Compaction of material will be 95% proctor as determined by a certified testing company. Testing will be performed every four (4) feet of fill height.
2. **Within seven (7) days of construction**, all dam and levee slopes disturbed by construction will be seeded as pre-approved and/or directed by the District's Caretaker. Should other methods of restoration prove inadequate, the Grantee **AGREES** to sod any or all dam and levee slopes disturbed by construction as directed by the District. The Grantee **AGREES** to properly monitor and maintain the restoration process of all dams and levee slopes disturbed by construction until sufficient turf has been established.

3. District inspection and approval must be acquired prior to obtaining all other necessary approvals.

General Restoration:

1. All property disturbed by construction is to be seeded **within ten (10) days** of project completion. The method of seeding and seed mixture must be pre-approved by the District's Caretaker. The Grantee AGREES to properly monitor and maintain the restoration process of all areas disturbed by construction until sufficient turf has been established.

UPON TERMINATION of this Permit the Grantee AGREES, **within six (6) months**, to remove all structures and/or improvements, including all appurtenances, constructed on District property as indicated below and/or directed by the District. Furthermore, all property used will be restored in accordance with the restoration requirements of this Permit. All plans for abandonment must be pre-approved by the District.

Roads, Driveways and Sidewalks:

1. All asphalt, concrete or brick pavement must be removed unless directed otherwise by the District. The area is to be backfilled with clean fill material, graded and restored as directed by the District.
2. Gravel paths or roadways will be disked and graded unless otherwise directed by the District.

Poles, Towers, Fences, Signs, Buildings, Bridges and other Above-Ground Structures:

1. All Structures or installations are to be removed, including bases, foundations and anchors.
2. Should they be permitted to remain, all pilings and footers should be cut off a minimum depth of three (3) feet below finished grade or bottom of channel

I, THE GRANTEE OR AUTHORIZED REPRESENTATIVE FOR SAID GRANTEE, IN EXCHANGE FOR SUCH USAGE AS DEFINED WITHIN THIS PERMIT, DO HEREBY ACKNOWLEDGE ACCEPTANCE OF ALL TERMS AND CONDITIONS AS STATED WITHIN THIS PERMIT:

CITY OF MORaine

Date: 11/11/05

By: 

Print Name: David D. Hicks

Title: City Manager

* * * * *

AS AUTHORIZED REPRESENTATIVE FOR THE DISTRICT I DO HEREBY GRANT APPROVAL, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PERMIT, TO USE DISTRICT OWNED OR CONTROLLED PROPERTY FOR SUCH USAGE AS DEFINED WITHIN THIS PERMIT:

THE MIAMI CONSERVANCY DISTRICT

Date: 11/29/05

By: 
Douglas N. Johnson, Chief Engineer

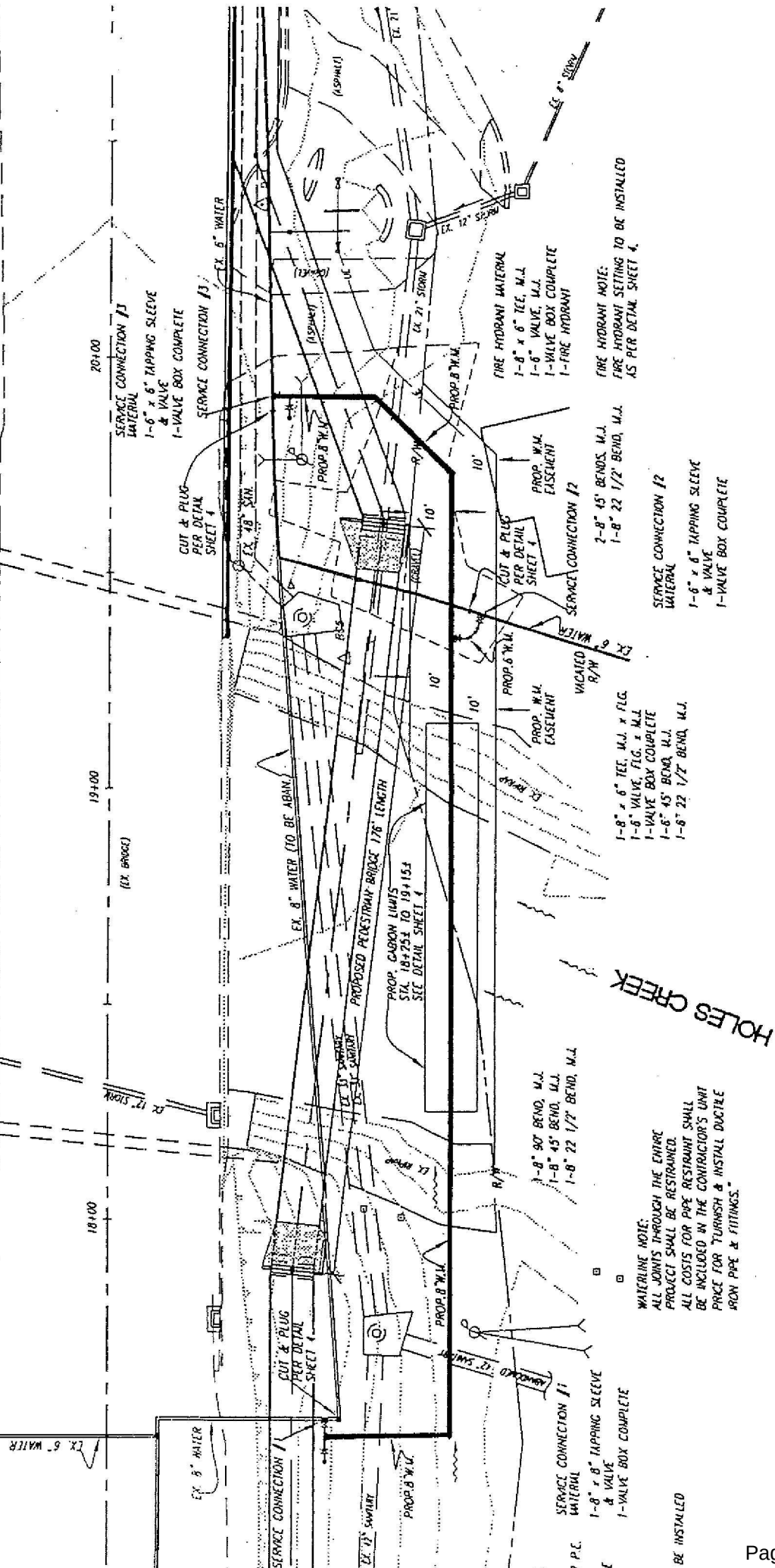
DISTRICT'S CARETAKER: Terry Martin (937 / 414-7029)

GRANTEE'S CONTACT PERSON: Charles Haught (937 / 535-1031)

Should there be any questions concerning this Permit or the use of District property please contact the District's Property Department at (937) 223-1278, ext. 3219.

FORM-Permit, Land Use.doc (F-51-7, 2/9/05)

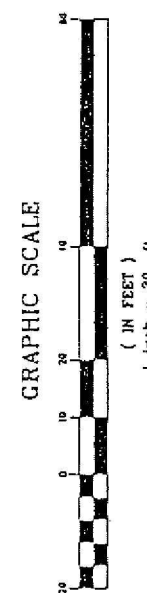
STATE ROUTE 741 (SPRINGBORO RD.)



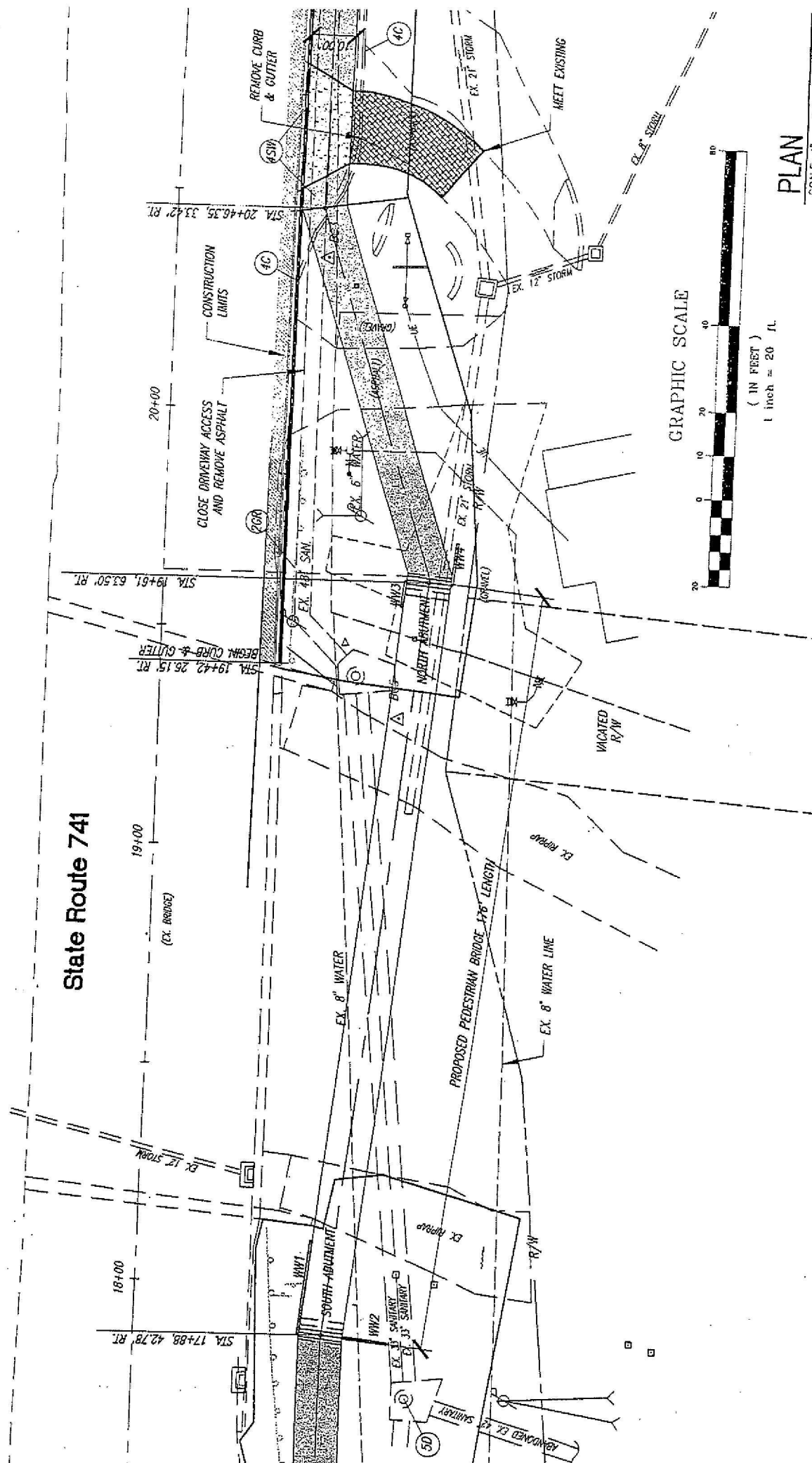
WATERLINE NOTE:
ALL JOINTS THROUGH THE ENTIRE
PROJECT SHALL BE RESTRAINED.
ALL COSTS FOR PIPE RESTRAINT SHALL
BE INCLUDED IN THE CONTRACTOR'S UNIT
PRICE FOR TURNING & INSTALL DUCTILE
IRON PIPE & FITTINGS.

FIRE HYDRANT NOTE:
FIRE HYDRANT SETTING TO BE INSTALLED
AS PER DETAIL SHEET 4.

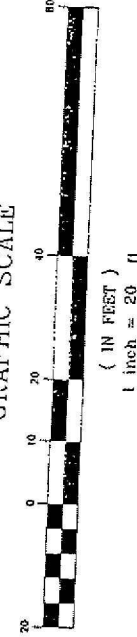
NOTE:
THE CONTRACTOR WILL BE RESPONSIBLE TO DETERMINE THE LOCATION, DEPTH
AND O.D. OF THE EXISTING WATER MAIN BEFORE ORDERING THE MATERIAL FOR
MAKING THE THREE CONNECTIONS TO THE EXISTING WATER MAINS.
ALL COST FOR THIS WORK SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT
BID PRICE FOR TURNING AND LAYING DUCTILE IRON PIPE AND FITTINGS.



State Route 741



GRAPHIC SCALE



PLAN

SCALE: 1" = 20'

LEGEND

- ITEM 608 CURB RAMP
- ITEM 452 NON REINFORCED CONCRETE PAVEMENT



MIAMI
CONSERVANCY
DISTRICT

38 E Monument Ave
Dayton, OH 45402-1265

Invoice

Customer Number: 131
Invoice Date: 10/11/2005
Salesperson: 1
Sales Tax: NO SALES TAX

Invoice Number: 298
Customer P.O.:
Order Date: 10/11/2005
Ship Via: NONE

Bill To:

CITY OF MORaine
4200 DRYDEN RD
MORaine, OH 45439

Ship To:

CITY OF MORaine
4200 DRYDEN RD
MORaine, OH 45439

Invoice Due Date: 10/12/2005
Terms: DUE UPON RECEIPT
Instructions: ADMINISTRATIVE FEE FOR MCD LAND USE PERMIT NO 16-2840-1

Description	Unit	Quantity	Unit Cost	Amount
FEES & CHARGES	ITEM	1.000	130.00	130.00

paid

CITY OF MORaine, OHIO
ENGINEERING DEPT.

☒ APPROVED
☐ APPROVED AS NOTED
☐ REVISE AND RESUBMIT
☐ NOT APPROVED

10/17/05 *C. H. [Signature]*
DATE SIGNATURE

Sub-Total: 130.00
Freight: 0.00
Taxes: 0.00

Pay This Amount

Invoice Total: 130.00

Distribution Copy: CUSTOMER

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 33045

Resolution No. 5910-05

Passed November 10, 2005

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MIAMI CONSERVANCY DISTRICT TO OBTAIN A LAND USE PERMIT FOR CONSTRUCTION OF CAPITAL IMPROVEMENTS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: That the City Manager is authorized to execute the attached Miami Conservancy District Land Use Permit No. 16-2840-1 together with the incorporated Terms, Conditions and Restrictions, required as part of the construction of a pedestrian bridge and relocation of a water main, payment of the \$130.00 administrative fee to be made from the Capital Improvements Fund.

SECTION 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, City Engineer and Finance Director.

SECTION 3: That this Resolution shall take effect and be in force from and after the date of its passage.

APPROVED:

MAYOR

ATTEST:

DEPUTY CLERK OF COUNCIL

APPROVED AS TO FORM:

LAW DIRECTOR

CERTIFICATE OF THE CLERK

I, Dee Bowling, Deputy Clerk of the City of Moraine, Ohio, do hereby certify that the foregoing Resolution is a true and correct copy of Resolution No. 5910-05 passed by the Moraine City Council on the 10th day of November, 2005.

IN TESTIMONY WHEREOF, witness my hand and official seal this 10th day of November, 2005.

Dee Bowling, Deputy Clerk



A Resolution approving the Solid Waste Management Plan of the Montgomery County Solid Waste Management District.

Department: Clerk of Council

Request: Action Item

Item Background and Purpose:

The Montgomery County Solid Waste Management District (“District”) has completed the required statutory steps (ORC 3734.53 – 99 & 343) of preparing an update to the District’s Solid Waste Management District Plan (“District Plan”), which includes a public hearing, adoption of the plan and sending out to all jurisdictions within the District for ratification. The plan is updated every five years.

Seventy percent of the jurisdiction is needed to ratify the updated plan, and the District has 90 days to meet with the jurisdiction and ratify the District Plan.

A representative from the District will provide a presentation and answer any questions at the March 27, 2025, Regular Council meeting. The presentation will be followed by a vote on legislation approving the District Plan.

The Executive Summary is attached for Council's review.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. MCSWMD - Executive Summary

RECORD OF RESOLUTIONS

Resolution No. 8142-25

Passed March 27, 2025

A RESOLUTION APPROVING THE SOLID WASTE MANAGEMENT PLAN OF THE MONTGOMERY COUNTY SOLID WASTE MANAGEMENT DISTRICT.

WHEREAS, the City of Moraine, Ohio is a member of the Montgomery County Solid Waste Management District (“District”); and

WHEREAS, the District completed the draft amended Solid Waste Management Plan (“Plan”) and submitted it to the Ohio Environmental Protection Agency (“OEPA”) for review and comment on February 19, 2024, and the OEPA provided comments in a non-binding advisory opinion on June 3, 2024; and

WHEREAS, this Solid Waste Management District Policy Committee (“SWMDPC”) has reviewed the nonbinding advisory opinion received from the Ohio Environmental Protection Agency and taken into consideration these comments, incorporating some changes into the amended Plan where necessary; and

WHEREAS, the Solid Waste Management District (“District”) conducted a 30-day public comment period from December 9 – January 9, 2025, and held a public hearing on January 21, 2025, to provide the public an opportunity to have input in this Plan; and

WHEREAS, the District staff made recommendations to the SWMDPC to incorporate changes from the OEPA and changes read into the record at the Public Hearing and read into the record at the SWMDPC meeting held on February 5, 2025; and

WHEREAS, the Montgomery County Solid Waste Management District, by its Solid Waste Management Policy Committee, has adopted a Solid Waste Management Plan for the District incorporating the staff changes and the new Solid Waste Management generation fee increases from \$3.00 per ton to \$3.65 beginning on January 1, 2026 and increasing 6% each year thereafter or until the next Plan Update in five (5) years; and

WHEREAS, pursuant to Ohio Revised Code Section 3734.55(B), the Board of County Commissioners and the legislative authority of each municipal corporation or township under the jurisdiction of the District, must approve or disapprove the Plan by ordinance or resolution; and

WHEREAS, the City of Moraine, Ohio, Montgomery County, Ohio has reviewed the Plan and considered it at a duly called meeting; and

WHEREAS, the Plan furthers the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

- SECTION 1:**

That the Solid Waste Management Plan of the Montgomery County Solid Waste Management District, adopted by the Solid Waste Management Policy Committee on February 5, 2025, is hereby approved.
- SECTION 2:**

That a copy of this Resolution of Approval shall promptly be delivered, or caused to be delivered, to the Solid Waste Management Policy Committee of the Montgomery County Solid Waste Management District and to the Moraine City Manager.



MONTGOMERY
C O U N T Y
ENVIRONMENTAL SERVICES

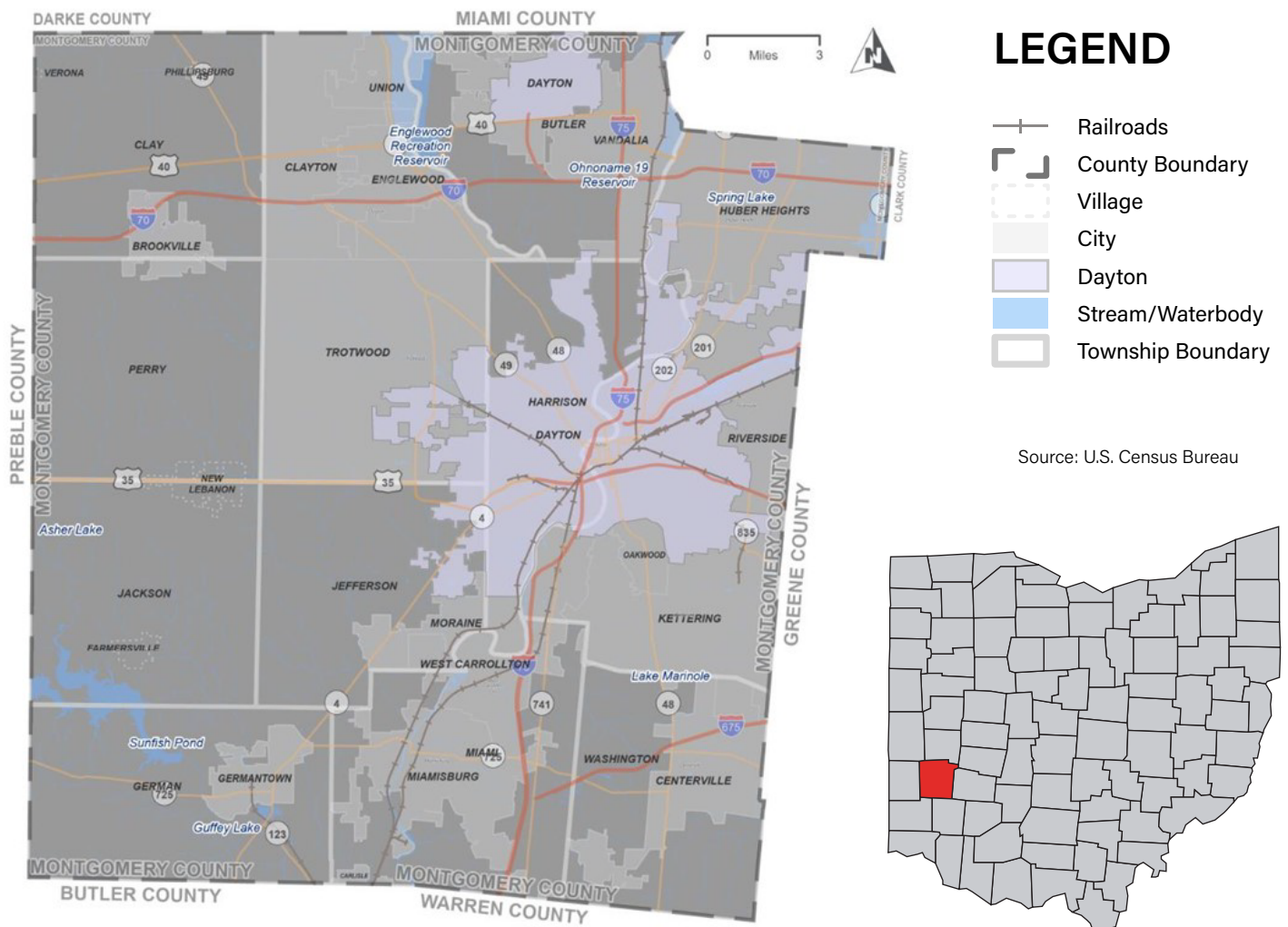
2024

Solid Waste Management Plan Update

Executive Summary

Introduction

The Montgomery County Solid Waste Management District (SWMD) is charged with responsibly handling all solid waste disposal within Montgomery County. The SWMD is governed by two bodies: a board of directors and a policy committee and was formed as a single-county district in 1988. The SWMD is dedicated to promoting recycling, waste reduction, and responsible disposal of all waste from households, retail establishments, industry, and schools. Promoting the diversion of solid waste from landfills is a major emphasis of the SWMD, and the District offers numerous recycling programs to assist this effort.



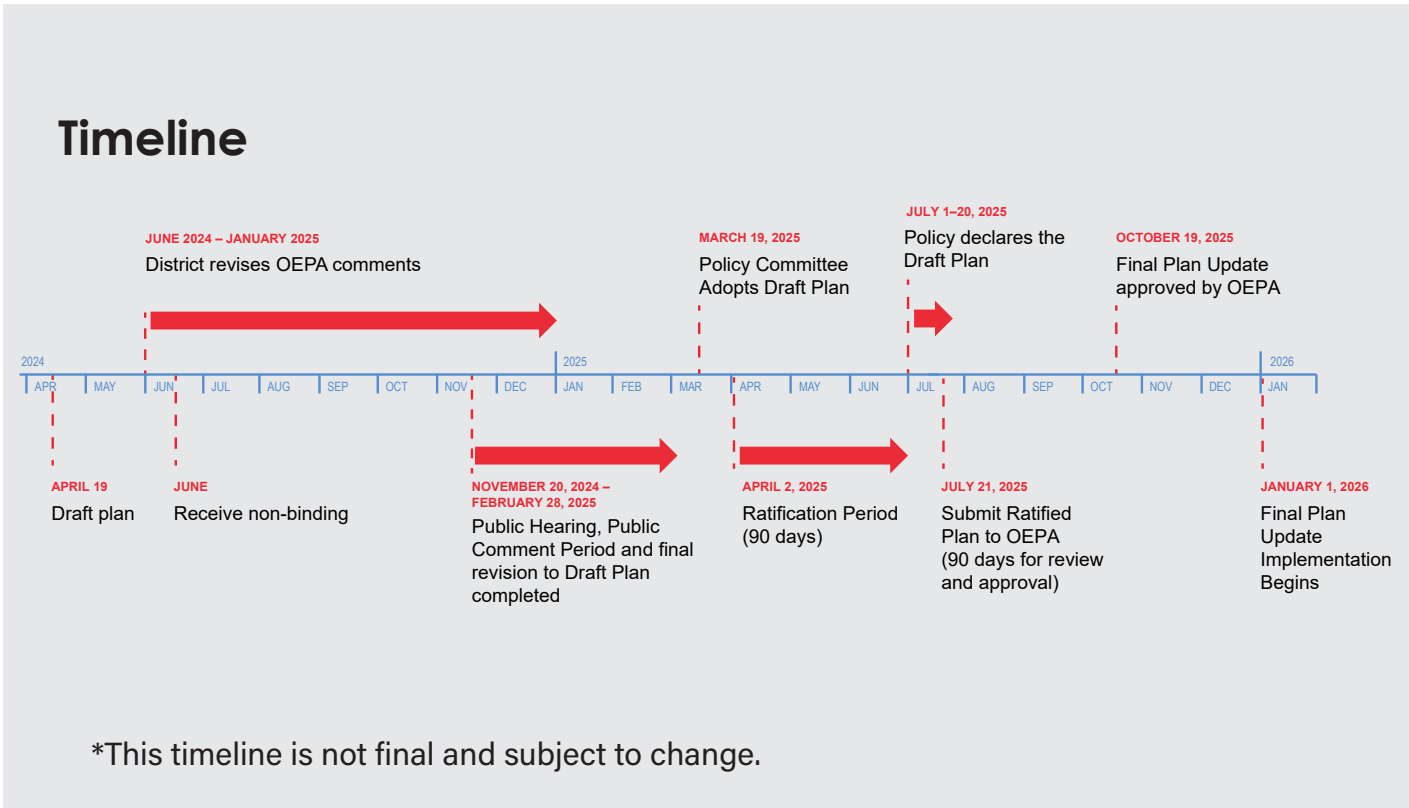
The Solid Waste Management Plan

This Solid Waste Management Plan Update ("Plan") is a regulatory document overseen by the Ohio Environmental Protection Agency ("Ohio EPA") and serves as a roadmap for Montgomery County to reduce its reliance on landfills and to manage the solid waste generated in the County. The Plan is updated every five years, describes the waste reduction and diversion programming that will be undertaken during the planning period, and demonstrates that these programs are adequate to achieve the Plan's goals. To update the prior plan ratified in 2019, the SWMD performed a strategic, in-depth review of existing programs and services, recycling infrastructure, recovery efforts, and finances – as per Ohio EPA requirements

To advance the Plan document to ratification, the SWMD developed conclusions about the strengths and weaknesses of the SWMD's Plan and worked with the policy committee to demonstrate that Plan programs and services will meet the needs of the SWMD.



Ohio Revised Code (ORC) 3734.53 and Ohio Administrative Code (OAC) Rule 3745-27-90 specify the contents of a solid waste management plan. The Ohio EPA prescribes a District Solid Waste Management Plan Format that requires a series of Appendices. This format is very similar in concept to a permit application for a solid waste landfill.



Meeting State Goals

The State of Ohio's Solid Waste Plan has 10 goals. The District meets or exceeds all 10 of these goals. Two of the primary goals for the SWMD are:

GOAL 1 The SWMD shall ensure that there is adequate infrastructure to give residents and commercial businesses opportunities to recycle solid waste.

- ▶ Analysis shows there is 25 years of capacity at applicable landfills and sufficient disposal and processing infrastructure, more than enough to serve the SWMD's needs over the plan timeline (2026-2040).

GOAL 2 The SWMD shall reduce and recycle at least 25 percent of the solid waste generated by the residential/commercial sector.

- ▶ Based on the analysis, the SWMD's recycling rate will exceed the 25 percent goal over the planning period (2026-2040).

Key Fact

Between 2017 and 2021:

- ▶ Disposal has increased by about **55,000 tons**
- ▶ Recycling has increased by about **50,000 tons**

These trends are consistent with those of other urban SWMDs in Ohio.

SWMD Provides Access to Sufficient Collection, Recycling, Composting, and Disposal Capacity

27 communities with contracted curbside recycling services



1 community with subscription curbside recycling services



2 landfills with over 25 years of useful life each

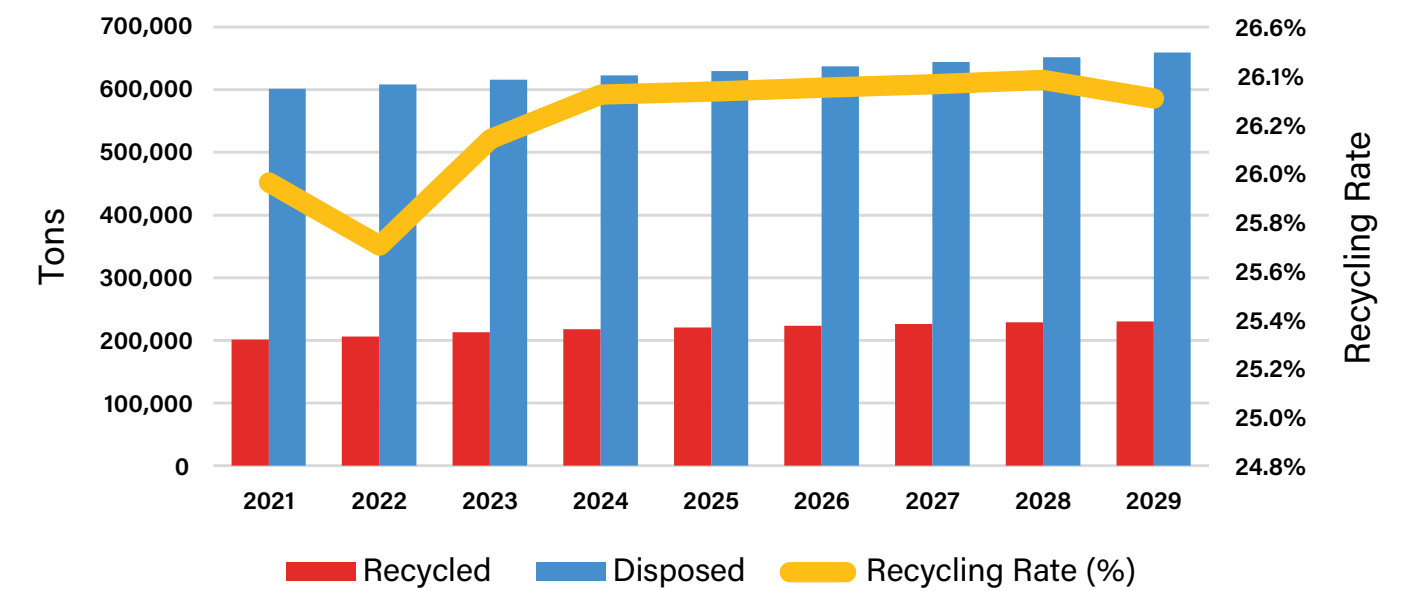


3 material recovery facilities and 2 drop off sites



16 composting facilities and 1 food/yard waste management facility

2021-2029 Projected Recycling Rate



Sufficient Disposal Capacity

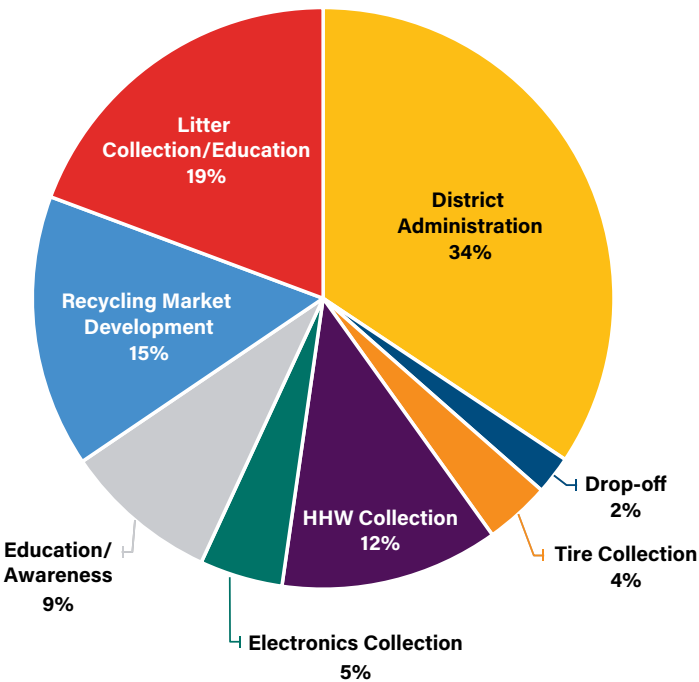
Stony Hollow Landfill (in Montgomery County) and Rumpke Sanitary Landfills (in Hamilton and Brown Counties) account for 96 percent of the waste disposed by the District. Each facility has over 25 years of useful life, providing more than enough capacity to serve the SWMD’s needs over the planning period (2026-2040).

Budget

The SWMD funds programs that are consistent with the 10 allowable uses, as determined by the Ohio EPA. These programs include education, specialty waste management, administration, and and others as shown in the Projected 2026 SWMD Expenses chart.

District is increasing generation fee from \$3.00/ton to \$3.65/ton in 2026 and 6% increases each year thereafter to support future programming

Projected SWMD 2026 Expenses (\$3 million)



Key Findings and Next Steps

The SWMD is presently complying with the regulations and requirements set forth by the Ohio EPA. Additionally, the District is committed to remaining in compliance with the Ohio EPA guidelines over the planning horizon. Landfills serving the SWMD have disposal capacity to serve the County's needs through 2040 and there is a robust set of infrastructure to meet SWMD's recycling needs.

To support programming that assists in the responsible management of solid waste within Montgomery County, the SWMD is planning to increase generation fees by 22 percent in 2026.

The below next steps are selected actions generated by SWMD that will be pursued during the upcoming planning period:



Curbside Collection

- ▷ Expand Recycle Right program for municipalities
- ▷ Conduct analysis to improve recycling participation and decrease contamination



Commercial Sector

- ▷ Expand business community relationships
- ▷ Use data from RFP to create school education campaign



Industrial Sector

- ▷ Develop strategy to promote Ohio EPA Material Marketplace



Residential/Commercial Waste Composition

- ▷ Explore food waste collection and processing



Grants

- ▷ Promote food waste reduction eligible for the Community Recycling Incentive Grant
- ▷ Amend required 30 percent community match
- ▷ Grant through Ohio EPA E3 Program



Financial Analysis

- ▷ Increase generation fee in 2026 to support proposed expanded programming



Education and Outreach

- ▷ Continue updates, enhancements, and expansions to current programming

Additional Information

A full version of the Montgomery County SWMD's Plan can be found at mcoho.org/214/Environmental-Services.

For more information, please visit mcoho.org/401/Solid-Waste

A Resolution authorizing the purchase of a 2025 Ford Transit 350 Cargo RDW High Roof EXT Van from Lebanon Ford for use by the Building Maintenance Division at a price of \$64,023.00.

Department: Building Maintenance

Request: Action Item

Item Background and Purpose:

Building Maintenance is requesting that we purchase the 2025 FORD Transit -350 Cargo RDW High Roof EXT Van from Lebanon Ford for \$64,023. We received 3 quotes:

Lebanon Ford \$64,023

Beau Townsend Ford \$62,875

Cronin Ford 65,170

We are requesting the van from Lebanon Ford because it has a higher-quality cargo interior tool system that will last longer.

Financial Impact:

Is Item Budgeted?: No

Funding Source:

Attachments:

1. 2025 Building Maintenance Van Quotes

RECORD OF RESOLUTIONS

Resolution No. **8143-25**

Passed **March 27, 2025**

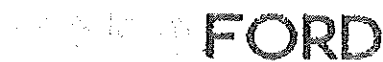
A RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 FORD TRANSIT 350 CARGO RDW HIGH ROOF EXT VAN FROM LEBANON FORD FOR USE BY THE BUILDING MAINTENANCE DIVISION AT A PRICE OF \$64,023.00.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO:

SECTION 1: On recommendation of City staff and following review of all proposals received, the City Manager is hereby authorized to purchase one (1) 2025 Ford Transit 350 Cargo RDW High Roof EXT Van from Lebanon Ford at the total price of \$64,023.00 (which price includes the cost of the van and upfitting), said proposal having been determined to be in the best interest of and most favorable to the City; and said cost to be paid from the Capital Improvement Fund.

SECTION 2: That the Clerk be and is hereby authorized and directed to forward a certified copy of this Resolution to the City Manager, Building Maintenance Superintendent, and Finance Director.

SECTION 3: That this Resolution shall take effect and be in full force and effect from and after the date of its passage.



Date 3/6/2025

Salesperson Richard Supe

770 Columbus Ave Lebanon OH 45036

Company City of Moraine
Address 3401 Main St
City Moraine State OH
County MONTGOMERY Zip 45439
Phone Bus Phone
Cell Phone (937) 545-5999
Email rbangert@moraineoh.org

Added Equipment: MISC WE OWE 1 (\$9,705.00)

☒	New	☐	Demo	☐	Rental Unit	☐	Used
Year	2025	Make	FORD	Stock			
Model	Transit 350 HR XL	Body					
Color		Top		Trim			
VIN		Miles	0				

TRADE IN (1)		PURCHASE	
Year	Make	Price	\$53,896.00
Model		Added Equip*	\$9,705.00
VIN			
Miles			
Stock			
TRADE IN (2)		SUBTOTAL	\$63,601.00
Year	Make	Sales Tax	\$0.00
Model		Doc Fee	\$387.00
VIN		License/Title	\$35.00
Miles			
Stock			
Allowance		TOTAL CASH PRICE	\$64,023.00
Rebate	\$0.00	Total Credits	(\$0.00)
Cash Due	\$0.00	TRADE-IN PAYOFF	\$0.00
Deposit	\$0.00		
TOTAL CREDITS	\$0.00	BALANCE DUE	\$64,023.00

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525



Client Proposal

Prepared by:

Richard Supe

Office: 513-721-0837

Email: rsupe@lebanonford.com

Date: 02/27/2025



Lebanon Ford | 770 Columbus Avenue, Lebanon, Ohio, 450361608

Office: 513-721-0837



Prepared by: Richard Supe
02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W3X	Base Vehicle Price (W3X)	\$54,200.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 4.10 Limited-Slip Axle Ratio - GVWR: 9,500 lb - Tires: 235/65R16C 121/119 R AS BSW	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X4L	4.10 Limited-Slip Axle Ratio	Included
STDGV	GVWR: 9,500 lb	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
64H	Wheels: 16" Steel w/Full Silver Cover	\$35.00
Seats & Seat Trim		
C	Cloth Front Bucket Seats	N/C
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests <i>Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.</i>	\$115.00
Other Options		
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Richard Supe

02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

As Configured Vehicle (cont'd)

Code	Description	MSRP
148WB	148" Wheelbase	STD
67D	Trailer Brake Controller (TBC)	\$405.00
	This option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).	
	<i>Includes:</i>	
	- Large Center Console	
	<i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	
53B	Heavy-Duty Trailer Tow Package	\$485.00
	If a TBC is required, it must be added to initial order. Neither a Ford nor aftermarket TBC can be added later.	
	<i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D).</i>	
	<i>Includes:</i>	
	- Tow/Haul Mode w/Trailer Wiring Provisions	
	- Frame Mounted Hitch Receiver	
66C	D-Pillar Assist Handles	\$60.00
	<i>Located on the driver and passenger-side. Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered.</i>	
15F	Full Rear Compartment Lighting	\$75.00
	<i>Includes cargo area LED lights at C-pillar, D-pillar and mid-ship and rear compartment LED switch.</i>	
17P	6 Cargo Tie-Down Hooks	\$25.00
66D	Front Overhead Shelf	\$75.00
67E	Large Center Console	Included
	<i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	
16E	Front & Rear Vinyl Floor Covering	Included
	<i>Includes wheel well liners.</i>	
58B	Radio: AM/FM Stereo w/SYNC 4	\$930.00
	<i>Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation and 4 speakers (front).</i>	
	<i>Includes:</i>	
	- Electronic Air Temperature Control	
86F	2 Additional Keys (4 Total)	\$75.00
	<i>Includes key fobs.</i>	
61E	High Resolution Digital Camera	N/C
43R	Reverse Sensing System	\$295.00
96D	Load Area Protection Package	\$575.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Richard Supe

02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes full-height polypropylene cargo area panels.	
	Includes: - Front & Rear Vinyl Floor Covering Includes wheel well liners.	

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	
	<i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	

Emissions

425	50-State Emissions System	STD
-----	---------------------------	-----

Exterior Color

YZ_02	Oxford White	N/C
-------	--------------	-----

SUBTOTAL	\$57,350.00
Destination Charge	\$2,095.00
TOTAL	\$59,445.00



Prepared by: Richard Supe
02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,800 lbs.
- Front brake diameter: 12.1"
- Vehicle body length: 263.9"
- Vehicle body height: 110.4"
- Side door opening width: 51.2"
- Rear door opening width: 61.7"
- Vehicle turning radius: 23.9'
- Front track: 68.2"
- Front bumper to front axle: 40.3"
- Headroom first-row: 56.6"
- Shoulder room first-row: 67.9"
- GCWR: 12,000 lbs.
- Rear brake diameter: 12.1"
- Vehicle body width: 81.3"
- Side door opening height: 63.0"
- Rear door opening height: 74.3"
- Wheelbase: 148.0"
- Rear door opening angle: 253.0
- Rear track: 68.6"
- Interior rear cargo volume: 487.3 cu.ft.
- Leg room first-row: 41.3"
- Hip room first-row: 60.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 260 lb.-ft. @4000 RPM
- 10-speed automatic
- Recommended fuel: regular unleaded
- Capless fuel filler
- Mechanical limited slip differential
- 3.5L V-6 port/direct injection, DOHC, variable valve control, engine with 275HP
- Horsepower: 275 HP @ 6250 RPM
- Radiator
- Rear-wheel drive
- Alternate fuel Type: E85
- All-speed ABS and driveline traction control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- ULEV II emissions

Suspension and Handling

- Standard ride suspension
- Heavy-duty rear shock absorbers
- Standard grade front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill start assist
- Strut front suspension
- Front coil springs
- Leaf spring rear suspension
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system

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Prepared by: Richard Supe
02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

- Rack-pinion steering

- 2-wheel steering system

Body Exterior

- * **Trailer wiring harness**
- Clearcoat paint
- Black bodyside cladding
- Black side window trim
- Black windshield trim
- Black rear bumper
- Convex spotter in driver and passenger side door mirrors
- Black door mirrors
- Split swing-out rear cargo door
- * **16 x 6.5-inch front and rear steel wheels**
- 3 doors
- Monotone paint
- Black wheel well trim
- Black door handles
- Black front bumper
- Black grille
- Standard style side mirrors
- Sliding right rear passenger door
- LT235/65RS16 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- Power first-row windows
- * **Supplemental cargo area lighting**
- Front beverage holders
- Driver and passenger door bins
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls
- * **Full floor console**
- Driver foot rest
- Locking glove box
- Instrument panel bin

Comfort

- * **Automatic climate control**
- Front headliner coverage
- * **Full floor coverage**
- Manual tilting steering wheel
- Cloth headliner material
- * **Full vinyl floor covering**
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 2
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Driver seat armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- * **Manual driver seat lumbar**
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- * **Front passenger seat armrest**
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- * **Cloth front seat upholstery**

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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Entertainment Features

- 1 total number of 1st row displays
- * **Primary touchscreen display**
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Wireless audio streaming
- * **12 inch primary display**
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- * **SYNC 4 external memory control**
- Speakers number: 4
- * **SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls**
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- Telematics Essentials driver information center
- Engine/electric motor temperature gauge
- Laminated side window glass
- Halogen headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Illuminated entry
- Variable instrument panel light
- Fade interior courtesy lights
- Analog instrumentation display
- In-radio display clock
- Tachometer
- Light tinted windows
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- High mounted center stop light

Technology and Telematics

- * **Connected Navigation integrated navigation system with voice activation**
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports
- * **911 Assist emergency SOS system via mobile device**
- * **Smart device app link**
- FordPass Connect 4G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front seatbelt pretensioners
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- Airbag occupancy sensor
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners

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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

- SecuriLock immobilizer
- Lane-Keeping System
- Driver Alert
- Ford Co-Pilot360 w/Side Wind Stabilization electronic stability control system with anti-rollover
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- * **High Resolution Digital Camera rear mounted camera**
- * **Rear parking sensors**

Dimensions

General Weights

Curb weight	5,533 lbs.	Rear curb weight	2,594 lbs.
GVWR	9,500 lbs.	Payload	3,966 lbs.

Trailer Weights

Conventional capacity	5,800 lbs.	GCWR	12,000 lbs.
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Front Weights

Front curb weight	2,939 lbs.	GAWR front	4,130 lbs.
-------------------------	------------	------------------	------------

Rear Weights

GAWR rear	6,000 lbs.
-----------------	------------

Off Road

Loading floor height	28.0 "
----------------------------	--------

Exterior Measurements

Vehicle body length	263.9"	Vehicle body width	81.3"
Vehicle body height	110.4"	Rear door opening height	74.3"
Rear door opening width	61.7"	Rear door opening angle	253.0
Wheelbase	148.0"	Front brake diameter	12.1"
Rear brake diameter	12.1"	Side door opening height	63.0"
Side door opening width	51.2"	Front track	68.2"
Rear track	68.6"	Vehicle turning radius	23.9'
Front bumper to front axle	40.3"		

Interior Measurements

Interior rear cargo volume	487.3 cu.ft.	Interior cargo area height	81.5 "
Interior cargo length	172.2 "	Interior cargo area min width	54.8 "
Interior cargo area max width	70.2 "		

Headroom

Headroom first-row	56.6"
--------------------------	-------

Legroom

Leg room first-row	41.3"
--------------------------	-------

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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Shoulder Room

Shoulder room first-row 67.9"

Hip Room

Hip room first-row 60.7"

Powertrain

Engine

Engine 3.5L V-6 port/direct injection, DOHC, variable valve control, engine with 275HP

Engine cylinders V-6

Ignition Spark ignition system

Engine block material Aluminum engine block

Valves per cylinder 4

Engine location Front mounted engine

Engine mounting direction Longitudinal mounted engine

Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.5L

Bore 3.64"

Compression ratio 11.8

cc 213.4 cu.in.

Stroke 3.41"

Engine Power

Horsepower 275 HP@6250 RPM

Torque 260 lb.-ft.@4000 RPM

Alternator

Alternator amps 250A

Alternator type Regular duty alternator

Battery

Battery amps 70Ah

Battery run down protection Battery run down protection

Battery type Lead acid battery

Engine Extras

Radiator Radiator

Transmission

Transmission 10-speed automatic

Overdrive transmission Overdrive transmission

First gear ratio 4.689

Third gear ratio 2.146

Fifth gear ratio 1.52

Reverse gear ratio 4.866

Eighth gear ratio 0.854

Tenth gear ratio 0.636

Transmission electronic control Transmission electronic control

Lock-up transmission Lock-up transmission

Second gear ratio 2.985

Fourth gear ratio 1.769

Sixth gear ratio 1.275

Seventh gear ratio 1

Ninth gear ratio 0.689

* **Selectable mode transmission** **Tow/Haul Mode selectable mode transmission**

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Sequential shift control . . . SelectShift Sequential shift control

Transmission oil cooler Transmission oil cooler

Drive Type

Drive type Rear-wheel drive

Drivetrain

Axle ratio 4.1

Exhaust

Tailpipe Stainless steel single exhaust

Fuel

Fuel type regular unleaded

Alternate fuel type E85

Fuel Tank

Capless fuel filler Capless fuel filler

Fuel tank capacity 25.10 gal.

Drive Feature

Limited slip differential Mechanical limited slip differential

Traction control . All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions ULEV II emissions

Emissions tiers Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

Suspension Standard ride suspension

Front shock absorbers Standard grade front shock absorbers

Rear shock absorbers Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

ABS brakes 4-wheel antilock (ABS) brakes

Ventilated brakes Front ventilated disc brakes

Electronic parking brake Electronic parking brake

Post collision braking system Post Collision Braking automatic post-collision braking system

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02/27/2025

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist Hill start assist

Brake assist system Brake assist system

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Independent front suspension

Suspension type front Strut front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Regular grade rear springs

Rear Suspension

Suspension type rear Leaf spring rear suspension

Suspension ride type rear Rigid axle rear suspension

Steering

Steering Electric power-assist steering system

Steering type Rack-pinion steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 16"

Front wheels width 6.5"

Rear Wheels

Rear wheels diameter 16"

Rear wheels width 6.5"

Front And Rear Wheels

* Appearance none

Material steel

Front Tires

Aspect 65

Diameter 16"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 235mm

Front wheel - RPM 720

Rear Tires

Aspect 65

Diameter 16"

Sidewalls BSW

Speed S

Tread AS

Type LT

Width 235mm

Rear wheel - RPM 720

Body Exterior

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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Trailer

- | | | | |
|---------------------------------|---------------------------|-------------------------------|------------------------|
| * Towing capability | Trailer towing capability | * Towing class | Class III tow rating |
| * Towing hitch | Trailer hitch | * Towing wiring harness | Trailer wiring harness |
| * Towing brake controller | Trailer brake controller | * Towing trailer sway | Trailer sway control |

Exterior Features

- | | | | |
|-----------------------|---------|-----------------------------|-----------------------------|
| Number of doors | 3 doors | License plate front bracket | Front license plate bracket |
|-----------------------|---------|-----------------------------|-----------------------------|

Body

- Body panels .. Fully galvanized steel body panels with side impact beams

Mirrors

- Convex spotter
- Convex spotter in driver and passenger side door mirrors

Spare Tire

- | | | | |
|------------------|---------------------------------------|---------------------------|-----------------------|
| Spare tire | Full-size spare tire with steel wheel | Spare tire location | Crank-down spare tire |
|------------------|---------------------------------------|---------------------------|-----------------------|

Tires

- | | | | |
|----------------------------------|---|---------------------------------|---|
| Front tires LT load rating | C | Rear tires LT load rating | C |
|----------------------------------|---|---------------------------------|---|

Wheels

- * Wheel covers
- Full wheel covers

Convenience

Door Locks

- | | | | |
|------------------------|---|-------------------------|-----------------------------|
| Door locks .. | Power door locks with 2 stage unlocking | Keyfob door locks | Keyfob activated door locks |
| All-in-one key .. | All-in-one remote fob and ignition key | Auto door locks | Auto-locking doors |
| Tailgate control | Power tailgate/rear door lock | | |

Cruise Control

- Cruise control
- Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls

Exterior Mirrors

- | | | | |
|--------------------|--------------------|----------------------------|-----------------------------|
| Door mirrors | Power door mirrors | Folding door mirrors | Manual folding door mirrors |
|--------------------|--------------------|----------------------------|-----------------------------|

Front Side Windows

- | | |
|-------------------------|-------------------------|
| First-row windows | Power first-row windows |
|-------------------------|-------------------------|

Floor Console

- | | | | |
|-----------------------|--------------------|-----------------------------|-----------------------|
| * Floor console | Full floor console | Floor console storage | Floor console storage |
|-----------------------|--------------------|-----------------------------|-----------------------|

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Prepared by: Richard Supe

02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Overhead Console

* Overhead console Full overhead console

* Overhead console storage Overhead console storage

Power Outlets

12V power outlets 3 12V power outlets

Cargo Features

* Cargo tie downs Cargo area tie downs

Cargo light Cargo area light

Cargo Trim

* Cargo floor type Vinyl/rubber cargo area floor

* Trunk lid trim Plastic trunk lid trim

Pedals

Driver foot rest Driver foot rest

Storage

Door bins front Driver and passenger door bins

Glove box Locking glove box

Beverage holders Front beverage holders

Instrument panel storage Instrument panel bin

Windows Feature

One-touch down window Driver one-touch down window

Miscellaneous

PRND in IP PRND in IP

Comfort

Climate Control

* Climate control Automatic climate control

Headliner

Headliner material Cloth headliner material

Headliner coverage Front headliner coverage

Floor Trim

* Floor covering Full vinyl floor covering

* Floor coverage Full floor coverage

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 2

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02/27/2025

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Front Seats

Driver seat direction Driver seat with 4-way directional controls

Passenger seat direction Front passenger seat with 4-way directional controls

Reclining passenger seat Manual reclining passenger seat

Front head restraints Height adjustable front seat head restraints

Armrests front driver Driver seat armrest

Reclining driver seat Manual reclining driver seat

Driver seat fore/aft control Manual driver seat fore/aft control

Split front seats Bucket front seats

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraint control Manual front seat head restraint control

*** Armrests front passenger Front passenger seat armrest**

Lumbar Seats

*** Driver lumbar Manual driver seat lumbar**

Front Seat Trim

*** Front seat upholstery Cloth front seat upholstery**

*** Front seatback upholstery Cloth front seatback upholstery**

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

*** Primary touchscreen display Primary touchscreen display**

*** Primary display size 12 inch primary display**

Number of first-row displays 1 total number of 1st row displays

Radio Features

*** External memory SYNC 4 external memory control**

Seek scan Seek scan

Speakers

Speakers Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control Steering wheel mounted audio controls

*** Voice activated audio SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls**

Wireless streaming Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Panel insert Metal-look instrument panel insert

Instrumentation

Trip odometer Trip odometer

Instrumentation display Analog instrumentation display

Instrumentation Displays

Driver information center: Telematics Essentials driver information center

Clock In-radio display clock

Instrumentation Gauges

Tachometer Tachometer

Engine/electric motor temperature gauge Engine/electric motor temperature gauge

Instrumentation Warnings

Engine temperature warning Engine temperature warning

Oil pressure warning Oil pressure warning

Low fuel warning Low fuel warning

Low brake fluid warning Low brake fluid warning

Battery charge warning Battery charge warning

Headlights on reminder Headlights on reminder

Key in vehicle warning Key in vehicle warning

Door ajar warning Door ajar warning

Trunk warning Rear cargo ajar warning

Service interval warning Service interval indicator

Low tire pressure warning Low tire pressure warning

Glass

Tinted windows Light tinted windows

Laminated window Laminated side window glass

Headlights

Headlights Halogen headlights

Headlight type Reflector headlights

Auto headlights Ford Co-Pilot360 - Autolamp auto on/off headlight control

Multiple headlights Multiple enclosed headlights

Delay off headlights Delay-off headlights

Auto high-beam headlights Auto High Beam auto high-beam headlights

Front Windshield

Wipers Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Variable panel light Variable instrument panel light

Front reading lights Front reading lights

Lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Technology and Telematics

Navigation



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02/27/2025

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

- * Integrated navigation Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree Bluetooth handsfree wireless device connectivity

- * Emergency SOS 911 Assist emergency SOS system via mobile device

Internet Access

Internet access FordPass Connect 4G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

- * Smart device integration Smart device app link

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag
Front impact airbag passenger Cancellable front passenger air bag
Front side impact airbag passenger Seat mounted side impact front passenger airbag
Overhead airbags Safety Canopy System curtain first-row overhead airbags

Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Occupancy sensor Airbag occupancy sensor

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts
Seatbelt pretensioners number 2 seatbelt pretensioners

Seatbelt pretensioners ... Front seatbelt pretensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping System

Forward collision warning ... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Driver attention monitor Driver Alert

Cameras

- * Rear camera . High Resolution Digital Camera rear mounted camera



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02/27/2025

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2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Selected Equip & Specs (cont'd)

Traction Control

Electronic stability control ... Ford Co-Pilot360 w/Side

Wind Stabilization electronic stability control system

with anti-rollover

Parking Sensors

* **Parking sensors** **Rear parking sensors**



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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles



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02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$54,200.00
Options	\$3,150.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,095.00
Total	\$59,445.00

Customer Signature

Acceptance Date

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02/27/2025

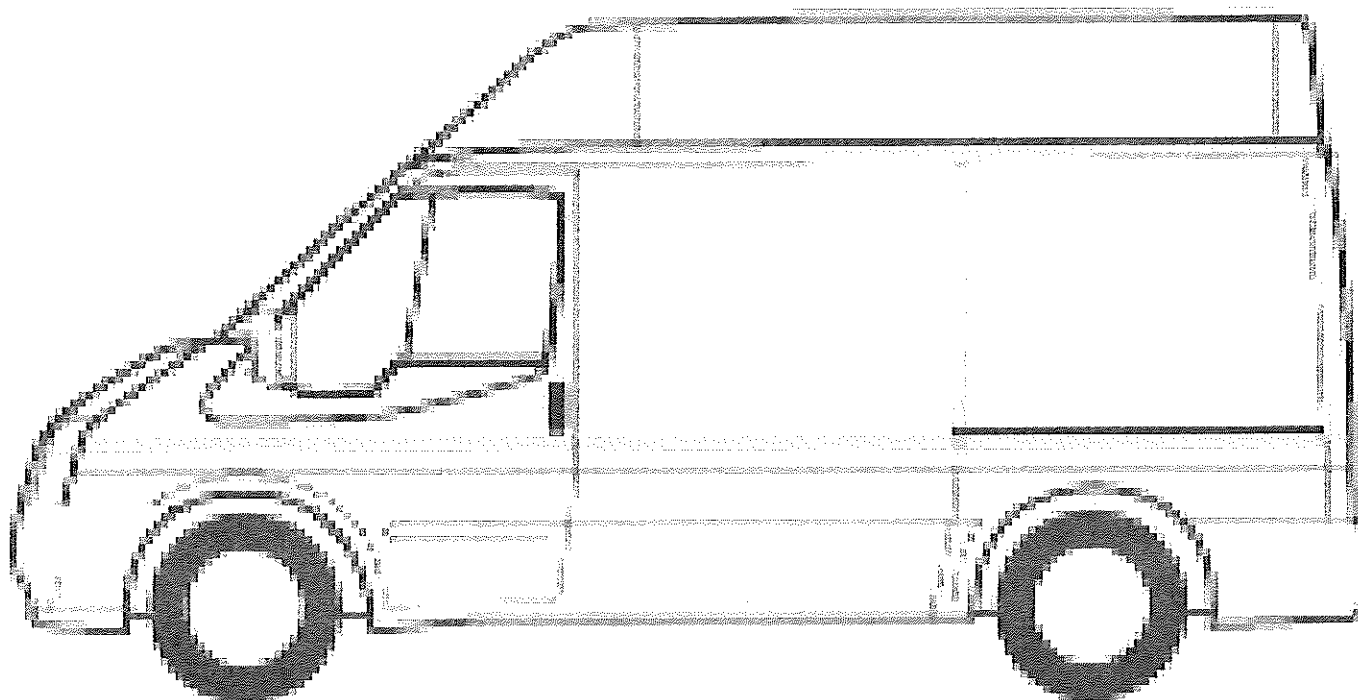
Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



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Prepared by: Richard Supe
02/27/2025

Lebanon Ford | 770 Columbus Avenue Lebanon Ohio | 450361608

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 525

Vehicle Dimension and Performance Summary (cont'd)

Light Duty

GVWR..... 9,500 lbs

GVW	Totals
-----	--------

1 Payload - (Added Equipment)	0 lbs
--------------------------------------	-------

Occupants Weight	300 lbs
------------------------	---------

Curb Weight (as configured)	5,533 lbs
-----------------------------------	-----------

TOTAL	5,833 lbs
--------------------	------------------

Payload	3,966 lbs
---------------	-----------

Useable Payload	3,666 lbs
-----------------------	-----------

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.



Preview Order B224 - W3X 350 HI Roof ELWB Cargo RWD: Order Summary Time of Preview: 02/24/2025 14:16:45 Receipt: NA

Dealership Name: Cronin Ford North

Sales Code : F47504

Dealer Rep.	Brian Simmons	Type	Retail	Vehicle Line	Transit	Order Code	B224
Customer Name	X XXXXX	Priority Code	05	Model Year	2025	Price Level	S25

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W3X0 T350 HR CARGO RWD	\$54200	2WAY DRV/PASS PALAZZO CLOTH	\$115
148" WHEELBASE	\$0	B-PILLAR ASSIST HANDLE	\$0
OXFORD WHITE	\$0	50 STATE EMISSIONS	\$0
CLOTH	\$0	REVERSE SENSING SYSTEM	\$0
DARK PALAZZO GRAY	\$0	BULKHEAD W/LOCKABLE DOOR	\$1745
PREFERRED EQUIPMENT PKG.101A	\$0	HD TRAILER TOW PACKAGE	\$485
.XL TRIM	\$0	FRONT FOG LAMPS	\$0
3.5L ECOBOOST V6 (GAS)	\$2700	ELEC AIR TEMP CONTROL	\$0
10-SPEED TRANSMISSION	\$0	SYNC 4 AM/FM BLUETOOTH	\$930
.235/65R16C BSW ALL-SEASON	\$0	HD CARGO FLOOR COVERING	\$1200
3.73 NON-LIMITED SLIP AXLE	\$0	360-DEGREE CAMERA	\$1000
JOB #2 ORDER	\$0	BLACK ALUM ALLOY WHEEL	\$525
CV LOT MANAGEMENT	\$0	HEAVY-DUTY SCUFF PLATE KIT	\$0
REAR COMPARTMENT LIGHTING	\$75	2 ADDITIONAL KEYS	\$75
FRONT LICENSE PLATE BRACKET	\$0	FUEL CHARGE	\$0
TIE DOWN CARGO HOOKS	\$25	PRICED DORA	\$0
9500# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2095
			MSRP
TOTAL BASE AND OPTIONS			\$65170
DISCOUNTS			NA
TOTAL			\$65170

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

Rocky Bangert

From: BlueSky Payday <r.bangert@hotmail.com>
Sent: Thursday, February 27, 2025 10:14 AM
To: Rocky Bangert
Subject: Fw: VAN PROPOSAL

From: Colt Walden <colt@btford.com>
Sent: Thursday, February 27, 2025 9:16 AM
To: BlueSky Payday <r.bangert@hotmail.com>
Subject: RE: VAN PROPOSAL

The break out is \$54,750 for the van and \$9,250 for the upfit. I can do only the van but my program doesn't let me do only an upfit but I will see what I can do.

Colt Walden
Commercial Account Manager
Beau Townsend Ford
Office 937-264-2126
Fax 937-264-2123

****HOURS OF OPERATION****

*M,T,TH,F: 9am-6pm
W: 9am-3pm
SAT: 9am-1pm By Appointment Only
Sun: Closed To Be With Family*



From: BlueSky Payday <r.bangert@hotmail.com>
Sent: Thursday, February 27, 2025 8:05 AM
To: Colt Walden <colt@btford.com>
Subject: Re: VAN PROPOSAL

CAUTION: This email originated from outside of the **Beau Townsend Network** Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, DELETE!

Will you send it to me broken down into two sections van / upfit

Thanks,
Rocky

From: Colt Walden <colt@btford.com>
Sent: Wednesday, February 26, 2025 3:25 PM
To: R.BANGERT@HOTMAIL.COM <R.BANGERT@HOTMAIL.COM>
Subject: VAN PROPOSAL

SEE ATTACHED FOR COMPLETE VAN BUILD.

Colt Walden
Commercial Account Manager
Beau Townsend Ford
Office 937-264-2126
Fax 937-264-2123

****HOURS OF OPERATION****

M,T,TH,F: 9am-6pm

W: 9am-3pm

SAT: 9am-1pm By Appointment Only

Sun: Closed To Be With Family





Prepared by: Colt Walden

02/25/2025

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 520 | Quote ID: rbangert

As Configured Vehicle

Code	Description
Base Vehicle	
W3X	Base Vehicle Price (W3X)
Packages	
101A	Order Code 101A <i>Includes:</i> - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 9,500 lb - Tires: 235/65R16C 121/119 R AS BSW
Powertrain	
99G	Engine: 3.5L EcoBoost V6
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>
X7L	3.73 Limited-Slip Axle Ratio
STDGV	GVWR: 9,500 lb
Wheels & Tires	
STDTR	Tires: 235/65R16C 121/119 R AS BSW
644	Wheels: 16" Black Aluminum Alloy
Seats & Seat Trim	
C	Cloth Front Bucket Seats
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests <i>Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.</i>
Other Options	
PAINT	Monotone Paint Application
148WB	148" Wheelbase
67D	Trailer Brake Controller (TBC) This option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).



Prepared by: Colt Walden

02/25/2025

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 520 | Quote ID: rbangert

As Configured Vehicle (cont'd)

Code	Description
	<i>Includes:</i> - Large Center Console <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>
53B	Heavy-Duty Trailer Tow Package If a TBC is required, it must be added to initial order. Neither a Ford nor aftermarket TBC can be added later. <i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D).</i> <i>Includes:</i> - Tow/Haul Mode w/Trailering Wiring Provisions - Frame Mounted Hitch Receiver
41B	Passenger-Side B-Pillar Assist Handle
66C	D-Pillar Assist Handles <i>Located on the driver and passenger-side. Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered.</i>
15F	Full Rear Compartment Lighting <i>Includes cargo area LED lights at C-pillar, D-pillar and mid-ship and rear compartment LED switch.</i>
17P	6 Cargo Tie-Down Hooks
66D	Front Overhead Shelf
47T	Lockable Door Bulkhead w/Window <i>The bulkhead is located behind the driver and passenger seats in the cargo van, and separates them from the cargo area.</i> <i>Includes:</i> - Passenger-Side B-Pillar Assist Handle
67E	Large Center Console <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>
16E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners.</i>
58B	Radio: AM/FM Stereo w/SYNC 4 <i>Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation and 4 speakers (front).</i> <i>Includes:</i> - Electronic Air Temperature Control
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Colt Walden

02/25/2025

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 520 | Quote ID: rbangert

As Configured Vehicle (cont'd)

Code	Description
61E	High Resolution Digital Camera
43R	Reverse Sensing System
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Exterior Color	
YZ_02	Oxford White
Interior Color	
CK_01	Dark Palazzo Gray w/Cloth Front Bucket Seats



Prepared by: Colt Walden
02/25/2025

Beau Townsend Ford | 1020 W. National Rd. Vandalia Ohio | 453771025

2025 Transit-350 Cargo RWD High Roof Ext. Van 148" WB Base (W3X)

Price Level: 520 | Quote ID: rbangert

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	\$64,375.00
Subtotal	\$64,375.00
Pre-Tax Adjustments	
Description	MSRP
FORD REBATE AND BTFORD DISCOUNT	-\$1,500.00
Total	\$62,875.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

A Resolution approving and accepting the annual report of the Community Reinvestment Housing Council (CRHC).

Department: Administration

Request: Action Item

Item Background and Purpose:

This is a housekeeping item in which legislation is needed to accept the annual reports for the CHRC (Community Reinvestment Housing Council) and the TIRC (Tax Incentive Review Council).

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. TIRC CRHC 2025 report

RECORD OF RESOLUTIONS		
	Resolution No. 8144-25	Passed March 27, 2025
A RESOLUTION APPROVING AND ACCEPTING THE ANNUAL REPORT OF THE COMMUNITY REINVESTMENT HOUSING COUNCIL (CRHC). NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO: <u>SECTION 1:</u> The Council for the City of Moraine, Ohio has reviewed and hereby adopts and approves the 2024 annual report of the Community Reinvestment Housing Council (CRHC). <u>SECTION 2:</u> That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director. <u>SECTION 3:</u> That this Resolution shall take effect and be in full force and effect from and after the date of its passage.		

CITY OF MORAINE

TIRC & CRHC 2025 Meeting

2024 Review



ENTERPRISE ZONES

Introduction - EZ

The City of Moraine Enterprise Zone (#318C) was certified as a limited authority, non-distress based Enterprise Zone [O.R.C. 5709.632 (A) (3)] by the Ohio Department of Development on July 26, 1996. The Enterprise Zone was created to encourage investment and job creation and retention in the City of Moraine.

The Enterprise Zone Tax Incentive Review Council (TIRC), pursuant to O.R.C. 5709.85, is an inter-jurisdictional body created to review and evaluate the performance of each Enterprise Zone agreement. The TIRC shall make a formal recommendation regarding compliance to the Moraine City Council and the Montgomery County Board of County Commissioners. An annual report must be filed with the Ohio Department of Development (ODOD) before March 31st of each year.

The City of Moraine has established an Enterprise Zone Negotiating Team, pursuant to O.R.C. 5709.61-68, whose purpose is to determine the eligibility of each project and recommends abatement levels and terms to the Moraine City Council.

AGREEMENTS

The City of Moraine has been authorized to enter into eighteen (18) Enterprise Zone agreements since the City of Moraine Enterprise Zone was certified on July 26, 1996. These agreements are detailed both in abatement term and percentage in prior year submissions. There are currently no active agreements as of December 31, 2024 (last one expired in 2016).

COMMUNITY REINVESTMENT AREAS

Introduction – CRA No. 1 & 2

The City of Moraine originally approved Community Reinvestment Area (CRA) Number 1 on September 28, 1978 and CRA Number 2 on May 10, 1979. CRA No. 2 was later revised by subsequent legislation to increase land area and overall regulation to Post 1994 criterion. CRA No. 1 has been amended once since its original passage and is regulated under Pre-1994 guidelines. Under Ohio Revised Code (ORC) Section 3735.67 a Community Reinvestment Housing Council (CRHC) must be formed. The CRHC is required to make annual inspection of the properties within the Community Reinvestment Area for which an exemption has been granted. The CRHC shall also hear appeals under section 3735.70 of the ORC. Appeals of Housing Officer decisions only apply in Moraine to agreements entered into under the post-1994 regulations. In compliance with Ohio Law, Moraine's CRA(s) were created to encourage reinvestment in areas where reinvestment is discouraged.

Under ORC Chapter 3735 Moraine did adopt legislation (Resolution #4081-96) forming a CRHC. The CRHC is charged with reviewing and evaluating the activities and projects within the Community Reinvestment Area (CRA). On or before the thirty-first day of March each year Moraine must submit an annual report to the director of the Ohio Department of Development (ODOD). The annual report is a status report summarizing the activities and projects for which an exemption has been granted in a CRA.

ANNUAL REVIEW COMMENTS

Moraine has certified over 223 CRA abatements with 144 being active within the combined two areas as of December 31, 2024. The CRHC shall review all outstanding agreements to determine whether projects have complied with the terms of the CRA agreements and offer recommendations to the Moraine City Council and the Ohio Department of Development (ODOD). As of December 2024, there are 134 active projects within CRA 1, which are in the Jefferson Township and West Carrollton School districts. As of 2024, there are 7 active projects (1 pending completion) in CRA 2, which are within the school districts of Kettering and West Carrollton.

OHIO COMMUNITY REINVESTMENT AREA (CRA) PROGRAM
2025 CRA STATUS REPORT (2024 Review) FOR CRA'S CREATED UNDER PRE 1994 REGULATIONS

1. Name of Jurisdiction: City of Moraine
2. Name/Identification of CRA: Community Reinvestment Area No. 1 (Pre-Status)
- ** Attach a separate status report for each CRA within this jurisdiction.
3. Date Created: 09-28-1978 (1 amendment) 4. Expiration Date (if any): N/A
5. Attach map of CRA area, which also identifies applicable school district boundaries.

6. List ALL projects granted CRA benefits and current status:

**Attach additional pages if necessary to fully describe project status.

Name/Property Identification	Property Address	Date Project Certified	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment (Real Property)	Total Real Property Investment Subject to Exemption	# Of New Jobs Created	Other Exemptions Involved	Date of Most Recent Housing Council Review	Date of Most Recent Tax Incentive Review Council
Payne, Ronald & Margaret	Expired	08/28/89	C	100%	15	12,000	12,000	0	N/A	03/13/12	03/13/12
Larkspur Apartment	3480 Main (Expired)	11/22/93	R	100%	15	148,000	148,000	2	N/A	03/13/12	03/13/12
Moraine Air Park	3800 Clearview (Expired)	03/11/93	C	100%	15	175,000	175,000	0	N/A	03/13/12	03/13/12
Giesel Framks	4580 Union	02/12/01	R	100%	15	20,000	20,000	0	N/A	03/14/17	03/15/17
Miller Valentine – R/N	2901 Gettysburg	11/13/01	C	100%	15	4,500,000	4,500,000	70	N/A	03/14/17	03/15/17
Curtis Reiglesperger	102 Johnson Tr	11/20/01	R	100%	15	25,000	25,000	0	N/A	03/14/17	03/15/17
Berson Cox	4725 Willowview	01/03/02	R	100%	15	90,000	90,000	0	N/A	03/19/18	03/20/18
Miller Valentine - SIS	2979 Gettysburg	03/5/02	C	100%	15	2,600,000	2,600,000	25	N/A	03/19/18	03/20/18
Byrl Hill	4601 Soldiers Miamisburg	11/19/02	C	100%	15	425,000	425,000	0	N/A	03/19/18	03/20/18
L.C. Phillips	3661 Cozy Camp	11/19/02	R	100%	15	100,000	100,000	0	N/A	03/19/18	03/20/18
Henry Black	105 Johnson Tr	05/13/03	R	100%	15	167,000	167,000	0	N/A	03/18/19	03/21/19
Ron Barnett	3612 Swimming hole	05/30/03	R	100%	15	110,000	110,000	0	N/A	03/18/19	03/21/19
Don Harter	3305 Vance	02/3/04	C	100%	15	100,00	100,000	3	N/A	03/11/20	03/12/20
Chris Selby	4827 Miami Shore	10/8/04	R	100%	15	122,900	122,900	0	N/A	03/11/20	03/12/20
Dale Reigelsperger	109 Trace Ct	10/08/04	R	100%	15	110,000	110,000	0	N/A	03/11/20	03/12/20
Earl Brown	3650 Sellars	03/22/05	R	100%	15	128,000	128,000	0	N/A	03/11/20	03/12/20
Dale Reiglesperger	3302 Shoreland	10/27/05	R	100%	15	130,000	130,000	0	N/A	03/11/20	03/12/20
Dale Reiglesperger	103 Johnson Tr	10/16/06	R	100%	15	200,000	200,000	0	N/A	03/11/20	03/10/21
Mike Whitley	101 Johnson Tr	12/17/07	R	100%	15	20,0000	200,000	0	N/A	03/11/20	03/10/21
Scott Rudnik	1924 Amelia W	02/28/19	R	100%	15	210,000	210,000	0	N/A	03/17/25	03/25/25
Shane Cardines	1919 Amelia W	03/07/19	R	100%	15	206,250	206,250	0	N/A	03/17/25	03/25/25
Ron Naudasher	1909 Amelia W	04/05/19	R	100%	15	196,565	196,565	0	N/A	03/17/25	03/25/25

Name/Property Identification	Property Address	Date Project Certified	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment (Real Property)	Total Real Property Investment Subject to Exemption	# Of New Jobs Created	Other Exemptions Involved	Date of Most Recent Housing Council Review	Date of Most Recent Tax Incentive Review Council
Brian Schaffer	1907 Amelia W	04/05/19	R	100%	15	208,870	208,870	0	N/A	03/17/25	03/25/25
Wesley Bloomer	1918 Amelia W	04/05/19	R	100%	15	204,860	204,860	0	N/A	03/17/25	03/25/25
Cheikh Drame	1031 Amelia W	08/07/19	R	100%	15	172,660	172,660	0	N/A	03/17/25	03/25/25
Lamarcia Knight	1899 Amelia W	09/26/19	R	100%	15	193,485	193,485	0	N/A	03/17/25	03/25/25
John Miles IV	1897 Amelia W	10/02/19	R	100%	15	176,875	176,875	0	N/A	03/17/25	03/25/25
Eboni Bowling	1933 Amelia W	11/18/19	R	100%	15	162,990	162,990	0	N/A	03/17/25	03/25/25
Robert Linderman	1928 Amelia W	11/18/19	R	100%	15	199,995	199,995	0	N/A	03/17/25	03/25/25
Jameka McCombs	1916 Amelia W	11/20/19	R	100%	15	221,555	221,555	0	N/A	03/17/25	03/25/25
Richard Weinel	1902 Amelia W	11/21/19	R	100%	15	201,480	201,480	0	N/A	03/17/25	03/25/25
Vernette Boatwright	1921 Amelia W	11/21/19	R	100%	15	197,150	197,150	0	N/A	03/17/25	03/25/25
Valerie Colbert	1929 Amelia W	11/25/19	R	100%	15	164,990	164,990	0	N/A	03/17/25	03/25/25
Jeffrey Garrison	1920 Amelia W	11/25/19	R	100%	15	204,045	204,045	0	N/A	03/17/25	03/25/25
Justin Houston	1906 Amelia W	11/25/19	R	100%	15	203,485	203,485	0	N/A	03/17/25	03/25/25
Shawn Gross	1930 Amelia W	11/25/19	R	100%	15	225,545	225,545	0	N/A	03/17/25	03/25/25
Terry Allen	1917 Amelia W	11/25/19	R	100%	15	192,865	192,865	0	N/A	03/17/25	03/25/25
James Groover	1903 Amelia W	12/02/19	R	100%	15	198,865	198,865	0	N/A	03/17/25	03/25/25
Stephen Walker	1911 Amelia W	12/02/19	R	100%	15	198,575	198,575	0	N/A	03/17/25	03/25/25
James Haddix	1910 Amelia W	12/06/19	R	100%	15	191,075	191,075	0	N/A	03/17/25	03/25/25
Mark McEvily	1937 Amelia W	12/06/19	R	100%	15	215,960	215,960	0	N/A	03/17/25	03/25/25
Mary Corey	1935 Amelia W	12/20/19	R	100%	15	194,990	194,990	0	N/A	03/17/25	03/25/25
Mary Woeste	1913 Amelia W	12/27/19	R	100%	15	195,065	195,065	0	N/A	03/17/25	03/25/25
Dane Jobe	1925 Amelia W	12/27/19	R	100%	15	194,990	194,990	0	N/A	03/17/25	03/25/25
Pirom Timtong	1852 Amelia W	1/6/20	R	100%	15	218,000	218,000	0	N/A	03/17/25	03/25/25
Xiong Wei	1926 Amelia W	2/25/20	R	100%	15	235,000	235,000	0	N/A	03/17/25	03/25/25
Skiesha Rembert	1905 Amelia W	4/7/20	R	100%	15	211,400	211,400	0	N/A	03/17/25	03/25/25
Korie Osner	1916 Bessie Av	4/14/20	R	100%	15	219,600	219,600	0	N/A	03/17/25	03/25/25
Celina Martinez	1919 Bessie Av	4/22/20	R	100%	15	213,600	213,600	0	N/A	03/17/25	03/25/25
James Aktinson	1922 Bessie Av	4/28/20	R	100%	15	183,900	183,900	0	N/A	03/17/25	03/25/25
Maulin Patel	1917 Bessie Av	4/29/20	R	100%	15	213,500	213,500	0	N/A	03/17/25	03/25/25
Ashlee Appleton	1882 Charles ct	6/9/20	R	100%	15	226,600	226,600	0	N/A	03/17/25	03/25/25
Satish Rao	1925 Bessie Av	6/18/20	R	100%	15	219,900	219,900	0	N/A	03/17/25	03/25/25
Christine Smith	1850 Amelia W	6/23/20	R	100%	15	214,400	214,400	0	N/A	03/17/25	03/25/25
Jawann Dewberry	1920 Bessie Av	6/26/20	R	100%	15	203,000	203,000	0	N/A	03/17/25	03/25/25
Allen Cannon	1894 Charles ct	7/6/20	R	100%	15	207,900	207,900	0	N/A	03/17/25	03/25/25
Stephanie Leaman	1875 Amelia W	7/24/20	R	100%	15	201,600	201,600	0	N/A	03/17/25	03/25/25
Mark J. Stewart	1880 Charles ct	8/21/20	R	100%	15	240,200	240,200	0	N/A	03/17/25	03/25/25
Samantha Clipp	1879 Amelia W	8/21/20	R	100%	15	240,300	240,300	0	N/A	03/17/25	03/25/25
Adam Otto	1902 Charles ct	8/25/20	R	100%	15	207,800	207,800	0	N/A	03/17/25	03/25/25
Alex D. Peterson	1853 Amelia W	8/28/20	R	100%	15	223,000	223,000	0	N/A	03/17/25	03/25/25
Austin Eggers	1888 Amelia W	9/3/20	R	100%	15	230,000	230,000	0	N/A	03/17/25	03/25/25

Name/Property Identification	Property Address	Date Project Certified	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment (Real Property)	Total Real Property Investment Subject to Exemption	# Of New Jobs Created	Other Exemptions Involved	Date of Most Recent Housing Council Review	Date of Most Recent Tax Incentive Review Council
Donavan Lewis	1851 Amelia W	9/18/20	R	100%	15	220,400	220,400	0	N/A	03/17/25	03/25/25
Keith L. Bond	1856 Amelia W	10/21/20	R	100%	15	221,000	221,000	0	N/A	03/17/25	03/25/25
Veronica Bullard	1858 Amelia W	11/9/20	R	100%	15	220,900	220,900	0	N/A	03/17/25	03/25/25
Toni Byrd	1861 Amelia W	11/12/20	R	100%	15	198,300	198,300	0	N/A	03/17/25	03/25/25
Tony Lee	109 Johnson Tr	11/11/20	R	100%	15	215,000	215,000	0	N/A	03/17/25	03/25/25
Debra L. Spencer	1863 Amelia W	11/17/20	R	100%	15	198,300	198,300	0	N/A	03/17/25	03/25/25
Melvin C.Holmes	1878 Charles ct	11/18/20	R	100%	15	215,000	215,000	0	N/A	03/17/25	03/25/25
Donald Claggett	1886 Charles ct	11/23/20	R	100%	15	240,000	240,000	0	N/A	03/17/25	03/25/25
David A. Ball	1899 Charles ct	11/23/20	R	100%	15	210,000	210,000	0	N/A	03/17/25	03/25/25
Jennifer K. Wilburn	1849 Amelia W	12/9/20	R	100%	15	227,300	227,300	0	N/A	03/17/25	03/25/25
RaNisha J. Pitts	1876 Charles ct	12/17/20	R	100%	15	251,000	251,000	0	N/A	03/17/25	03/25/25
Robert Cook	1914 Amelia W	12/29/20	R	100%	15	212,900	212,900	0	N/A	03/17/25	03/25/25
D'ecenbre Smith	1854 Amelia W	1/8/21	R	100%	15	211,870	211,870	0	N/A	03/17/25	03/25/25
Catherine Tobon-Ross	1877 Amelia W	1/14/21	R	100%	15	230,260	230,260	0	N/A	03/17/25	03/25/25
Myrickia Cooper	1900 Charles ct	1/15/21	R	100%	15	215,485	215,485	0	N/A	03/17/25	03/25/25
Tamika S. Veal	1886 Amelia W	1/21/21	R	100%	15	230,950	230,950	0	N/A	03/17/25	03/25/25
Dimas Q. Maulana	1855 Amelia W	1/21/21	R	100%	15	239,900	239,900	0	N/A	03/17/25	03/25/25
Joshua Williamson	1897 Charles ct	1/23/21	R	100%	15	237,655	237,655	0	N/A	03/17/25	03/25/25
Joshua Adam Noll	1867 Amelia W	1/27/21	R	100%	15	234,880	234,880	0	N/A	03/17/25	03/25/25
Erich Schroeder	1881 Amelia W	2/3/21	R	100%	15	231,075	231,075	0	N/A	03/17/25	03/25/25
Danielle S. White	1926 Bessie Av	2/4/21	R	100%	15	218,685	218,685	0	N/A	03/17/25	03/25/25
Chris Adam Roberts	1884 Charles ct	2/9/21	R	100%	15	223,685	223,685	0	N/A	03/17/25	03/25/25
Robert L. Cundiff	1903 Charles ct	3/21/21	R	100%	15	234,645	234,645	0	N/A	03/17/25	03/25/25
Michael Ringler	1890 Amelia W	3/30/21	R	100%	15	244,345	244,345	0	N/A	03/17/25	03/25/25
Fabian Pancorbo	1918 Bessie Av	4/26/21	R	100%	15	219,770	219,770	0	N/A	03/17/25	03/25/25
Carmen Torres	1873 Amelia W	4/28/21	R	100%	15	223,545	223,545	0	N/A	03/17/25	03/25/25
David Brown	1859 Amelia W	5/3/21	R	100%	15	223,615	223,615	0	N/A	03/17/25	03/25/25
Harold Moots	1885 Amelia W	5/5/21	R	100%	15	251,220	251,220	0	N/A	03/17/25	03/25/25
Ca'Cherrie Taylor	1883 Amelia W	5/5/21	R	100%	15	233,485	233,485	0	N/A	03/17/25	03/25/25
Jason L. Roach	1884 Amelia W	5/10/21	R	100%	15	232,245	232,245	0	N/A	03/17/25	03/25/25
Damien L. Dewberry	1924 Bessie Av	5/28/21	R	100%	15	240,380	240,380	0	N/A	03/17/25	03/25/25
Kalene Proffitt	1871 Charles ct	5/28/21	R	100%	15	240,455	240,455	0	N/A	03/17/25	03/25/25
Larry Daniels	1871 Amelia W	6/2/21	R	100%	15	266,120	266,120	0	N/A	03/17/25	03/25/25
Jesse Strausbaugh	1882 Amelia W	6/9/21	R	100%	15	239,580	239,580	0	N/A	03/17/25	03/25/25
Tymesha Jackson	1869 Charles ct	6/11/21	R	100%	15	208,055	208,055	0	N/A	03/17/25	03/25/25
Alexander Gardner	1880 Amelia W	6/11/21	R	100%	15	264,900	264,900	0	N/A	03/17/25	03/25/25
JaQuan Dangerfield	1889 Amelia W	6/30/21	R	100%	15	201,680	201,680	0	N/A	03/17/25	03/25/25
Reginald Williams	1923 Bessie Av	6/30/21	R	100%	15	247,550	247,550	0	N/A	03/17/25	03/25/25
Markus L. Moll	1878 Amelia W	7/12/21	R	100%	15	250,795	250,795	0	N/A	03/17/25	03/25/25
Anthony V. James	1865 Amelia W	7/22/21	R	100%	15	212,870	212,870	0	N/A	03/17/25	03/25/25

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Shawn Ray King	1890 Charles ct	7/28/21	R	100%	15	254,045	254,045	0	N/A	03/17/25	03/25/25
Markus Lee	1898 Charles ct	7/28/21	R	100%	15	226,540	226,540	0	N/A	03/17/25	03/25/25
Christopher Harper	1896 Charles ct	7/30/21	R	100%	15	222,570	222,570	0	N/A	03/17/25	03/25/25
Sukhdev Singh	1869 Amelia W	7/30/21	R	100%	15	258,645	258,645	0	N/A	03/17/25	03/25/25
Robin Fancher	1895 Amelia W	8/5/21	R	100%	15	243,930	243,930	0	N/A	03/17/25	03/25/25
Heather Bowling	1892 Charles ct	9/15/21	R	100%	15	253,175	253,175	0	N/A	03/17/25	03/25/25
Yadira Mendoza	1887 Amelia W	9/23/21	R	100%	15	242,535	242,535	0	N/A	03/17/25	03/25/25
										03/17/25	03/25/25
Kenneth Thomas	5005 Wright W	8/10/21	R	100%	15	224,990	224,990	0	N/A	03/17/25	03/25/25
Loretta Kaiser	6026 Aviation t	8/27/21	R	100%	15	238,080	238,080	0	N/A	03/17/25	03/25/25
Kenneth Lim	5011 Wright W	9/1/21	R	100%	15	223,180	223,180	0	N/A	03/17/25	03/25/25
Brad Nelson	6006 Aviation t	9/8/21	R	100%	15	238,285	238,285	0	N/A	03/17/25	03/25/25
Jessica VanDemark	5015 Wright W	10/4/21	R	100%	15	211,180	211,180	0	N/A	03/17/25	03/25/25
Dominick Wise	5023 Wright W	10/11/21	R	100%	15	243,285	243,285	0	N/A	03/17/25	03/25/25
Tyler D. Brown	5019 Wright W	10/18/21	R	100%	15	235,730	235,730	0	N/A	03/17/25	03/25/25
Kyle S. Burns	5004 Wright W	11/6/21	R	100%	15	255,000	255,000	0	N/A	03/17/25	03/25/25
Wesley Harbison	6024 Aviation t	11/11/21	R	100%	15	245,625	245,625	0	N/A	03/17/25	03/25/25
Nicole E. Griffith	6007 Aviation t	11/18/21	R	100%	15	256,185	256,185	0	N/A	03/17/25	03/25/25
Hector L.G. Cruz	6003 Aviation t	11/30/21	R	100%	15	236,185	236,185	0	N/A	03/17/25	03/25/25
Alexander S. Torres	6009 Aviation t	11/30/21	R	100%	15	236,985	236,985	0	N/A	03/17/25	03/25/25
Benica L. Bledsoe	5016 Wright W	12/22/21	R	100%	15	263,280	263,280	0	N/A	03/17/25	03/25/25
Joan M. Sanchez	6016 Aviation t	12/29/21	R	100%	15	228,000	228,000	0	N/A	03/17/25	03/25/25
										03/17/25	03/25/25
John Hill	5024 Wright W	1/25/22	R	100%	15	238,990	238,990	0	N/A	03/17/25	03/25/25
Billie Marie Simon	5006 Wright W	2/15/22	R	100%	15	231,015	231,015	0	N/A	03/17/25	03/25/25
Tatiana Gonzales	6005 Aviation t	3/1/22	R	100%	15	237,000	237,000	0	N/A	03/17/25	03/25/25
Nathan Nicely	5029 Wright W	4/28/22	R	100%	15	253,000	253,000	0	N/A	03/17/25	03/25/25
Xixin Wang	5020 Wright W	4/28/22	R	100%	15	210,830	210,830	0	N/A	03/17/25	03/25/25
Davon Singleton	5010 Wright W	4/28/22	R	100%	15	220,030	220,030	0	N/A	03/17/25	03/25/25
Kurtis Boyd	5008 Wright W	4/28/22	R	100%	15	251,185	251,185	0	N/A	03/17/25	03/25/25
Richard Noel	6001 Aviation t	4/28/22	R	100%	15	244,175	244,175	0	N/A	03/17/25	03/25/25
Anthony James	6019 Aviation t	4/28/22	R	100%	15	216,985	216,985	0	N/A	03/17/25	03/25/25
Dung Nguyen	6010 Aviation t	4/28/22	R	100%	15	215,385	215,385	0	N/A	03/17/25	03/25/25
Chahat Sunilkumar	5001 Wright W	7/5/22	R	100%	15	220,165	220,165	0	N/A	03/17/25	03/25/25
Daniel Preuett	5021 Wright W	7/5/22	R	100%	15	254,575	254,575	0	N/A	03/17/25	03/25/25
Santosh Raja	5025 Wright W	7/26/22	R	100%	15	229,080	229,080	0	N/A	03/17/25	03/25/25
Sebastian Barbosa	5022 Wright W	7/5/22	R	100%	15	241,985	241,985	0	N/A	03/17/25	03/25/25
Ahmed Alkawaz	5018 Wright W	7/5/22	R	100%	15	221,615	221,615	0	N/A	03/17/25	03/25/25
Russell Clark	5012 Wright W	7/5/22	R	100%	15	243,525	243,525	0	N/A	03/17/25	03/25/25
Kenitha Burns	6013 Aviation t	7/26/22	R	100%	15	246,185	245,185	0	N/A	03/17/25	03/25/25

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Roy Monk	6021 Aviation t	7/26/22	R	100%	15	259,885	259,885	0	N/A	03/17/25	03/25/25
Ronald Blake	6018 Aviation t	7/5/22	R	100%	15	232,675	232,675	0	N/A	03/17/25	03/25/25
Guillermo Cameron	6014 Aviation t	7/28/22	R	100%	15	215,970	215,970	0	N/A	03/17/25	03/25/25
Albert Ramirez	6002 Aviation t	7/26/22	R	100%	15	253,000	253,000	0	N/A	03/17/25	03/25/25
Heng Jin Huang	5007 Wright W	10/17/22	R	100%	15	231,190	231,190	0	N/A	03/17/25	03/25/25
Dieu Nguyen	5009 Wright W	10/17/22	R	100%	15	241,465	241,465	0	N/A	03/17/25	03/25/25
Brian Singer	5013 Wright W	10/17/22	R	100%	15	224,330	224,330	0	N/A	03/17/25	03/25/25
Amy Daniels	6017 Aviation t	10/17/22	R	100%	15	252,000	252,000	0	N/A	03/17/25	03/25/25
Wesley Carter	6023 Aviation t	10/17/22	R	100%	15	253,980	253,980	0	N/A	03/17/25	03/25/25
Jerod Osterberg	6000 Aviation t	10/17/22	R	100%	15	224,585	224,585	0	N/A	03/17/25	03/25/25
Hung Dang	5002 Wright W	10/17/22	R	100%	15	229,990	229,990	0	N/A	03/17/25	03/25/25
Argelys Martinez	6022 Aviation t	11/3/22	R	100%	15	203,385	203,385	0	N/A	03/17/25	03/25/25
Devery Manier	6020 Aviation t	11/3/22	R	100%	15	258,935	258,935	0	N/A	03/17/25	03/25/25
	5003 Wright W										
	5027 Wright W										
	5026 Wright W										
	5014 Wright W										
	6011 Aviation t										
	6015 Aviation t										
	6012 Aviation t										
	6008 Aviation t										
	5000 Wright W										
Tony Lee	107 Payne Pl	3/13/23	R	100%	15	225,000	225,000	0	N/A	03/17/25	03/25/25
TOTAL											

	City Manager	March 31, 2025
Signature	Title	Date

Ohio Community Reinvestment Area (CRA) Program

2025 CRA Status Report (2024 review)

CRA Number: 2 (Post 1994)

Date Certified:

Name of Jurisdiction: City of Moraine

County: Montgomery

Name/Property Identification	Parcel Number	Site Address	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment (Real Property)	Total Investment Eligible for Exemption	Date of Most Recent Housing Council Review	Date of Most Recent TIRC	Current Status
South Broad Co.	J44-28210-0002	2621 Dryden Rd.	3/1/1985	100%	15	\$2,157,450	\$2,157,450	3/13/2012	3/13/2012	Expired
Danis Properties Co. Inc.	J44-28210-0003	2912 Springboro West	2/27/1986	100%	15	\$3,200,000	\$3,200,000	3/13/2012	3/13/2012	Expired
Kettering/Dayton Operatin	J44-04103-0219	3033 Kettering Blvd.	10/12/1986	100%	15	\$2,107,140	\$2,107,140	3/13/2012	3/13/2012	Expired
Kettering/Dayton Operatin	J44-04103-0222	3055 Kettering Blvd.	10/12/1986	100%	15	\$4,949,490	\$4,949,490	3/13/2012	3/13/2012	Expired
Deuer, Joesph	J44-04101-0213	2750 Viking Ln.	12/4/1986	100%	15	\$700,000	\$700,000	3/13/2012	3/13/2012	Expired
Miller Valentine	J44-21019-0001	4000 Center Court	2/5/1987	100%	15	\$809,120	\$809,120	3/13/2012	3/13/2012	Expired
L&Cee Enterprises, Inc.	J44-1210-13-0099	4530 South Dixie Dr.	3/5/1987	100%	15	\$99,030	\$99,030	3/13/2012	3/13/2012	Expired
Treasure Island, Inc.	J44-1209-10-0002	4250 Chief Woods Ln.	4/29/1987	100%	12	\$102,780	\$102,780	3/13/2012	3/13/2012	Expired
Moraine One Partnership	J44-28209-0001	3445 Dixie Dr.	12/11/1987	100%	15	\$787,410	\$787,410	3/13/2012	3/13/2012	Expired
Will-Con Corp.	J44-04103-0061	3176 Kettering Blvd.	5/23/1988	100%	15	\$535,290	\$535,290	3/13/2012	3/13/2012	Expired
Cali, Ross A.	J44-1282-02-0049	4998 Springboro Pike	6/23/1988	100%	12	\$55,770	\$55,770	3/13/2012	3/13/2012	Expired
Grant-Higgins Properties	J44-04103-0027	3171 Dixie Dr.	6/24/1988	100%	15	\$877,918	\$877,918	3/13/2012	3/13/2012	Expired
Morris, Gaile (M&R Packing)	J44-04103-0116	1881 Southtown Blvd.	10/9/1988	100%	12	\$118,335	\$118,335	3/13/2012	3/13/2012	Expired
HGCPC, Inc.	J44-04105-0121	2400 East River Rd.	11/15/1988	100%	15	\$27,300	\$27,300	3/13/2012	3/13/2012	Expired
Millat, Herbert and Dorothy	J44-1210-14-0003	East Central Ave. Millat Commercial Subdivision	3/15/1989	100%	15	\$105,000	\$105,000	3/13/2012	3/13/2012	Expired
Moraine Partners LTD	J44-282-14-0001	2003 Springboro West	5/23/1989	100%	15	\$1,270,410	\$1,270,410	3/13/2012	3/13/2012	Expired
Moraine Partners LTD	J44-282-14-0002	2002 Springboro West	5/23/1989	100%	15	\$982,380	\$982,380	3/13/2012	3/13/2012	Expired
East River Road Co.	J44-04106-0094	4200 East River Road	8/22/1989	100%	12	\$19,740	\$19,740	3/13/2012	3/13/2012	Expired
Encrete Investment Co. Inc.	J44-04103-0069	2360 Dorothy Ln.	8/22/1989	100%	15	\$1,292,760	\$1,292,760	3/13/2012	3/13/2012	Expired
McCarroll, Clarence	J44-0401-0015	2300 Arbor Blvd.	9/6/1989	100%	12	\$4,000	\$4,000	3/13/2012	3/13/2012	Expired
WinWholesale	J44-04103-0239	3110 Kettering Blvd.	9/10/1989	100%	15	\$1,050,000	\$1,050,000	3/13/2012	3/13/2012	Expired
Deuer, Joesph	J44-04103-0226	3314 Encrete Ln.	12/11/1989	100%	15	\$179,000	\$179,000	3/13/2012	3/13/2012	Expired
Swisher, James	J44-20904-0068	2860 Holman Ave.	12/15/1989	100%	12	\$21,420	\$21,420	3/13/2012	3/13/2012	Expired
D&K Land Development	J44-04103-0234	3066 Kettering Blvd.	1/1/1990	100%	15	\$303,360	\$303,360	3/13/2012	3/13/2012	Expired
Miller Valentine	J44-04101-0007	2350 Dryden Rd.	2/6/1990	100%	15	\$1,897,140	\$1,897,140	3/13/2012	3/13/2012	Expired
Anderson, Robert & Gayle	J44-1210-12-0018	4600 Dixie Dr.	3/9/1990	100%	12	\$99,000	\$99,000	3/13/2012	3/13/2012	Expired
Gray Properties	J44-21020-0001	3050 Dryden Rd.	3/9/1990	100%	15	\$1,500,000	\$1,500,000	3/13/2012	3/13/2012	Expired
Tanner, Robert	J44-28219-0001	2238 East River Rd.	3/16/1990	100%	15	\$275,000	\$275,000	3/13/2012	3/13/2012	Expired
Martin, Ben	J44-04104-0072	2021 Dorothy Ln.	1/7/1991	100%	15	\$200,000	\$200,000	3/13/2012	3/13/2012	Expired
McCarroll, Clarence	J44-04101-0088	2140 Arbor Blvd.	11/12/1991	100%	15	\$296,630	\$296,630	3/13/2012	3/13/2012	Expired
Millat, Herbert	J44-121014-0004	4796 S. Dixie Dr.	4/27/1992	100%	15	\$77,000	\$77,000	3/13/2012	3/13/2012	Expired
JNN Investments	J44-04103-0176	1900 Southtown Blvd.	3/18/1993	100%	12	\$55,125	\$55,125	3/13/2012	3/13/2012	Expired
Moraine Drive Thru	J44-1210-06-0041	2901 Sellars Rd.	8/16/1993	100%	15	\$4,500	\$4,500	3/13/2012	3/13/2012	Expired
General Motors	J44-2641-12-0001	4000 Springboro Pike	10/24/1994	100%	15	\$39,000,000	\$39,000,000	3/13/2012	3/13/2012	Expired
SF Realty (Moraine Business Center)	J44-04103-0217	2400 Dorothy Ln.	12/16/1994	100%	12	\$6,000,000	\$6,000,000	3/13/2012	3/13/2012	Expired
Moorhead, Michael N.	J44-04101-0189	2750 & 2752 Springboro Pike	5/2/1995	100%	12	\$700,000	\$700,000	3/13/2012	3/13/2012	Expired

Ohio Community Reinvestment Area (CRA) Program

2025 CRA Status Report (2024 review)

CRA Number: 2 (Post 1994)

Name of Jurisdiction: City of Moraine

Date Certified:

County: Montgomery

Name/Property Identification	Parcel Number	Site Address	Date Project Certified	Percent of Exemption	Term of Exemption	Total Project Investment (Real Property)	Total Investment Eligible for Exemption	Date of Most Recent Housing Council Review	Date of Most Recent TIRC	Current Status
Cambell Partnership (Wayside Collision)	J44-1264-10-0006	2645 Alex-Bell Rd.	5/9/1995	100%	15	\$500,000	\$500,000	3/13/2012	3/13/2012	Expired 2010
Dovetree Apartments, C.P.	J44-1264-07-0002	5480 Dovetree Blvd.	6/29/1995	100%	15	\$5,250,000	\$5,250,000	3/13/2012	3/13/2012	Expired 2010
The T.D. Smith Co.	J44-1264-11-0019	5285 Cobblegate Dr.	6/29/1995	100%	15	\$137,000	\$137,000	3/13/2012	3/13/2012	Expired 2010
Moraine Storage Inns of America	J44-1264-10-0004	2651 West Alex-Bell Rd.	7/20/1995	100%	15	\$500,000	\$500,000	3/13/2012	3/13/2012	Expired 2010
The Siebenthaler Co. (Fazoli's)	J44-1264-11-0009	5230 Cobblegate Dr.	11/15/1995	100%	15	\$540,000	\$540,000	3/13/2012	3/13/2012	Expired 2010
Miller Valentine Mid States Industrial Complex	J44-04105-0116	2574-2588 East River Rd.	3/1/1996	100%	12	\$2,242,600	\$2,242,600	3/13/2012	3/13/2012	Expired
MCK Real Estate CP (Budget Car Sales)	J44-1264-10-0007	2631 Alex-Bell Rd.	11/21/1996	100%	15	\$1,000,000	\$1,000,000	3/13/2012	3/13/2012	Expired 2011
Deuer, Joseph	J44-04103-0161	3506 Encrete Ln.	12/11/1996	100%	15	\$734,000	\$734,000	3/13/2012	3/13/2012	Expired 2011
Reilich, Richard & Amy (Foreign Exchange)	J44-264-11-0022	5269 Cobblegate Dr.	12/11/1996	100%	15	\$510,000	\$510,000	3/13/2012	3/13/2012	Expired 2011
Dayton Office Properties	J44-04105-0134	2211 Arbor Blvd.	1/28/1997	100%	15	\$1,850,730	\$1,850,730	3/14/2013	3/15/2013	Expired 2012
The Seven Valley Corp. (Cellar)	J44-1264-11-0015	5238 Cobblegate Dr.	2/7/1997	100%	15	\$550,000	\$550,000	3/14/2013	3/15/2013	Expired 2012
General Motors Model Change	J44-26413-0001	2601 W. Stroop	1/1/1998	100%	15	\$65,000,000	\$65,000,000	3/14/2013	3/15/2013	Cancelled
Alex-Bell Plaza	J44-1-264-07-0008	2737 W.Alex Bell Rd.	5/13/1999	100%	15	\$1,800,000	\$1,800,000	3/14/2013	3/15/2013	Expired 2014
The Seven Valley Corp.	J44-1264-11-0014	5400 Cobblegate Dr.	5/13/1999	100%	15	\$874,400	\$874,400	3/14/2013	3/15/2013	Expired 2014
Batelle & Batelle LLP	J44-04103-0087	2000 West Dorothy Ln.	6/10/1999	100%	15	\$2,000,000	\$2,000,000	3/14/2013	3/15/2013	Expired 2014
Quillen Herman	J44-1041-11-0028	3760 Sellers Rd.	12/20/1999	100%	15	\$36,691	\$36,691	3/14/2013	3/15/2013	Expired 2014
Montgomery, Charley	J44-20901-0066	2601 Cadillac St.	7/10/2000	100%	15			3/16/2014	3/22/2016	Expired 2015
DMAX	J44-4106-0020	3100 Dryden Rd.	12/12/2001	100%	15	\$5,000,000	\$5,000,000	3/21/2016	3/22/2016	Expired 2018
DTE Energy - GM	J44-26413-001	2601 W. Stroop Rd.	1/11/2002	100%	5	\$1,600,000	\$1,600,000	3/14/2013	3/15/2013	Cancelled
Oberer Development	J44-04105-0102	2800 E. River Rd.	12/13/2003	100%	12	\$700,000	\$700,000	3/21/2016	3/22/2016	Expired 2015
Interior Supply	J44-041-01-0013	2655 Viking Lane	9/29/2004	100%	7	\$850,000	\$850,000	3/21/2013	3/15/2013	Expired 2012
Globe Food	J44-041-05-0001	2215 East River Rd.	5/23/2005	100%	7	\$1,000,000	\$1,000,000	3/14/2013	3/15/2013	Expired 2012
AcuTemp	J44-041-07-0032	3014 Dryden Road	9/10/2006	100%	15	\$1,600,000	\$1,600,000	3/14/2022	3/14/2022	Expired 2022
ThreeBond	J44228226 0003	101 Daruma Pkwy	9/15/2008	100%	15	\$2,100,000	\$2,100,000	3/18/2024	3/14/2024	Expired 2024
Heidelberg	J44-04106-0010	3601 Dryden Road	3/1/2013	100%	15	\$21,000,000	\$21,000,000	3/17/2025	3/25/2025	Filed in 2013
Deuer	J44-041030247	3434 Encrete Lane	7/12/2013	100%	4	\$350,000	\$350,000	3/19/2019	3/21/2019	Expired 2019
Weiler Welding	J44-04101-0027 and J44	2400 Sandridge Dr	12/3/2012	100%	12	\$2,900,000	\$2,900,000	3/17/2025	3/25/2025	Filed in 2013
Fuyao	J44-26413--0023	2801 Stroop Road	7/12/2015	100%	15	\$3,300,000	\$3,300,000	3/17/2025	3/25/2025	Filed in 2015
R&J Trucking	J441-26413-0020/ 00	3700 Dryden Road	1/26/2015	100%	8	\$750,000	\$2,900,000	3/18/2024	3/14/2024	Expired 2024
MedVets	J44-04105-0135	2714 Springboro West	6/6/2016	100%	10	\$3,600,000	\$3,600,000	3/17/2025	3/25/2025	Filed in 2016
Tyler Technology	J44-21019-0001	1 Tyler Way	1/24/2020	100%	10	\$10,000,000	\$8,000,000	3/17/2025	3/25/2025	Filed 2019
Fuyao	J44-26413--0023	2801 Stroop Road	4/16/2023	100%	12	\$46,000,000	\$46,000,000	3/17/2025	3/25/2025	Filed in 2023
Shearer's	J44-26413--0003	4100 Springboro	12/6/2024	75%	10	\$15,575,000	\$15,575,000	3/17/2025	3/25/2025	Filed in 2024/25

COMMUNITY REINVESTMENT AREA ANNUAL REVIEW COMMENTS & FINDINGS FOR POST 1994 CRA AGREEMENTS



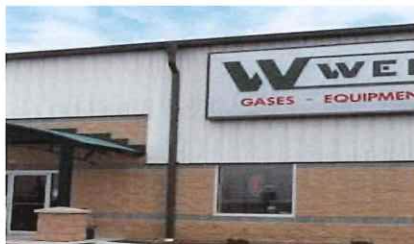
THREEBOND

Threebond pledged to create approximately 70 jobs over 36 months. Threebond also pledged \$2.1 million in real property. As of December 31, 2024 Threebond has exceeded their investment pledge with an investment of \$2.3 million. Permanent job creation is at 19. It is worthy to note that there are also 24 temps for a total of 43. **Agreement has expired.**



HEIDELBERG DISTRIBUTING

Heidelberg pledged to retain approximately 270 jobs and create another 20. Additionally, Heidelberg pledged \$21 million in real property. As of December 31, 2024 Heidelberg has exceeded their investment pledge by \$10 million and job creation was at 479.



WEILER WELDING – Air Gas

Weiler pledged to retain 25 positions and create (relocate) approximately 25 additional corporate jobs. Weiler also pledged \$2.9 million in real property. As of December 31, 2024 Weiler has exceeded their investment pledge (\$3.9 million) and has retained/created a total of 74 jobs (up 3).



FUYAO

Fuyao pledged to create 800 jobs and invest well in excess of \$3 million in real property. As of December 31, 2024, Fuyao has exceeded the real property pledge and employs 2,115 (an increase from 2023). Fuyao continues to positively increase employment.



MEDVETS

Medvets pledged to retain approximately 85 jobs and invest \$3.6 million in real property improvements. As of December 31, 2024, MedVet has 127 employees, which is down 30 from year end 2023. Employment fluctuates a little between their Dayton and Cincinnati locations. Investment is over \$5.2 million.



TYLER TECHNOLOGIES

Tyler Technologies has proposed to invest over \$8 Million in a 40,000 square foot expansion. Tyler also commits to add 225 new jobs over a 3-year period. As of December 31, 2024, they are employing 107 (321 in Ohio) and investment is at \$10 million. Construction completed in 2020. Secured additional tenants (One 10, Cyber Secure, Navia)



FUYAO

Fuyao pledged to create 500 jobs and invest \$46 million in real property. As of December 31, 2024, Fuyao's real property construction pledge was just completed. The job creation is underway and has a three-year period.

2024 Filing

SHEARER'S

Shearer's pledged to create 250 jobs over a three-year period and invest \$15.75 million in real property. As of December 31, 2024, the facility renovations are still under construction.





City of Moraine

Community Reinvestment Housing Council

DATE: Monday March 17, 2025

TIME: 4:30 P.M.

PLACE: Moraine Payne Rec Center

Members:

Mr. Tommy Watts, Resident
Mr. Caleb Stapleton, Resident
Ms. Erica Grooms, Resident
Mr. Kevin Howard, Resident

Also Present: Michael Davis, City Manager, City of Moraine

Introductions

Mr. Davis called the meeting to order at 4:35 p.m. Introductions were made and a brief discussion ensued about CRHC's responsibilities and the 2024 review.

Election of Officers

Mr. Davis asked for a motion to appoint a Chairperson. Ms. Grooms made said motion to appoint Mr. Stapleton as Chairperson. Motion carried. A motion was then made by Mr. Watts to appoint Ms. Grooms as Vice-Chair and motion carried.

Annual Review of the Community Reinvestment Area (CRA) No's 1 & 2

Mr. Davis provided an extended history and overview of the Community Reinvestment Areas #1 and #2 along with the requirements for acquiring abatement through the CRA program. CRA #1 has one hundred and thirty-four (134) active agreements and covers all land area west of the river. CRA #2, which has seven (7) active abatements as of 2024, includes all property east of

the river. One of the approved abatements is still under construction and is related to the Shearer's investment.

Mr. Davis shared that most of the recent pre-94 CRA 1 abatements are related to the NCA Pinnacle Ridge and Wright Landing developments which still collect taxes to cover the development costs of the new subdivisions.

Mr. Davis asked for a motion to accept continuance of all CRA's in CRA 1. Mr. Stapleton made said motion and Mr. Watts seconded. Motion carried.

The CRA 2 agreements in compliance include Heidelberg, Weiler (Airgas), Fuyao, MedVets, and Tyler Technologies. Mr. Davis shared that the Tyler Technologies CRA is in compliance as there are additional jobs from new tenants. Mr. Davis asked for a motion to accept continuance of the six (6) applicable agreements. Mr. Stapleton made said motion and Mr. Howard seconded. Motion carried.

Mr. Davis noted that the second Fuyao CRA investment was just recently completed and there is a three-year hiring window. Mr. Davis also shared that the Shearer's CRA is still under construction. Mr. Davis also informed the CRHC that the Threebond CRA expired during 2024.

In general discussion, Mr. Davis gave an update on Shearer's, Fuyao, and WinSupply. Discussion also included an update on a few retail/restaurant businesses and other redevelopment properties.

With no further business, Mr. Stapleton made said motion to adjourn the meeting at 5:10 p.m. Motion carried.

Michael Davis
City Manager
Community Housing Officer

A Resolution approving and accepting the annual report of the Tax Incentive Review Council (TIRC).

Department: Administration

Request: Action Item

Item Background and Purpose:

This is a housekeeping item in which legislation is needed to accept the annual reports for the CHRC (Community Reinvestment Housing Council) and the TIRC (Tax Incentive Review Council).

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

RECORD OF RESOLUTIONS		
	Resolution No. 8145-25	Passed March 27, 2025
A RESOLUTION APPROVING AND ACCEPTING THE ANNUAL REPORT OF THE TAX INCENTIVE REVIEW COUNCIL (TIRC). NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MORaine, STATE OF OHIO: <u>SECTION 1:</u> The Council for the City of Moraine, Ohio has reviewed and hereby adopts and approves the 2024 annual report of the Tax Incentive Review Council (TIRC). <u>SECTION 2:</u> That the Clerk be and is hereby directed to forward a certified copy of this Resolution to the City Manager and Finance Director. <u>SECTION 3:</u> That this Resolution shall take effect and be in full force and effect from and after the date of its passage.		