
Regular Council Meeting



Agenda

6:00 PM September 25, 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. Special City Council Meeting Minutes - September 11, 2025
 - 2. Regular City Council Meeting Minutes - September 11, 2025
- D. Special Presentations

II. Public Hearings

- A. R-03-2025 - Zoning District Change from R-2 to B-1 at 6844 Germantown Pike and Additional Land
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - R-03-2025 - Zoning District Change from R-2 to B-1 at 6844 Germantown Pike and Additional Land
- B. TA-02-2025 - MCO 521.07 Fences
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-02-2025 - MCO 521.07 Fences
- C. TA-03-2025 - MCO 1181.04 Standards for Accessory Buildings and Uses in Residential and Agricultural Districts
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-03-2025 - MCO 1181.04 Standards for Accessory Buildings and Uses in Residential and Agricultural Districts
- D. TA-04-2025 - MCO 1181.05 Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-04-2025 - MCO 1181.05 Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts

- E. TA-06-2025 - New MCO Section "Mobile Food Vendors"
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-06-2025 - New MCO Section "Mobile Food Vendors"
- F. TA-07-2025 - MCO 1412.02 Parking, Introduction of Gravel Pads and Provisions
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-07-2025 - MCO 1412.02 Parking, Introduction of Gravel Pads and Provisions
- G. TA-08-2025 - MCO 505.08 Cruelty to Animals
 - 1. Open Public Hearing
 - 2. Staff Report
 - 3. Opponents/Proponents
 - 4. Close Public Hearing - TA-08-2025 - MCO 505.08 Cruelty to Animals

III. Reports from the Following

- A. Finance Committee
- B. Finance Director
 - 1. August 2025 Finance Director Report
- C. Committee of the Whole
- D. City Manager
 - 1. City Manager's Report — September 25, 2025
- E. Law Director
- F. Mayor

IV. Guest Speakers - None

V. Business - None

VI. Persons Appearing Before Council

VII. Any Other Business

VIII. Executive Session

IX. Adjournment

RECORD OF PROCEEDINGS

Minutes of City Council

Held September 11, 2025

Special Meeting Call to Order

Meeting called to order at 5:06 PM.

Roll Call

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

Staff Attendance: Michael Davis, City Manager; Aaron Vietor, Public Information Officer

Business

Board and Commission Applicant Interviews

Any Other Business - None

Executive Session

Mayor Murphy adjourned the meeting into Executive Session to consider the appointment of a commission member at 5:07 PM.

Mayor Murphy reconvened the meeting at 5:56 PM.

Adjournment

Mayor Murphy stated there is no other business to follow the Executive Session. The meeting adjourned at 5:58 PM.

RECORD OF PROCEEDINGS

Minutes of City Council

Held September 11, 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	Present
Dave Miller	Ward 2	Present
Shirley Whitt	Ward 3	Present
Jeanette Marcus	Ward 4	Present

Staff Attendance:

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

Pledge of Allegiance

Mayor Murphy led the Pledge of Allegiance.

Law Director Martina Dillon requested a motion appointing Aaron Vietor as Acting Clerk of Council.

Mr. Daugherty moved to appoint Mr. Vietor Acting Clerk of Council.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Mike Daugherty
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

Approval of Minutes

Special City Council Meeting Minutes - August 21, 2025

Mayor Murphy asked if there were any changes or corrections to the August 21, 2025, Special Council meeting minutes. Hearing none, the minutes were approved as submitted.

Regular City Council Meeting Minutes - August 28, 2025

Mayor Murphy asked if there were any changes or corrections to the August 28, 2025, Regular Council meeting minutes. Hearing none, the minutes were approved as submitted.

Special Presentations

Oath of Office - Firefighter/EMT Allison Clark

RECORD OF PROCEEDINGS

Minutes of City Council

Held September 11, 2025

Mayor Murphy administered the Oath of Office to Firefighter/EMT Allison Clark.

Deputy Chief Michael Guadagno said Ms. Clark began her journey with little knowledge of the craft. He stated Ms. Clark credits her father's guidance teaching her to listen carefully, work hard, and believe she can do anything as a foundation for her growth in the Fire service.

Reports from the Following

Finance Committee

No report.

Finance Director

Finance Director Annetta Williams reported staff has been working eagerly on budgets so budget documents can be presented to Council next month.

Committee of the Whole

Ms. Marcus noted the last Committee of the Whole meeting was on August 28, 2025. She reported there would be a meeting this evening.

City Manager

City Manager's Report - September 11, 2025

City Manager Michael Davis said the budget meeting with Council has been scheduled for October 21, 2025, at 11:00 a.m. He also noted there have been inquiries regarding the activity adjacent to Heidelberg. He said Heidelberg is building dock doors on the south side of the building and installing a parking lot. He said he looks forward to seeing the final product. He said there have been questions regarding gravel and drive approaches on Dryden Road regarding Phillips concrete. He said the Community Development Department and the City Engineer are working with Phillips to make sure the work is completed.

Law Director

No report.

Mayor

Mayor Murphy requested a moment of silence for the victims of 9/11.

Guest Speakers - None

Business

Ordinances

2195-25 An Ordinance to amend Moraine Codified Ordinance Section 159.01 entitled “Competitive Bidding”.

Ms. Marcus reported this Ordinance allows the City Manager to authorize emergency expenditures up to \$100,000.00. She stated this is the second reading of this legislation. Ms. Marcus moved to approve.

RECORD OF PROCEEDINGS

Minutes of City Council

Held September 11, 2025

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Jeanette Marcus
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

2199-25 An Ordinance to make supplemental appropriations for current expenses and other expenditures of the City of Moraine, State of Ohio for the period January 1, 2025, to December 31, 2025, and declaring an emergency.

Mr. Miller said this Ordinance allows for supplemental appropriations in the amount of \$186,345.00 for the 2026 South Dixie Drive Phase 2 project. He noted that this legislation also includes a request for additional budget in the General Fund to transfer \$186,345.00 from the General Fund to the Capital Improvement Fund to support the project. Mr. Miller moved to suspend the rules to allow for the second reading and final adoption at this meeting.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

Mr. Miller moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Dave Miller
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

Resolutions

8174-25 A Resolution authorizing the City of Moraine, Ohio to participate in national opioid settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, And Zydus and further authorizing the City Manager, on behalf of the City of Moraine, Ohio, to execute and deliver settlement participation forms and further authorizing the City Manager to execute necessary documentation for participation in said opioid settlements.

Mr. Burchett said this legislation authorizes the City Manager to execute and deliver settlement participation forms and any necessary documentation for participation in said national opioid settlements. Mr. Burchett moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Donald Burchett
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

8175-25 A Resolution authorizing the Ohio Department of Transportation to undertake resurfacing of specified roadway within the City of Moraine and known as the MOT S.

RECORD OF PROCEEDINGS

Minutes of City Council

Held September 11, 2025

Dixie RSF Ph. 2 Resurfacing Project (PID No. 121588).

Mr. Daugherty stated this Resolution authorizes ODOT's resurfacing project of South Dixie Drive to consist of pavement repair, planing, and resurfacing from Hoyle Place to West Dorothy Lane with approval of 35 percent of the costs in the amount of \$186,345.00. Mr. Daugherty moved to approve.

RESULT: Passed (*Yes 7, No 0, Abstained 0*)
MOVER: Mike Daugherty
AYES: Teri Murphy, Ora Allen, Mike Daugherty, Dave Miller, Shirley Whitt, Jeanette Marcus, Donald Burchett
NAYS: None
ABSTAIN: None

Voice Vote

Persons Appearing Before Council

Mrs. Alicia Hicks of 4107 South Dixie Drive discussed the trees being cut down between the streets and sidewalks in her neighborhood. She said some of the trees are older than the City of Moraine, and they provide an immense amount of shade. She talked about many benefits of keeping the trees, including health benefits. She noted it will take decades to replace the trees. She questioned the rationale of the decision to remove the trees. She said other cities have adopted Ordinances that recognize older trees as community assets, and she thinks the City of Moraine should also.

Mr. Tom Hicks of 4107 South Dixie Drive asked if much research was done before Shearer's Foods moved in? He said the last factory blew up. He discussed the corn processing smell. He asked what type of protections are being put in place? He stated he has safety and nuisance concerns.

Parks and Recreation Director Brent Shane recognized three part-time staff members: Debbie Burress, who has been with the City of Moraine for twenty years and will be retiring in December; Valerie Bell, who has been with the City of Moraine for twenty-seven years; and Carolyn Brooks who will be hitting her twenty-five-year mark in a few weeks. He noted it is remarkable to have such commitment from part-time employees. He said after the tragedies that happened yesterday and today being 9/11 it is near and dear to his heart because of what he has done and when he served. He said he would like to pray for the Kirk family and the 9/11 victims and their families.

Any Other Business

Mrs. Allen reported that the Moraine Senior Citizens are having an Open House on Wednesday, September 17, 2025, at the Gerhardt Civic Center. She invited anyone 55 years of age and older to attend.

Mrs. Whitt said she received an education on trees and thanked Mrs. Hicks for bringing information to Council.

Mr. Miller congratulated Ms. Clark on her position as a new City of Moraine Firefighter/EMT.

Mayor Murphy congratulated Ms. Clark also. She expressed her condolences to the family of Mr. Parks, her neighbor. She reported she attended the Mayors and Managers Dinner last evening in Centerville at Benham's Grove. She noted she was appointed to the Executive Board of the Mayors and Managers of Montgomery County and Greene County. She congratulated the

RECORD OF PROCEEDINGS

	Minutes of City Council	Held September 11, 2025	
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part-time Payne Recreation Center and Gerhardt Civic Center employees on their many years of service. She thanked the Miami Valley Communications Council for broadcasting this meeting live as well as any future rebroadcasts.

Executive Session

Adjournment

Meeting adjourned at 6:26 PM.

R-03-2025 - Zoning District Change from R-2 to B-1 at 6844 Germantown Pike and Additional Land

Department: Community Development

Request: Presentation

Item Background and Purpose:

Zoning District Change Request for the 6844 Germantown Pike Property and additional land totaling 1.5 acres. From R-2 to B-1

Attachments:

1. September 25 Staff Report
2. R-03-2025 Legal Notice
3. 2025-07-31_RezoningExhibit CORRECTED ZONING
4. Scanned Application
5. Property Owners
6. R-03-2025 Legal Notice to 200' Neighbors
7. CURRENT ZONING MAP
8. FUTURE LAND USE MAP
9. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps
10. A4 Real Estate Group- PSA- Germantown Pike- Redacted FE 06122025
11. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 2
12. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 3
13. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 4
14. MCO B-1
15. 8. Miamisburg (Ellerton) - Zoning Presentation - 081825
16. Planning Commission Opposition Letters
17. Opposition Signatures from Mary Getter Regarding R-03-2025



Technical Review Committee

Michael Davis, City Manager
Nick Sorice, City Planner
Doug Hatcher, Fire Inspector
Lauren Alvarado, City Engineer
Brent Carpenter, Building & Zoning Administrator
Beth Waters, Community Development Secretary

Staff Report

R-03-2025, TA-02-2025, TA-03-2025, TA-04-2025, TA-06-2025, TA-07-2025, TA-08-2025

R-03-2025

The developer, A4 Real Estate Group, operated by Josh Allen, requests for a section of land encompassing 6844 Germantown Pike and additional land, for a total of 1.5 acres, for a Zoning District Change of R-2 to B-1. As shown on the Rezoning Exhibit, the boundaries of land requested are shown. If this were to be approved, a subdivision case would need to follow for proper lot lines and ownership. At 6844 Germantown Pike, there is currently a vacant dwelling that has had numerous property concerns and is also presently a hazard for the neighbors as individuals have been reported breaking into the structure in addition to overgrowth issues surrounding the property. On the Rezoning Exhibit, there are B-1 districts to the south-west of Germantown Pike, as well as additional B-1 districts on S. Union Road which is where Ellerton Cemetery and the 2 church properties currently are. Looking at the Comprehensive Plan for Future Land Use at that parcel, it indicates it as a Single Family Detached Dwelling or in Moraine's Zoning Code, a R-2 District. The Community Development Department has received numerous phone calls, emails, and letters which were read at the August 19, 2025 Planning Commission Meeting, opposing the Zoning District Change. I also included the distances of Dollar Generals to this location in your packet for review. This would be the only Dollar General within the City Limits of Moraine. As a result of the August 19, 2025 Planning Commission Meeting, the Planning Commission members unanimously recommended for the case to be denied.

TA-02-2025

On TA-02-2025, this is for MCO section 521.07 titled "Fences" in which clarity is needed for fence requirements. The Ohio Building Code requires any fence over 6 feet in height to have a building permit. This also clarifies that spiral barbed wire is not permitted on any fence in any district of the City of Moraine. 3 Strand barbed wire maximum is still permitted in industrial permits. Anywhere else will require a variance through the BZA. If a business that currently has barbed wire fencing that has been damaged and needs repair, is still permitted to proceed with a repair without a variance. This section along with the other sections highlighting fences states that fences cannot display rust or damage.

TA-03-2025

TA-03-2025 refers to MCO section 1181.04 titled “Standards for Accessory Buildings and Uses in Residential and Agricultural Districts”. This is to touch up again on the fencing ordinance changes we are trying to make uniform throughout the MCO. Barbed wire and electrical fencing are not permitted in residential or agricultural zoned properties. However, sharp pointed and barbed wire fencing is permitted in agricultural districts only for the use of keeping animals enclosed in an area. Battery-charged fencing is permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and shall comply with ORC 3781.1011. In this section, I wanted to highlight that the addition of corner lots, double frontage lots, and reverse corner lots and their fencing requirements are added as regulations, as they were not in the code prior (Examples of these style lots are in the packets). This code addition helps provide authority and specifications for these style lots and their fence requirements as the fence will have to be either 8 feet away the street-side lot line, or aligned with the house, if the house is built closer than 8 feet to the side lot line, as it is common in the older neighborhoods, aligning with the house brings a cleaner look and prevents site impairments at ROW intersections.

TA-04-2025

TA-04-2025 refers to MCO section 1181.05 titled “Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts”. This is to bring provisions to Business Districts and Industrial Districts. With several additions such as the ORC 3781.1011 battery charged fencing being permitted in non-residential districts with a Zoning Permit, Height Requirements of fencing in Business and Industrial Districts (B1 and B2 districts to not exceed 6 feet in height for side and rear yards, and not 4 feet in height for front yards), and an Industrial Fencing section stating that Zoning Districts M1 and M2 shall have fence height proposals approved by the Community Development Department prior to any building or zoning permits. We also added the set-back requirements along ROW’s and sidewalks in Business and Industrial Districts to be approved by the Community Development Department to ensure proper safety and to not have site impairment (especially at corners and intersections).

TA-06-2025

TA-06-2025 is a text amendment that will bring a whole new section to the MCO, titled “Mobile Food Vendors” as we do not have anything in our ordinances for food trucks which as you already know, are popular in Moraine. In order to operate a food truck, you must get a peddlers/solicitors permit, whereas this will create a food truck permit for Moraine. This is a lengthy in-depth section that I wrote with the help of nearby jurisdictions and research of common regulations with food trucks. This also outlines the overall provisions, fees, tax requirements, penalties, and the overall safety of food trucks. If you have any questions regarding this section, please feel free to ask any questions as this is the largest text amendment/addition of today’s meeting.

TA-07-2025

TA-07-2025 refers to MCO section 1412.02 titled “Parking”. This text amendment is for the introduction of allowing a gravel pad in the side and/or rear yard only for the purpose of parking only one (1) vehicle, one (1) recreational vehicle, and one (1) utility trailer, along with the provisions for a Zoning Permit to be issued. This section also prohibits new gravel driveway installation or driveway additions with gravel. Which ends up damaging the roads further and risks more trip hazards in neighborhoods, as well as more cracked windshields. In the MCO, businesses cannot have parking lots that are gravel, they must be concrete or asphalt. This text amendment and section does not apply to permitted agricultural uses. This is to help especially

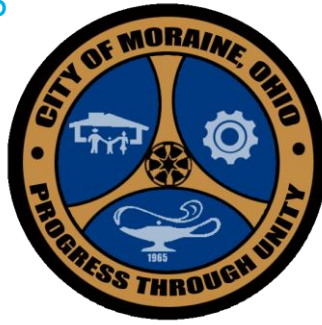
with areas of limited parking on the street and driveway to have the ability to have a properly installed gravel pad for the types of vehicles I listed. As shown on the text amendment, you will see that a weed barrier must be installed along with the perimeter edging of wood, block, or cement. This is simply to add an option as these have become popular in recent years after researching ways for residents to not park on grass and have an option besides the cost of a concrete pad. It is very DIY to complete this type of project, which is what we are aiming at for ease of installation.

TA-08-2025

TA-08-2025 refers to MCO section 505.08 titled “Cruelty to Animals Generally”. The text amendment addition is to include all animals to this list and businesses that houses animals. As these establishments are to comply to proper care and nutrients to animals, including amphibians, birds, fish, mammals, and reptiles. This gives the ability for the City of Moraine to investigate any wrongdoing as we have had an incident in the past where our hands were tied from further investigation due to our ordinances. This helps to ensure the safety of all animals within the City of Moraine, especially businesses, such as pet stores.



Nick Sorice
City Planner



**R-03-2025
LEGAL NOTICE**

An application for a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127 was submitted through the Community Development Department.

A Planning Commission Meeting for a Zoning District Change will be held on Tuesday, August 19, 2025 at 6 p.m.

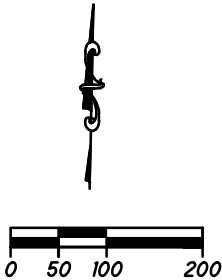
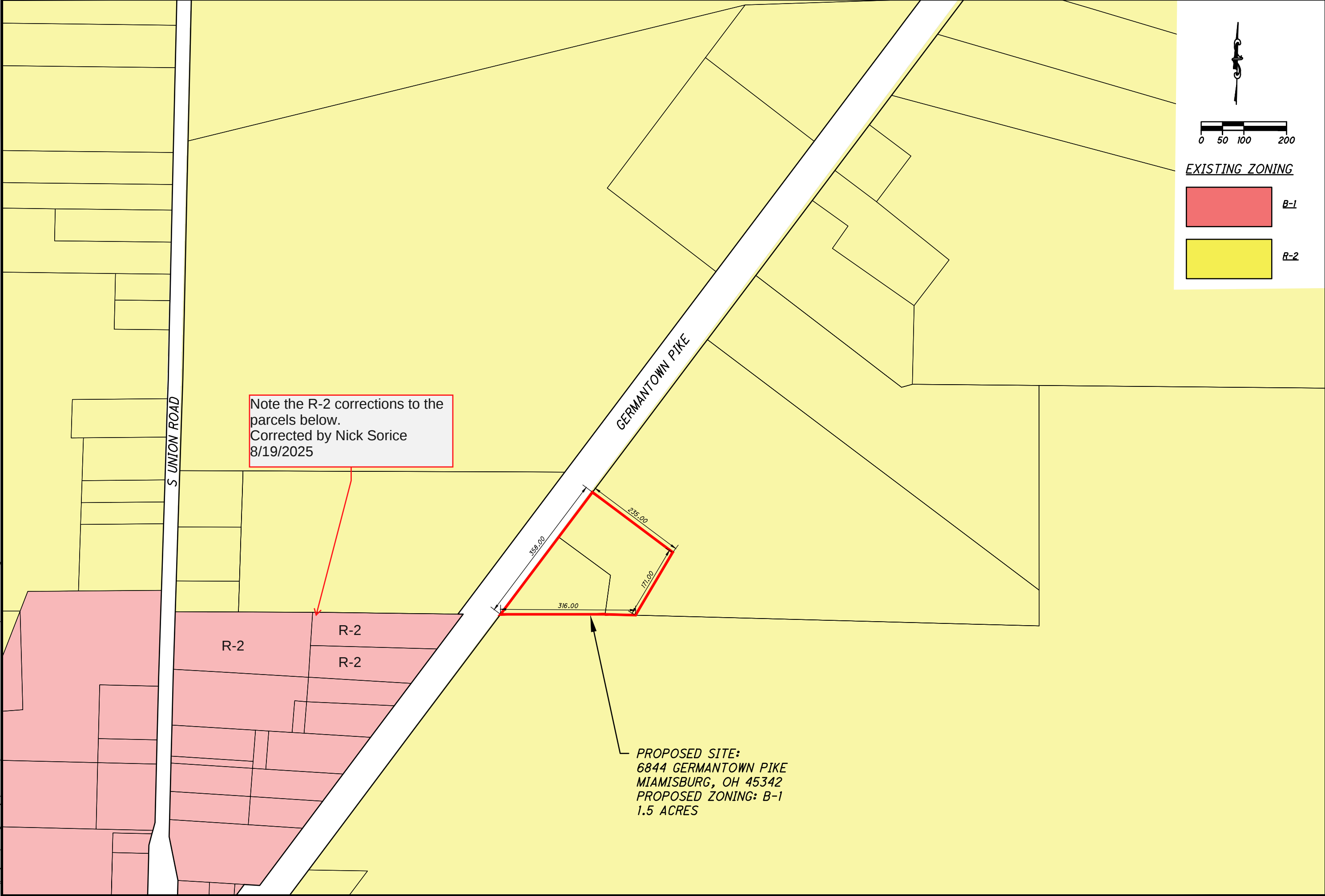
The agenda for this Zoning District Change is a request submitted by Josh Allen of the A4 Real Estate Group for the premises located at 6844 Germantown Pike as well as additional land to encompass a 1.5 acre lot. 6844 Germantown Pike is City Lot Number 4988. A Rezoning Map of the boundaries is located in the Community Development Office.

Josh Allen of the A4 Real Estate Group requests for a Zoning District Change from R-2 (Single-Family Residential District) to B-1 (Neighborhood Business District).

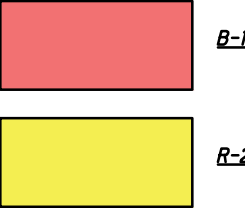
Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm at the Payne Recreation Center: 3800 Main St. Moraine, OH 45439.

Additional information regarding this proposal may be obtained by visiting the Community Development Department or by contacting Nick Sorice, City Planner, at 937-535-1037.

Z:\project\Montgomery\Moraine\MOT-MOR-2503DollarGeneralSite\Prelim Lot.dwg 31-Jul-25 8:58 AM



EXISTING ZONING



Choice One
Engineering

SIDNEY, OHIO 937.497.0200
LOVELAND, OHIO 513.239.8554
www.CHOICEONEENGINEERING.com

DOLLAR GENERAL
CITY OF MORaine
REZONING EXHIBIT

REVISIONS:

FILE NAME
EXHIBIT

DRAWN BY
JAC

CHECKED BY

PROJECT No.
MOTMOR2503

DATE
7-25-2025

SHEET NUMBER
1 OF 1



City of Moraine Planning Commission

Application for Zoning District Change

Revised 1/2006

Office Use (This Section only)

Receipt: 7034

Date Received: 07/30/2025 Application No.: R-03 - 2025 Fee: \$200

Proposed Zoning District: B-1 PUD Application? N/A PUD Spec. Site Plan? N/A

Location Information - General

City Lot Number(s): J44204201 0035 and J44204201 0034

Total Area: 1.5 acres Subdivision: _____

Street: Germantown Pike Sect: 27 Town: 3 Range: 5

Applicant(s) – Please include additional owners or applicants on back of application

Owner: A4 Ellerton LLC

Address: _____ Phone: _____

Developer (if other): A4 Real Estate Group

Address: _____ Phone: 765-215-1444

Zoning Data

Present Use: Residential and agriculture

Present Zoning Dist.: R-2 Proposed Zoning Change: B-1

Proposed Use(s): Commercial business

Supporting Information

Your Application must include the following information. This information should be provided as an attachment to this application at the time of its filing. Failure to provide such information may delay the processing of your application.

- Vicinity Map, showing property lines, streets, existing and proposed zoning
- List of owners for all property within 200 feet of any property included in this application. This includes properties immediately contiguous, across any streets, or properties that are non-adjacent but within the 200 foot radius.
- If applying for PUD approval, include all materials and information required by MCO Chapters 1155.05(c) and/or 1155.06(d), as applicable.

Applicant Signature

7-30-2025

Date

www.ci.moraine.oh.us

Telephone 937.535.1000

Fax 937.535.1284

BOEHRINGER JONATHON K AND RYAN K
4417 S UNION RD
MIAMISBURG, OH 45342
J44228227 0003

HAMILTON JEFFREY
6869 GERMANTOWN PIKE
MIAMISBURG, OH 45342
J44228227 0004

BRETT SCOTT
1318 E DOROTHY LN
KETTERING, OH 45419
J44226406 0024

SHIELDS MARY LIANE
6891 GERMANTOWN PIKE
MIAMISBURG, OH 45342
J44226406 0005

GETTER MARY L S
6891 GERMANTOWN PKWY
MIAMISBURG, OH 45342
J44226406 0006

GARRISON ORPHEUS L JR
5571 SHEPHARD RD
MIAMISBURG, OH 45342
J44204201 0036



**R-03-2025
LEGAL NOTICE**

Dear Property Owner,

As a property owner located within 200 feet of a property whose representative is requesting a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127, the City is notifying you of a public hearing where the case will be heard. You are invited to attend or send someone as your representative. Below is the description of the case and the time and location of the public hearing.

An application for a Zoning District Change in accordance with Moraine Codified Ordinances (MCO) Chapter 1127 was submitted through the Community Development Department.

A Planning Commission Meeting for a Zoning District Change will be held on Tuesday, August 19, 2025 at 6 p.m.

The agenda for this Zoning District Change is a request submitted by Josh Allen of the A4 Real Estate Group for the premises located at 6844 Germantown Pike as well as additional land to encompass a 1.5 acre lot. 6844 Germantown Pike is City Lot Number 4988. A Rezoning Map of the boundaries is located in the Community Development Office.

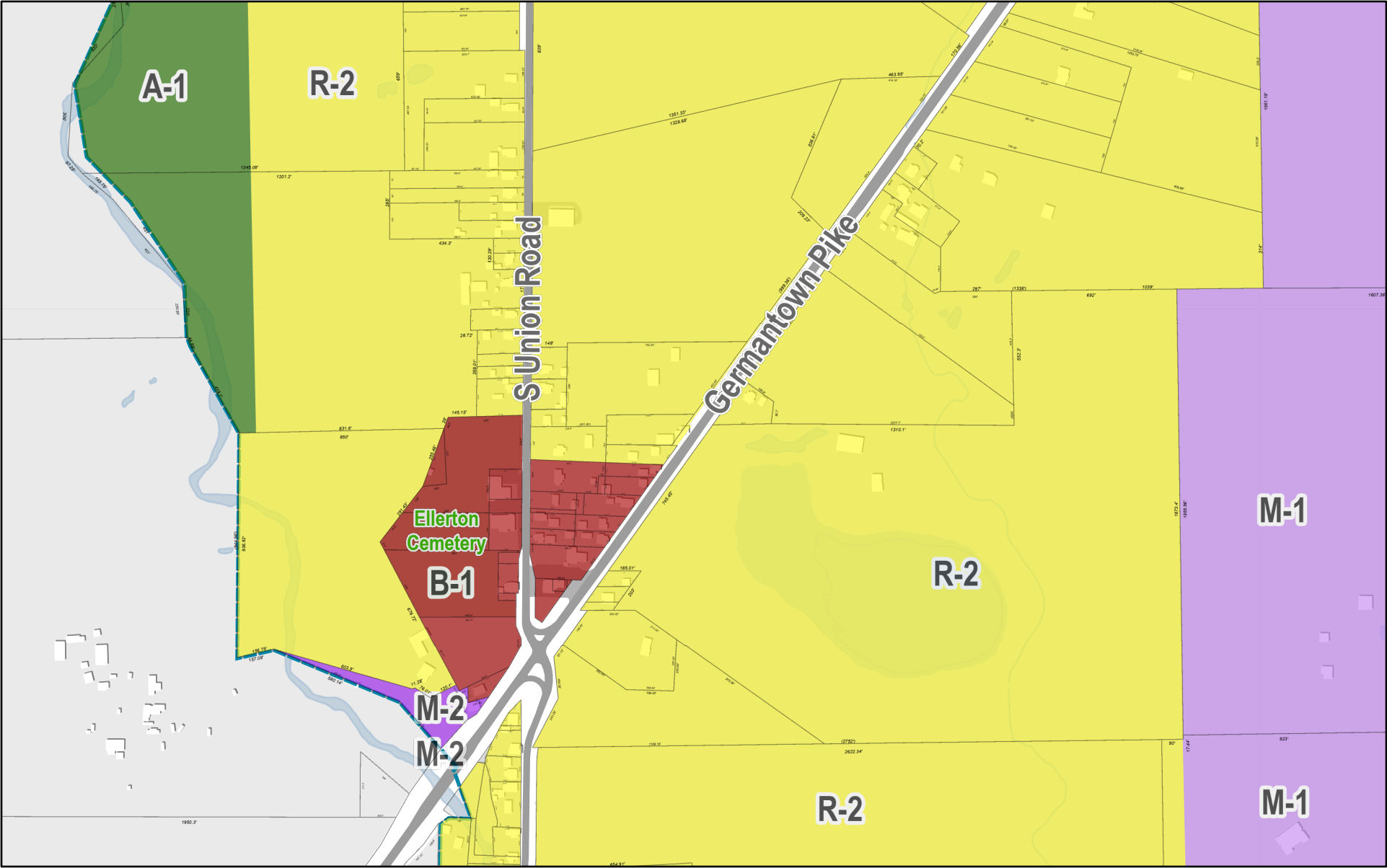
Josh Allen of the A4 Real Estate Group requests for a Zoning District Change from R-2 (Single-Family Residential District) to B-1 (Neighborhood Business District).

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Nick Sorice
City Planner
City of Moraine

City of Moraine



8/13/2025, 12:39:27 PM

- 3

Parks-3

Parcels
- A-1

R-2

Agricultural District

Single Family Residential
- B-1

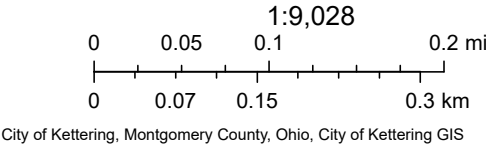
M-1

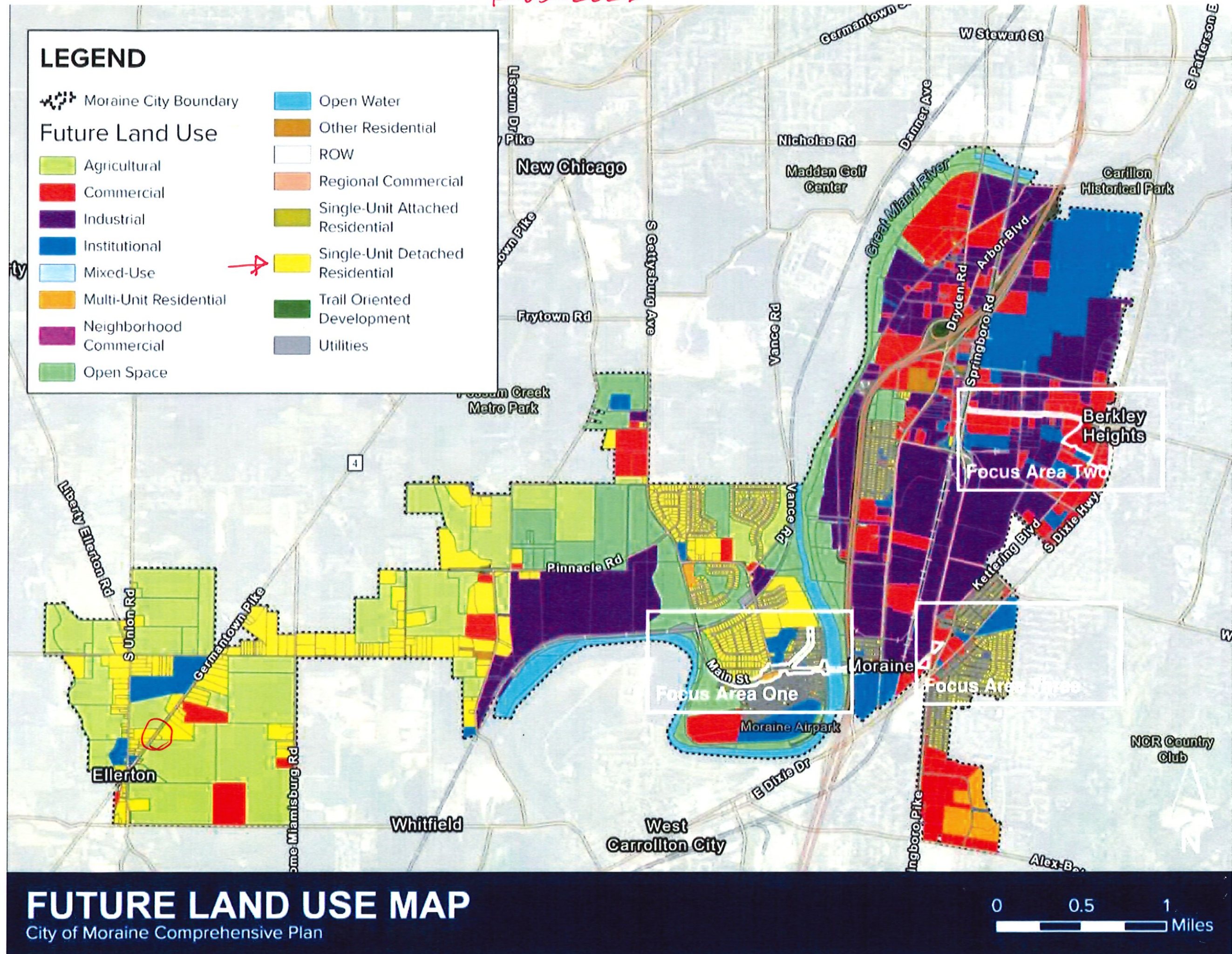
M-2

Neighborhood Business

Light Industrial

General Industrial

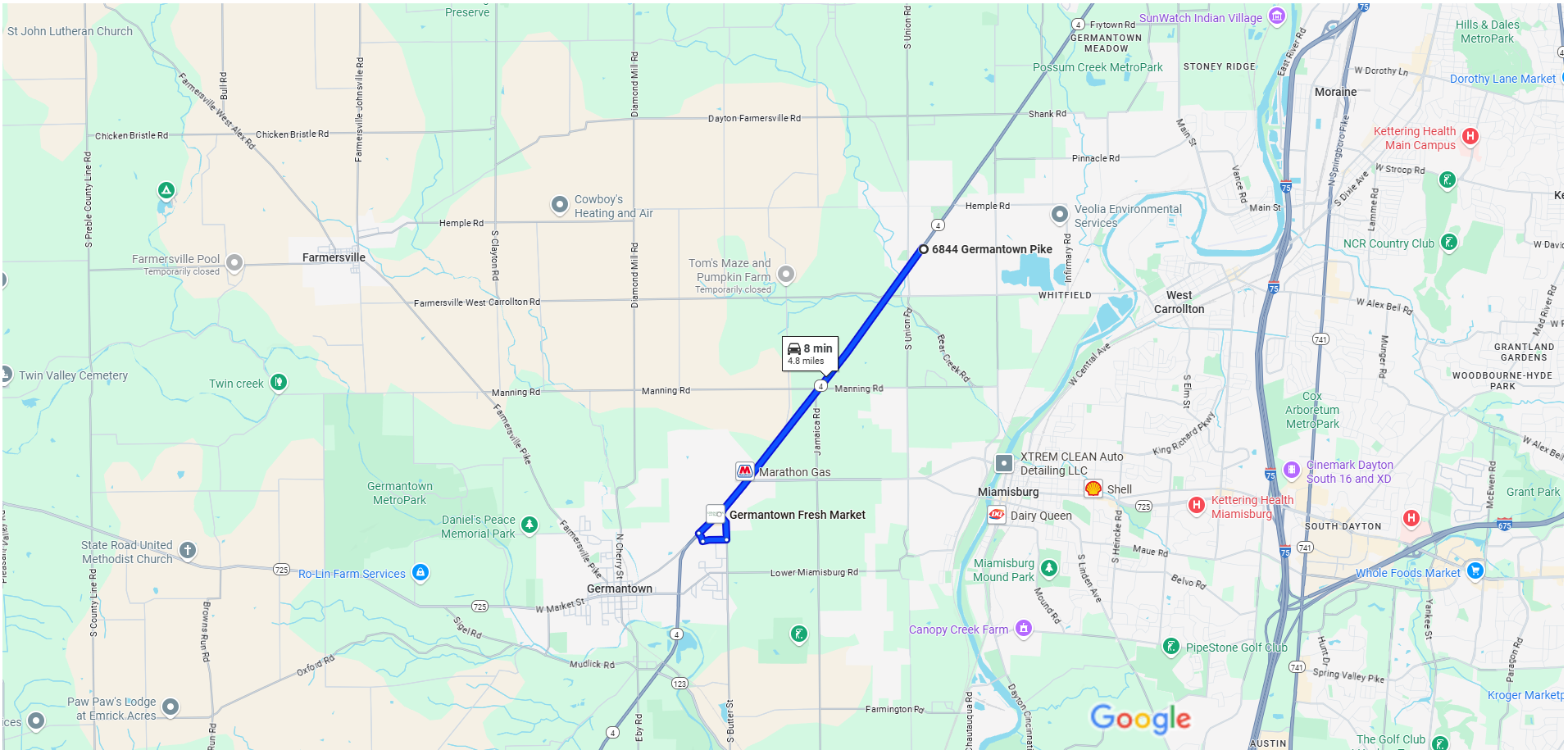






6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General,
2393 Dayton Germantown Pike, Germantown, OH 45327

Drive 4.8 miles, 8 min



Map data ©2025 Google 1 mi



via OH-4 S

8 min

Fastest route, the usual traffic

4.8 miles

Explore nearby Dollar General

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the “**Contract**”) is made and entered into by and between Orpheus L. Garrison, Jr. (“**Seller**”) and A4 ACQUISITIONS, LLC, an Ohio limited liability company, its successors and/or assigns (“**Buyer**”). The Effective Date shall be the date that is five (5) days following the date that this Contract is last executed by either of Buyer or Seller.

For and in consideration of Ten Dollars (\$10.00), the agreements made herein, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Property.** Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tract or parcel of land being a portion of APN#J442042010035 and J442042010034, Legal Description [To Be Inserted] located along Germantown Pike, Miamisburg, Ohio 45342 (commonly known as 6844 Germantown Pike, Miamisburg, Ohio 45342 in Moraine County, Ohio, along with a small portion of 0.63 more or less acres of immediate adjacent land identified by Parcel No. J44204201 0034 which in total being 0.87 more or less acres of contiguous land (the “**Property**”), being an approximate 1.50 acres, which is further described on **Exhibit "A"** attached hereto and incorporated herein.

2. **Earnest Money.** Two Thousand Dollars (\$2,000.00), to be deposited by Buyer with Safe Title Agency, Inc., Attn: Becky Schweitzer, 312 Elm Street, Suite 2200, Cincinnati, OH 45202 (“**Escrow Agent**” or “**Title Company**”) within five (5) business days after the Effective Date and paid in accordance with the terms and provisions of this Contract (the above described deposit together with any Extension Fee, if applicable (as used in this contract “**Extension Fee**” shall mean the Inspection Period Extension Fee, the Closing Extension Fee, as defined herein, or both, as applicable) shall be referred to collectively as the “**Earnest Money**”). If Buyer terminates this Contract before the end of the Inspection Period by providing notice to Seller, all Earnest Money, except for \$100.00 (the “**Independent Consideration**”), shall be returned to Buyer. If Buyer terminates this Contract after the end of the Inspection Period, all Earnest Money shall be sent to Seller, unless Buyer’s termination is due to Seller’s default under this Contract and/or pursuant to other applicable terms of this Contract, in which case all Earnest Money shall be returned to Buyer. If deposited in an interest-bearing account, all interest earned on the Earnest Money shall be the property of Buyer and shall be applied to the Purchase Price at Closing (as defined below).

3. **Parcel Map Revision.** Intentionally Left Blank

4. **Purchase Price.** [REDACTED]

5. **Closing.** The sale and purchase of the Property shall be consummated at a closing (the “**Closing**”) to be held at the offices of the Title Company and may be closed as a “mail away” if satisfactory to Seller and Buyer. The Closing shall be on or before thirty (30) days after the expiration of the Inspection Period, including any agreed upon extensions, and the completion of the outlined Conditions Precedent (the “**Closing Date**”). Buyer, at Buyer’s option, may extend the Closing Date for an additional fifteen (15) days (each a “**Closing Date Extension**” and, collectively, the “**Closing Date Extensions**”) by (a) providing written notice to Seller of Buyer’s election to extend the Closing Date on or before the then applicable Closing Date, and (b) by paying a \$500 extension fee (the “**Closing Extension Fee**”) to Escrow Agent on or before the then applicable Closing Date. The Closing Extension Fee shall be applicable to the Purchase Price at Closing.

6. **Obligations at Closing.** At Closing, Seller shall deliver to Buyer, or Buyer’s designee, a warranty deed conveying to Buyer or its designee good and marketable title in fee simple to the Property, subject only to the Permitted Exceptions (as defined below), and all other documents required by the Title Company for closing, pay for Seller’s attorney’s fees, one-half of any escrow fee, costs of recording the deed, state or local conveyance tax and/or documentary transfer tax (if any), sales tax (if any), its portion of prorated property taxes, the base cost of the ALTA Owner’s Policy of Title Insurance, and all other costs incurred by Seller or required to be paid by Seller pursuant to any other provision of this Contract, and surrender the Property to Buyer. At Closing, Buyer shall pay the Purchase Price, as adjusted, pay for Buyer’s attorney’s fees, one-half of any escrow fee, any endorsements or additional

coverages to the title policy, an updated survey, any costs associated with financing the purchase of the Property, and all other costs incurred by Buyer or required to be paid by Buyer pursuant to any other provision of this Contract. All other costs will be allocated between the parties as customary in the county where the Property is located.

At Closing, Seller shall give Buyer a credit for all "roll back" taxes, if any, for the period prior to Closing attributable to land use changes or changes in ownership resulting after the sale of the Property pursuant to this Contract. Such credit shall be estimated by the County officials where the Property is situated and shall be final at Closing. The provisions of this Paragraph shall survive the Closing.

7. Inspection Period. Buyer's agents, employees and independent contractors shall have two hundred forty (240) days from the Effective Date (such period, as may be extended from time to time, referred to herein as the "**Inspection Period**") in which to conduct, at Buyer's sole expense, such physical, environmental, engineering and feasibility reports, inspections, examinations, tests and studies, including without limitation soil borings and other geological, engineering, or landscaping tests or studies as Buyer deems appropriate in Buyer's sole discretion. Buyer shall fully repair any damage to the Property caused by any such inspections, tests, or other activities by Buyer or its agents, employees, or independent contractors so that the Property is fully restored to its pre-inspection condition. Seller shall provide Buyer copies of any and all materials pertaining to the Property in its possession or within its control including surveys, environmental reports, and title within ten (10) days after the Effective Date.

Buyer shall have the right to extend the Inspection Period for two (2) thirty (30) day extensions by (a) providing written notice to Seller of Buyer's election to extend the Inspection Period on or before the date of the expiration of the Inspection Period and (b) by paying a \$500.00 extension fee (the "**Inspection Period Extension Fee**"), for each extension, to the Escrow Agent. The Inspection Period Extension Fees shall be applied to the Purchase Price at Closing.

8. Conditions Precedent. Notwithstanding the foregoing Inspection Period, in no event shall Buyer be obligated to consummate this transaction unless each of the following contingencies (the "**Conditions Precedent**") has been completed to Buyer's satisfaction prior to the Closing Date (as extended):

- (i) Approval of Buyer's intended use by all applicable governmental authorities;
- (ii) Buyer executing a lease with Tenant (or its affiliate) (the "**Lease**"); and
- (iii) Buyer's receipt of written approval from Tenant (or its affiliate) of Buyer's due diligence pursuant to the Lease; and
- (iv) Buyer's receipt of building permit for its improvements to the Property

If Buyer is unable to satisfy (or waive in writing) any of the above Conditions Precedent by the Closing Date, then Buyer may terminate this Contract and, notwithstanding any terms of this Contract to the contrary, receive the Earnest Money (except for the Independent Consideration). Seller and Buyer each agree to cooperate and use commercially reasonable good faith efforts to obtain all approvals required by the applicable governmental authorities for Buyer's intended use of the Property that may be reasonably requested by Buyer, including timely preparation and signing of filings, applications, requests, and notices related thereto.

9. Survey and Title. Buyer will order a title insurance commitment ("**Title Commitment**") to be issued by the Title Company. Within ten (10) days after the Effective Date, Seller shall provide Buyer with copies of any surveys of the Property in its possession or control. Buyer shall be responsible for obtaining an updated survey of the Property (the "**Survey**"). Buyer will cause copies of the Title Commitment, all documents of record which are listed as exceptions in the Title Commitment and the Survey (collectively, the "**Title Materials**") to be delivered to Seller. Upon receipt of notice of any objections to the Title Materials (the "**Objections**"), which Buyer shall deliver to Seller in writing prior to the expiration of the Inspection Period, Seller shall have fifteen (15) days after receipt of such notice to satisfy or cure such Objections to Buyer's satisfaction. If Seller fails or declines to satisfy the same within such period, the Buyer, at Buyer's option, which option may be exercised by Buyer at any time prior to the Closing Date, may terminate the Contract and all Earnest Money shall be returned to Buyer. Buyer shall be deemed to have agreed to accept title subject to all matters reflected in the Title Commitment and to the state of facts shown on the Survey,

other than Objections that have been timely given and provided that, in no event shall Buyer be deemed to have agreed to accept title subject to (i) monetary liens, encumbrances or security interests against Seller and/or the Property, (ii) encumbrances that have been voluntarily placed against the Property by Seller after the Effective Date without Buyer's prior written consent and that will not otherwise be satisfied on or before the Closing, or (iii) exceptions that can be removed from the Title Commitment by Seller's delivery of a customary owner's title affidavit or gap indemnity (all of the foregoing hereinafter collectively referred to as the "**Seller's Required Removal Items**"). In addition to the foregoing and notwithstanding anything contained herein to the contrary, in the event the Property is subject to reservation(s) or grant(s) of oil, gas, or other mineral rights, it shall be Seller's obligation to execute or obtain releases of such rights or waivers of surface rights satisfactory to Buyer and the Title Company, which obligation shall be part of Seller's Required Removal Items. All title matters and exceptions set forth in the Title Commitment and the state of facts shown on the Survey which are not Objections, or which are thereafter deemed to be accepted or waived in writing by Buyer as hereinafter provided, other than the Seller's Required Removal Items, are hereafter referred to as the "Permitted Exceptions."

10. Commissions. Seller and Buyer mutually represent and warrant to each other that they have not employed or dealt with any other real estate agent or broker relative to the sale and purchase of the Property, other than Edge Real Estate Group, whose commission shall be paid by Buyer at Closing pursuant to a separate agreement. Each party hereby agrees to indemnify and hold harmless the other from and against any liability (including costs and reasonable attorneys' fees) incurred in the defense thereof to any other agents or brokers with whom such party may have dealt.

11. Representations and Warranties and Covenants of Seller. Seller warrants, represents and covenants to Buyer that (i) current use of the Property or improvements located on the property conform to applicable Federal, State or municipal laws, ordinances, codes or regulations, zoning and permitted uses; (ii) there are no actions, suits or proceedings pending or threatened against, by or affecting Seller or the Property; (iii) Seller has the authority to convey the Property to Buyer without the joinder of any other person or entity; (iv) other than as disclosed in writing to Buyer, there are no environmental issues, damages, or hazards on the Property, (v) if Seller is an entity then that entity is in good standing; (vi) this Contract does not violate any other contracts or cause a default under any other contracts; (vii) Seller is conveying the Property to Buyer with good and marketable title; (viii) on the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property; (ix) the Property will be delivered to Buyer at Closing free and clear from any leases, contracts, and tenants in possession; and (x) Seller shall have vacated the Property before the Closing Date. Each representation and warranty of Seller contained in this Contract shall be true and accurate as of the date hereof and shall be deemed to have been made again at and as of Closing and shall be then true and accurate in all material respects.

12. Damage and Condemnation. All risk of loss to the Property will remain upon Seller before the Closing. If, before the Closing, the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Buyer may either terminate this Contract by delivering a written termination notice to Seller within ten (10) business days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Buyer. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall do one of the following: (1) fully repair the damage before the Closing, at Seller's expense and to the satisfaction of Buyer; (2) give a credit to Buyer at the Closing for the entire cost of repairing the Property; or (3) assign to Buyer all of Seller's right and interest in any insurance proceeds resulting from the damage or destruction, plus give a credit to Buyer at the Closing in an amount equal to any deductible or other shortfall. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the extent of damage or the amount of insurance proceeds to be made available cannot be determined before the Closing Date, or the repairs cannot be completed before the Closing Date, either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

If condemnation proceedings are commenced before Closing against any portion of the Property, then Seller shall immediately notify Buyer in writing of the condemnation proceedings, and Buyer may terminate this Contract by delivering a written notice to Seller within ten (10) business days after Buyer receives the notice (and in any event before Closing), in which case the Earnest Money will be returned to Buyer. If this Contract is not terminated, then any condemnation award will (a) if paid to Seller before the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not paid to Seller before the Closing Date, shall be assigned at Closing and belong to Buyer and the Purchase Price will not be reduced.

13. Default. If Buyer defaults and such default continues for seven (7) days after written notice is delivered to Buyer, then Seller may terminate this Contract by written notice to Buyer, whereupon the Earnest Money shall be paid to Seller as full and complete liquidated damages for the default of Buyer, in which event neither party shall have any further rights, obligations, or liabilities under this Contract. The parties acknowledge and agree that it is difficult or impossible to determine the amount of damages that may occur as a result of Buyer's default. As such, the parties agree that the amount(s) contemplated herein represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated for Buyer's default. If Seller defaults and such default continues for seven (7) days after written notice is delivered to Seller, or three (3) days after written notice is delivered to Seller in the event Seller fails to close on the Closing Date, then Buyer may avail itself of the remedy of specific performance or terminate this Contract by written notice to Seller, whereupon the Earnest Money shall be refunded to Buyer for such default and Seller shall reimburse Buyer for all out-of-pocket expenses, including, but not limited to, consultant fees, attorneys' fees, permitting fees, and any lost revenue due to Seller's default.

14. Assignment. Buyer may at any time assign or transfer its interest in this Contract, with prior notice to Seller. This Contract shall be binding upon and enforceable against, and shall inure to the benefit of, the parties and their respective legal representatives, successors and assigns. Seller may not assign or transfer its interest in this Contract, without the prior written consent of Buyer.

15. Applicable Law. This Contract shall be governed by and construed and enforced in accordance with the laws of the state in which the Property is located.

16. Miscellaneous. Time shall be of essence in the performance of the terms and conditions of this Contract. In the event any time period specified in this Contract expires on a Saturday, Sunday or bank holiday on which national banks are closed for business, then the time period shall be extended so as to expire on the next business day immediately succeeding such Saturday, Sunday or bank holiday. For purposes of this Contract, business days shall be Monday through Friday, excluding any recognizable state or Federal holidays. All captions, headings, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Contract and shall not supplement, limit or otherwise vary in any respect the text of this Contract. All references to particular paragraphs and subparagraphs by number refer to the paragraph or subparagraph so numbered in this Contract. This Contract supersedes all prior discussions and agreements between Seller and Buyer with respect to the purchase and sale of the Property. This Contract contains the sole and entire understanding between Seller and Buyer with respect to the transactions contemplated by this Contract, and all promise, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties are merged into this Contract. This Contract shall not be modified or amended in any respect unless by a written Contract executed by or on behalf of the parties to this Contract in the same manner as this Contract is executed. This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Contract may be transmitted between the parties via facsimile or electronic transmission, and signatures transmitted by facsimile or electronic transmission shall be deemed originals and shall be binding upon the parties. Seller agrees that the terms of this Contract shall be deemed confidential in nature and shall not be disclosed to any third parties by Seller without the prior written consent of Buyer. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa. Words of any gender used in this Contract shall be held and construed to include any other gender.

17. If Seller owns any property immediately adjacent to the Property on the Effective Date and/or on the Closing Date, then, in addition to the above, and for no additional consideration:

A. At Closing, Seller shall grant to Buyer and record at Closing a temporary ten foot (10') grading and slope easement along the shared property line between the Property and Seller's adjacent property.

B. Seller covenants and agrees to record at Closing in the public records, the following use restriction, through final deed or easement, which restriction shall run in perpetuity and burden Seller's adjacent property: "Seller, its successors and/or assigns, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Seller's adjacent property for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express."

C. [Intentionally Deleted]

D. Buyer and Seller shall agree on the form and substance of the above agreements prior to Closing and shall execute and record in the public records prior to or at Closing.

18. Attorneys' Fees. In the event of any litigation arising out of this Contract, the party prevailing in obtaining the relief sought, in addition to all other sums that it may be entitled to recover, shall be entitled to recover from the other party its reasonable attorneys' fees and expenses incurred as a result of a litigation. This Contract shall be governed, construed and enforced in accordance with the laws of the state in which the Property is located.

19. Notice. All notices shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, transmitted via facsimile transmission or electronic transmission, or upon being deposited with a nationally recognized commercial courier for next day delivery or with USPS for next day or two day delivery, to the addresses below or to the attorney representing any party to be notified. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be in receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Buyer:

A4 Acquisitions, LLC

Attn: Josh Allen

[REDACTED]

Phone: 765-215-1444

Email: josh@a4regroup.com

Seller:

Orpheus L. Garrison, Jr.

5571 SHEPHARD RD

MIAMISBURG OH 45342

Phone: (937) 672-6949

Fax: _____

Email: olgarrison@aol.com

With a copy to:

RKPT, Inc.

Attn: Michael R. Yeazell

312 Elm Street, Suite 2200

Cincinnati, OH 45202

Phone: 513-731-3330

Email: myeazell@rkpt.com

With a copy to:

Phone: () -

Fax: _____

Email: _____

20. Like-Kind Exchange. At no cost or liability to Seller, Seller agrees to reasonably cooperate with Buyer by executing such documents or taking such action as Buyer reasonably requests in connection with any tax deferred exchange pursuant to Section 1031 of the Tax Code, provided that (i) the transaction contemplated by this Contract shall not be conditioned upon completion of such exchange; (ii) Seller shall not be required to take title to any real property in connection with any such exchange; (iii) Seller shall not incur any liability by reason of any such exchange; and (iv) Buyer shall not be relieved of any of its obligations under this Contract as a result of any such exchange.

21. Earnest Money Deposit. The Earnest Money shall be held by the Escrow Agent in a federally insured, non-interest bearing account. Escrow Agent joins in the execution of this Contract for the purpose of agreeing to serve as the Escrow Agent under this Contract and to abide by the terms and conditions of this Contract with respect to Escrow Agent and applicable law. In the event that Seller and Purchaser (each a “Party” and collectively, the “Parties”) agree that a Closing is to occur, the Parties shall provide joint written notice of the anticipated date of Closing to Escrow Agent at least three (3) business days prior to such date, together with instructions for disbursement of the Earnest Money (the “Closing Notice”), in which case Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Closing Notice. In the event that either Party believes that it is entitled to the release of the Earnest Money (or any portion thereof) from the Escrow Agent, the Party requesting the release of the Earnest Money (or any portion thereof) (the “Requesting Party”) shall provide written notice to the Escrow Agent and to the other Party (the “Non Requesting Party”) containing the request for the Earnest Money (or any portion thereof) and the basis therefor (the “Earnest Money Release Notice”). If the Non Requesting Party does not provide written notice to the Escrow Agent and the Requesting Party objecting to the Earnest Money Release Notice (the “Earnest Money Release Objection Notice”) within five (5) days after the date the Earnest Money Release Notice was provided to the Escrow Agent and the Non Requesting Party (the “Earnest Money Release Objection Deadline”), then the Escrow Agent shall, without liability to either of the Parties under this Contract, release the Earnest Money as set forth in the Earnest Money Release Notice. If the Non Requesting Party timely provides the Earnest Money Release Objection Notice, the Escrow Agent shall not disburse the Earnest Money (or any portion thereof) until the Escrow Agent has received joint written instructions from the Parties directing its disposition (the “Joint Written Disposition Instructions”) or a final, nonappealable judgment or order from the Hamilton County, Ohio Court of Common Pleas (the “Court Order”) directing the disposition of the Earnest Money, in which case the Escrow Agent shall abide by the Joint Written Disposition Instructions or Court Order, as applicable, without liability to the Parties. In the event of a dispute regarding the Earnest Money (or any portion thereof), the Escrow Agent may deposit the Earnest Money with the Court in an interpleader action, in which case, upon such deposit and acceptance by the Court, the Escrow Agent shall be released of any further liabilities or obligations under this Contract with respect to the Earnest Money so deposited with and accepted by the Court in such interpleader action. Escrow Agent shall, in good faith, carry out its duties and obligations as escrow agent under this Contract, but shall not have any liability to either of the Parties under this Contract with respect to its duties, acts or omissions as escrow agent, except in the case of Escrow Agent’s express breach of any provision of this Contract applicable to Escrow Agent, willful misconduct or gross negligence. In the event of a conflict between this paragraph and any other provision of this Contract, the provisions of this paragraph shall control the resolution of such conflict. Escrow Agent shall not be required to verify the authenticity of notices provided to it and the signatures thereon and may, in good faith, rely on the authenticity of any notices provided to it. The provisions of this paragraph shall survive the termination of this Contract.

22. Force Majeure. Seller and Buyer shall be excused for the period of any delay and shall not be deemed in default with respect to the performance or satisfaction of any term, covenant, agreement, condition or precondition set forth in the Contract when prevented from performing or satisfying such term, covenant, agreement, condition or precondition due to a cause or causes beyond such party’s (the “Performing Party’s”) reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy (each, a “Force Majeure Event”), which shall include, without limitation, (i) fire, flood, sinkhole, earthquake, hurricane, tornado, disease, contagion, pandemic, epidemic, other recognized health threats as determined by either the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), or other act of God; (ii) riots,

civil commotion, protests, demonstrations, vandalism or other malicious other acts outside of the Performing Party's reasonable control; (iii) acts of government including, but not limited to, regulations and advisories; (iv) acts or threat of terrorism, war, military action or civil unrest; or (v) any other cause(s) not within the Performing Party's reasonable control or which are otherwise illegal, inadvisable, impossible, or commercially impracticable to perform or satisfy.

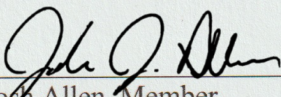
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IN WITNESS WHEREOF, the parties have executed and sealed this Real Estate Purchase Contract, to be effective as of the Effective Date.

BUYER:

A4 Acquisitions, LLC,
An Ohio limited liability company

By:

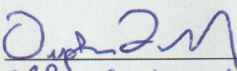

Josh Allen, Member

Date: 06/12/2025

SELLER:

Orpheus L. Garrison, Jr.
an Individual

By:


Name: ORPHEUS L. GARRISON JR

Date: 6 JUNE 2025

The undersigned joins in this Contract as Escrow Agent for the purpose of agreeing to its obligations hereunder as Escrow Agent.

ESCROW AGENT:

By: _____

Printed Name: _____

Title: _____

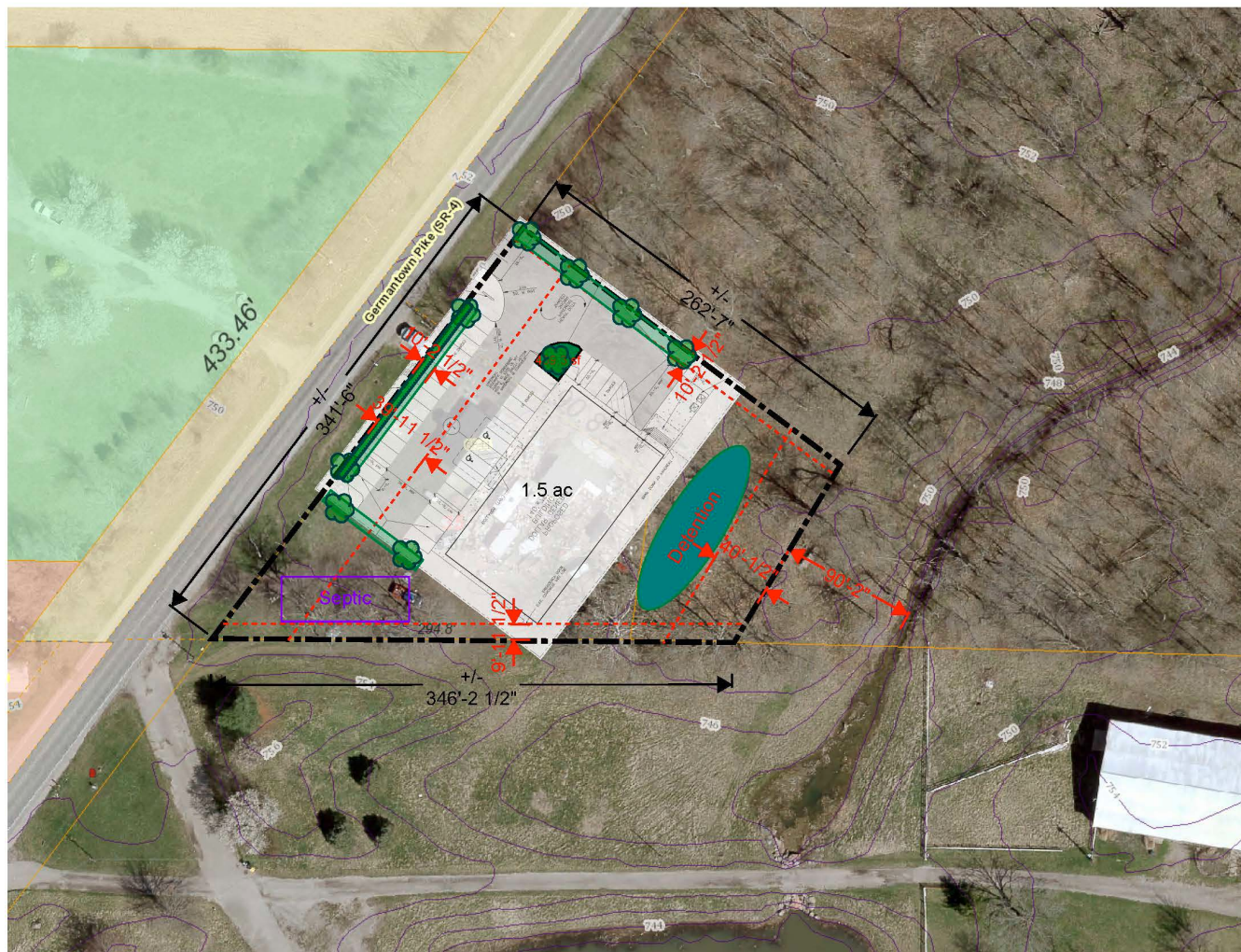
Date: _____

EXHIBIT A

LEGAL DESCRIPTION

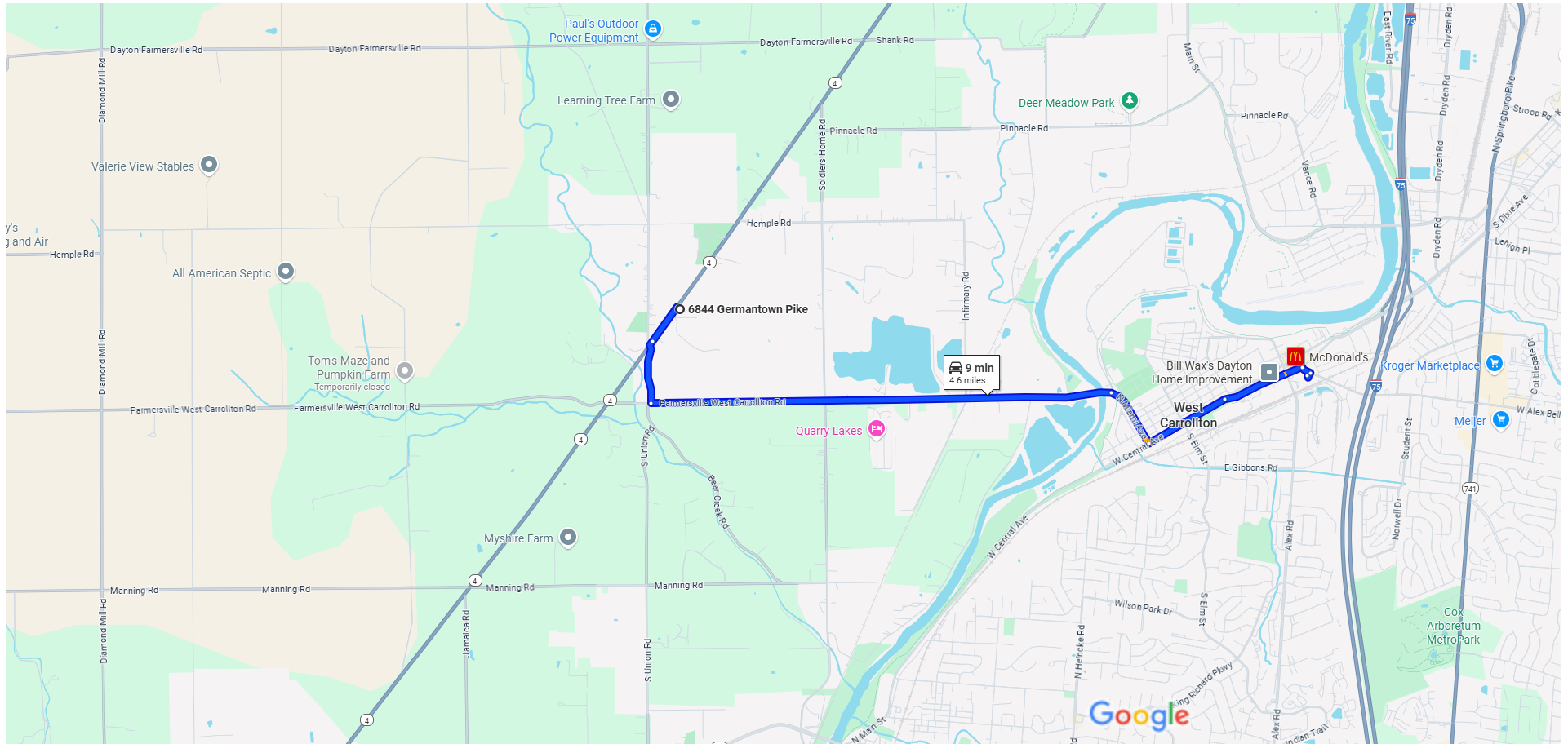
APN# J442042010035 and J442042010034, Legal Description [To Be Inserted]

Not to Scale – Approximation of Site Location





6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General, 25 W Alex Bell Rd, West Carrollton, OH 45449 Drive 4.6 miles, 9 min



Map data ©2025 Google 2000 ft



via Farmersville West Carrollton Rd

9 min

4.6 miles

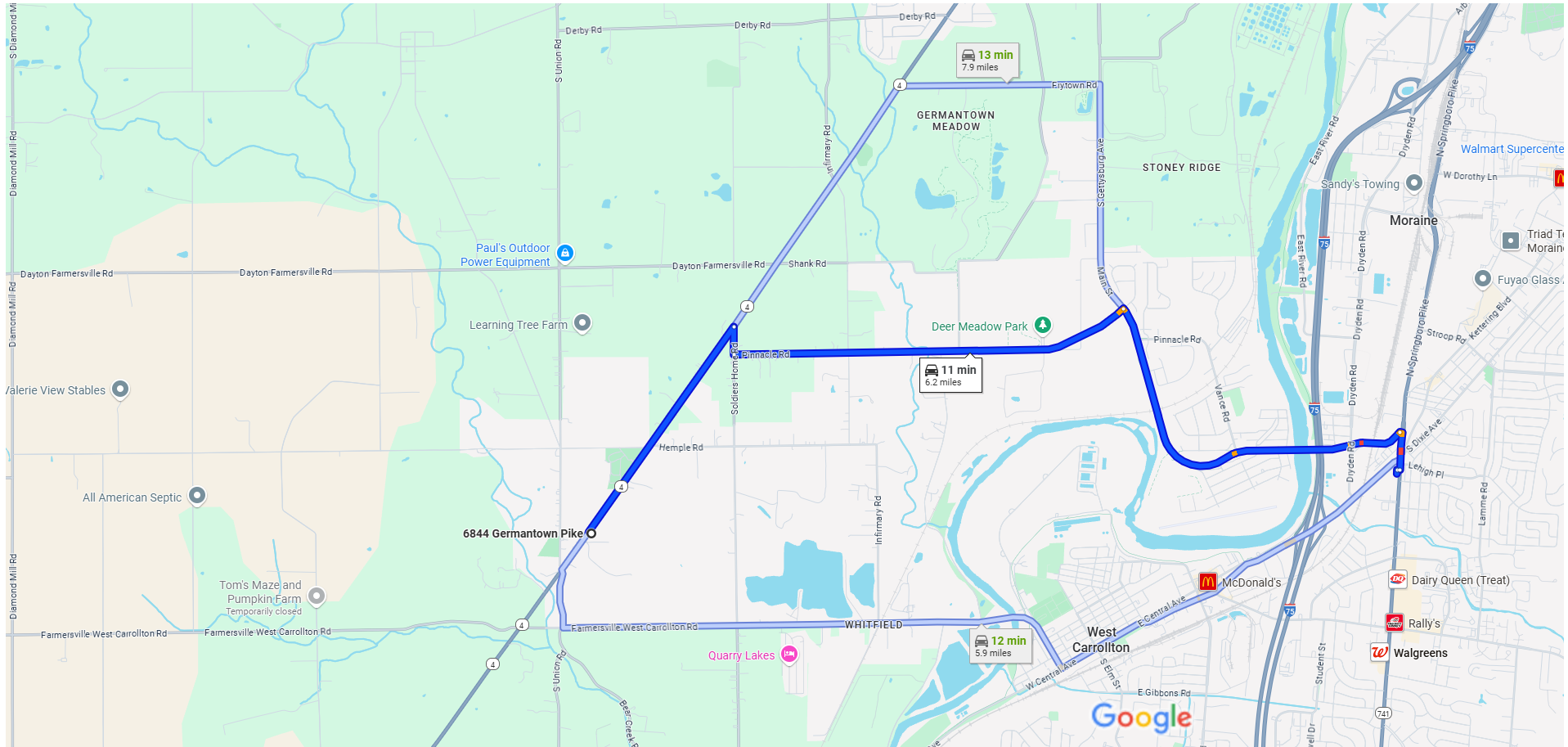
Fastest route, the usual traffic

Explore nearby Dollar General



6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General,
4963 N Springboro Pike, West Carrollton, OH 45449

Drive 6.2 miles, 11 min



Map data ©2025 Google 2000 ft



via Pinnacle Rd and Main St

11 min

Fastest route, the usual traffic

6.2 miles



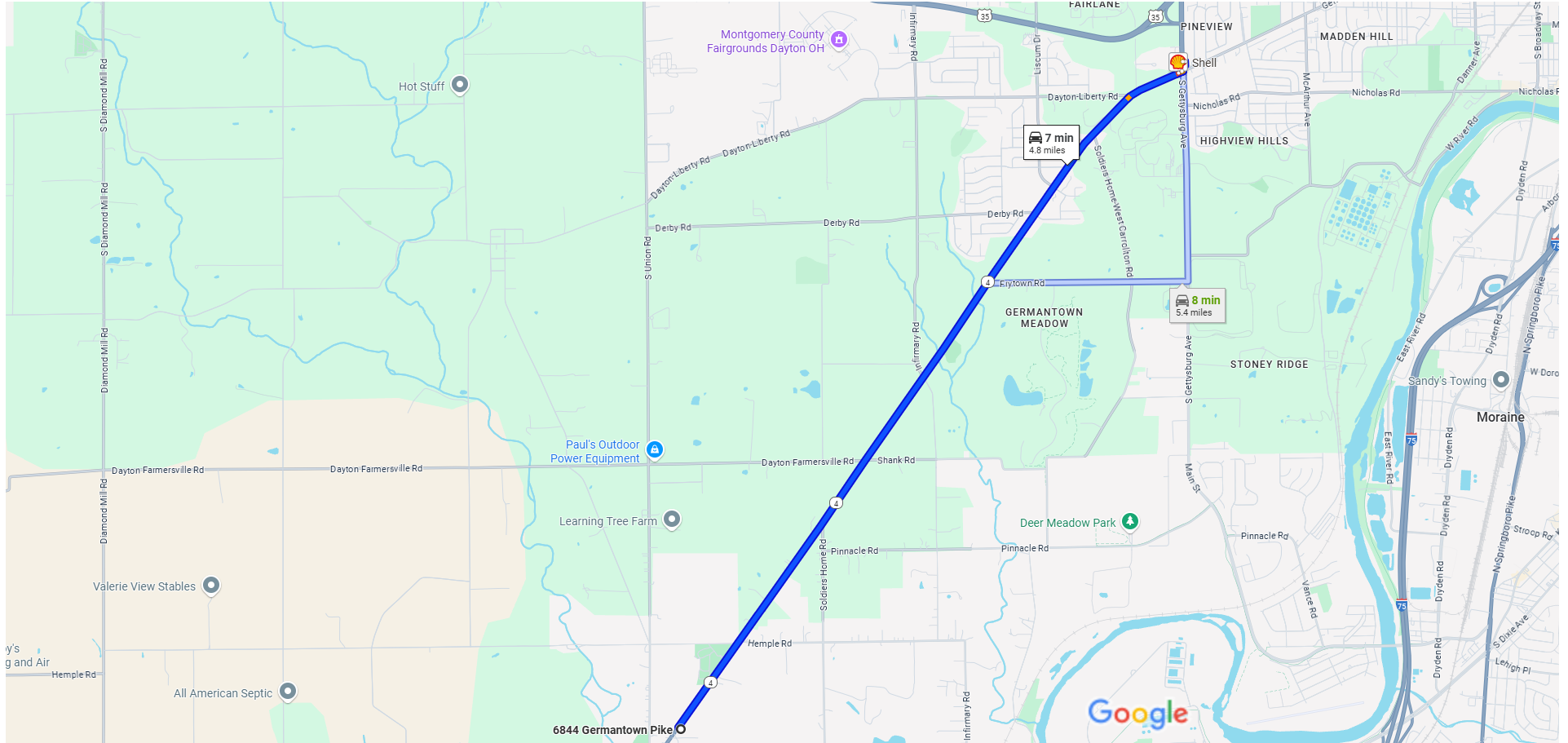
via Farmersville West Carrollton Rd

12 min

5.9 miles



6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General, 888 S Gettysburg Ave, Dayton, OH 45417 Drive 4.8 miles, 7 min



Map data ©2025 Google 2000 ft



via OH-4 N

7 min

Fastest route, the usual traffic

4.8 miles



via OH-4 N/Germantown Pike

8 min

5.4 miles

CHAPTER 1151

B-1 Neighborhood Business District

1151.01 Purpose.

1151.02 Uses.

1151.03 Site development regulations.

CROSS REFERENCES

Definitions - see P. & Z. Ch. 1115

Accessory buildings and uses - see P. & Z. 1181.02, 1181.05

Supplemental regulations - see P. & Z. Ch. 1185

1151.01 PURPOSE.

The B-1 Neighborhood Business District is intended to provide for relatively small business and service establishments in suitable locations primarily to serve the daily staple needs of residents. (Ord. 1203-97. Passed 7-10-97.)

1151.02 USES.

(a) Permitted Uses.

- (1) Minor B-1 District which is entirely surrounded by R Districts and which district, including the streets, contains less than five acres.
 - A. Any use permitted and as regulated in the R-4 District;
 - B. Retail sales and services including any local convenience retail and for service uses including: grocery, fruit or vegetable store, meat market, drug store, shoe repair shop, hardware and paint stores, barber and beauty shops, dry cleaning and laundry pickup stations, laundromats;
 - C. Business and professional offices, supplying commodities or performing services primarily for residents of the neighborhood;
 - D. Restaurant, cafe, not including dancing or live entertainment;
 - E. Automobile service station, minor repair and storage garages; and
 - F. Commercial parking lots for passenger vehicles except as otherwise provided in the Zoning Code;
 - G. Accessory building incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.
- (2) Major B-1 District. The following uses are allowed, provided no such use shall be permitted in a minor B-1 District.
 - A. Any local retail business or service establishment such as an electrical appliance shop, plumbing and heating shop, printing shop, furniture shop, interior decorating shop, and upholstery shop including automobile, boat and like upholstery;
 - B. Theaters, not including drive-ins;
 - C. Hotel; and
 - D. Garage for general automobile repair; but not including major body and fender work, overall painting and steam cleaning;
 - E. Accessory buildings incidental to the principal use. Regulations governing accessory facilities and uses are specified in Chapter 1181.

(b) Special Uses. The following special uses are subject to review in accordance with Chapter 1117.

- (1) Micro Antenna or wireless communication antenna attached to a pole located in the right-of-way provided the antenna does not exceed more than twenty feet above the highest point of the separate antenna structure and the transmission and receiving equipment is limited to five cubic feet and located in an underground vault and positioned parallel to the road, and is situated on the non-road way side of the pole. Also provided that said facilities meet all standards as set in Chapter 1117 for "Telecommunications: Commercial Mobile Radio, Television and Radio Service Facilities". (Ord. 1203-97. Passed 7-10-97.)

1151.03 SITE DEVELOPMENT REGULATIONS.

(a) Lot Requirements.

- (1) Minimum lot area 5,000 square feet
- (2) Minimum lot frontage 60 feet

(b) Yard Requirements.

(1) Minimum front yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet*

(2) Minimum rear yard depth.

- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: 40 feet

(3) Minimum side Yard width.

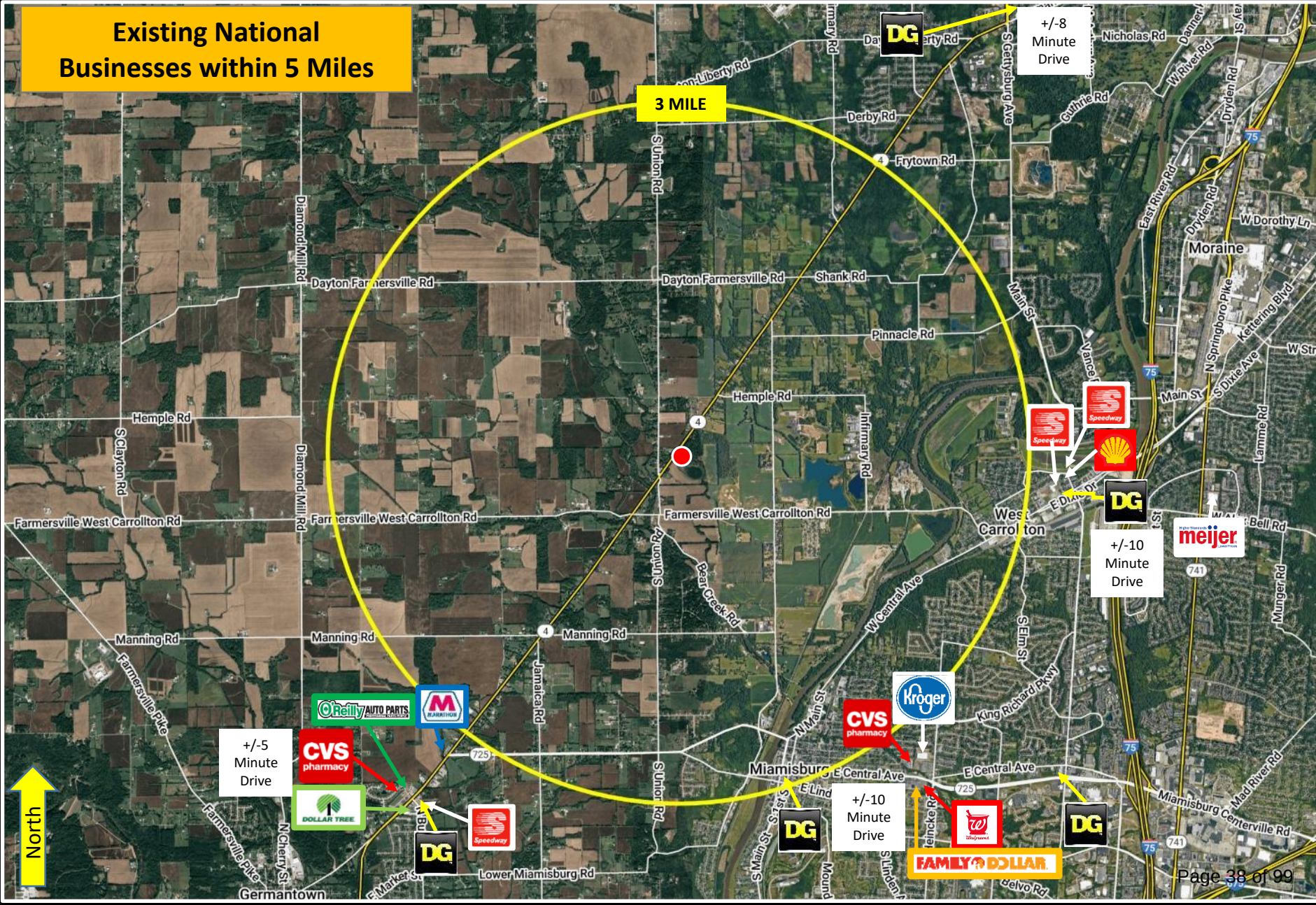
- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: None required except adjoining any R-District in which case, not less than 10 feet.

(c) Structural Requirements.

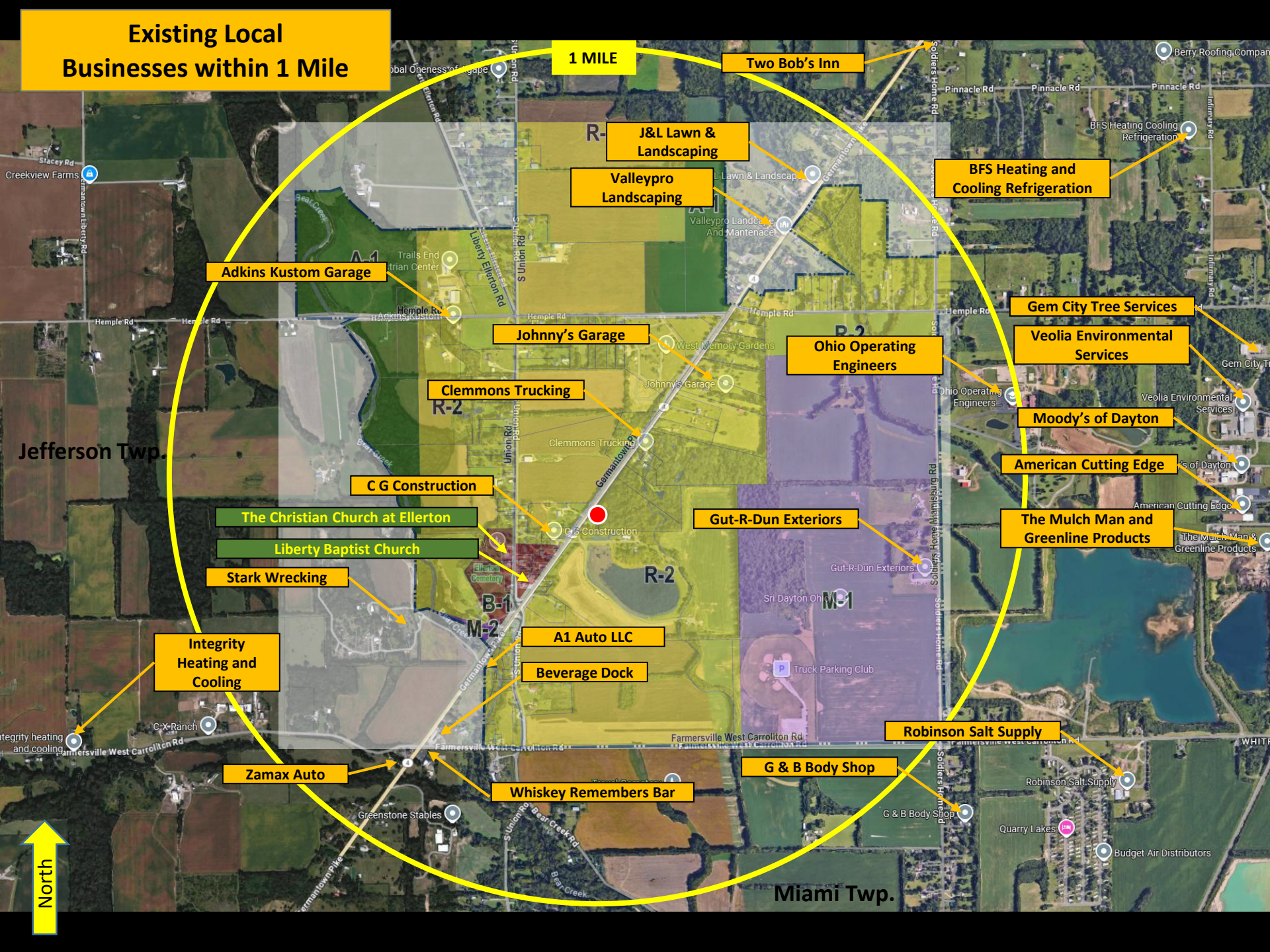
- (1) Maximum building height shall be forty (40) feet.
 - (d) Parking and Loading Requirements.
 - (1) See Chapter 1187 for off-street parking and loading requirements.
 - (e) Signs.
 - (1) See Chapter 1189 for size and location of permitted signs.
 - (f) Supplementary Regulations.
 - (1) All permitted businesses, services or processing shall be conducted wholly within a completely enclosed building except for the sale of automotive fuel, lubricants and fluids at service stations and except for off-street automobile parking and loading.
 - (2) Within a major B-1 District all principal permitted buildings shall be located at least fifty (50) feet from any lot in any R District.
 - (3) In any B-1 District fronting directly across the street from any R-2 or R-3 District, the parking and loading facilities shall be distant at least twenty- five (25) feet from the established right-of-way line, and the buildings or the structures at least seventy-five (75) feet from the established right of way.
 - (4) Goods shall consist primarily of new merchandise.
 - (5) Processes and equipment employed and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas fumes, noise, vibration, refuse matter or water-carried waste.
 - (g) See Chapter 1185 for additional provisions for commercial facilities.
 - (h) Special uses shall comply with all pertinent development standards contained in Chapter 1117.
- *The front yard depth shall be measured from the established right-of-way line as shown on the Official Thoroughfare Plan.
- (Ord. 1203-97. Passed 7-10-97.)

6844 Germantown Pike
Miamisburg, OH 45342

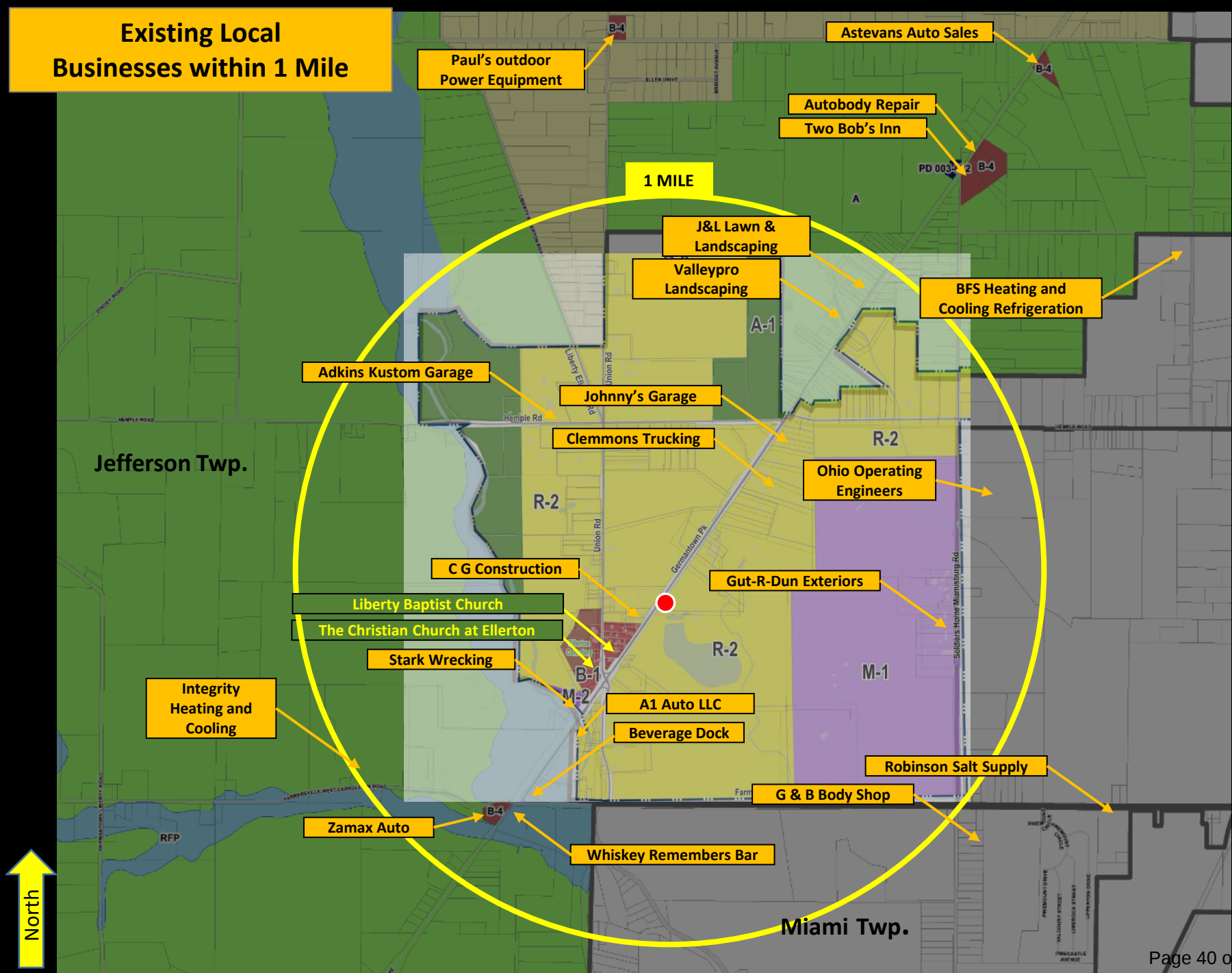
Existing National Businesses within 5 Miles



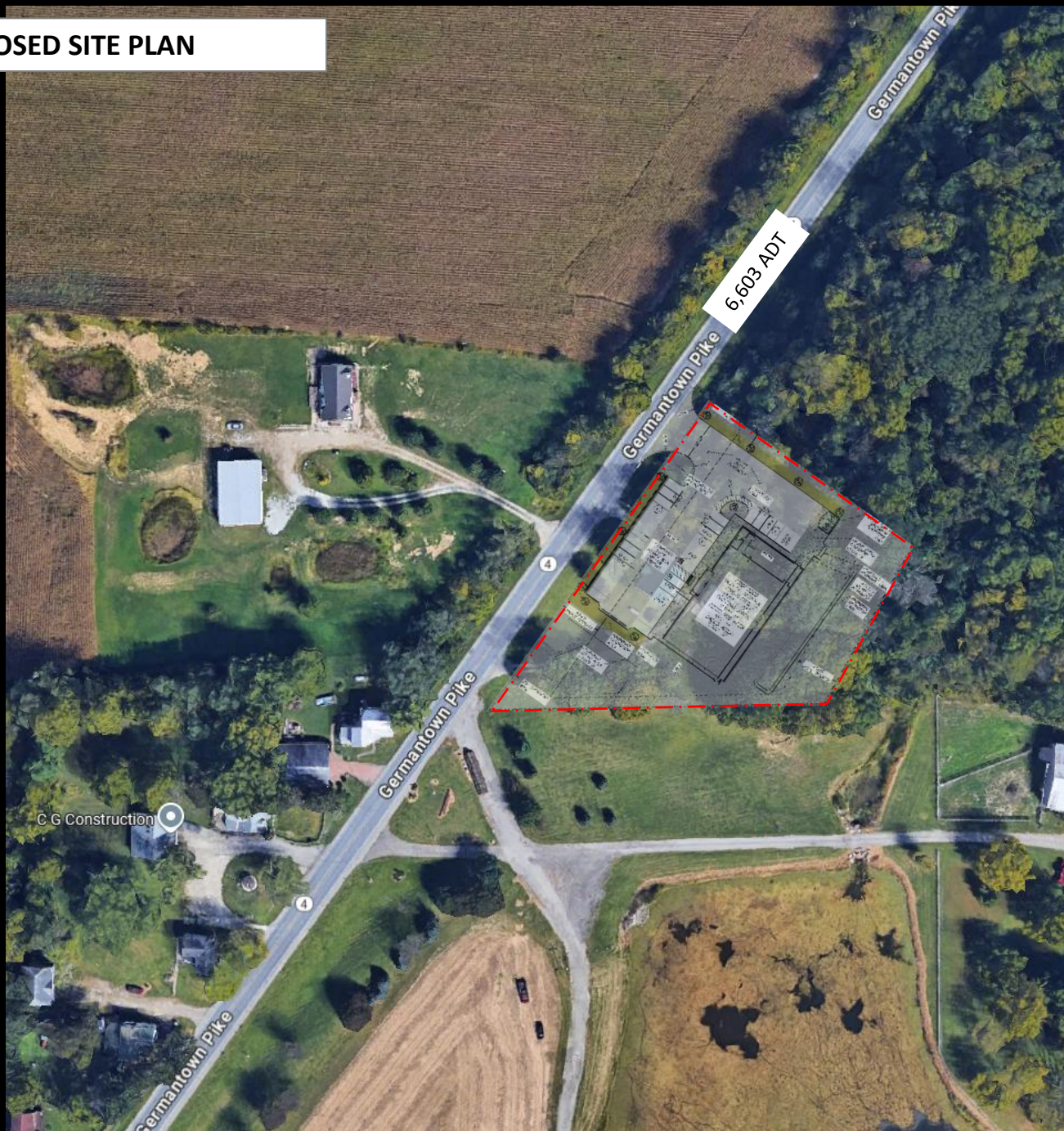
Existing Local Businesses within 1 Mile



Existing Local Businesses within 1 Mile



PROPOSED SITE PLAN



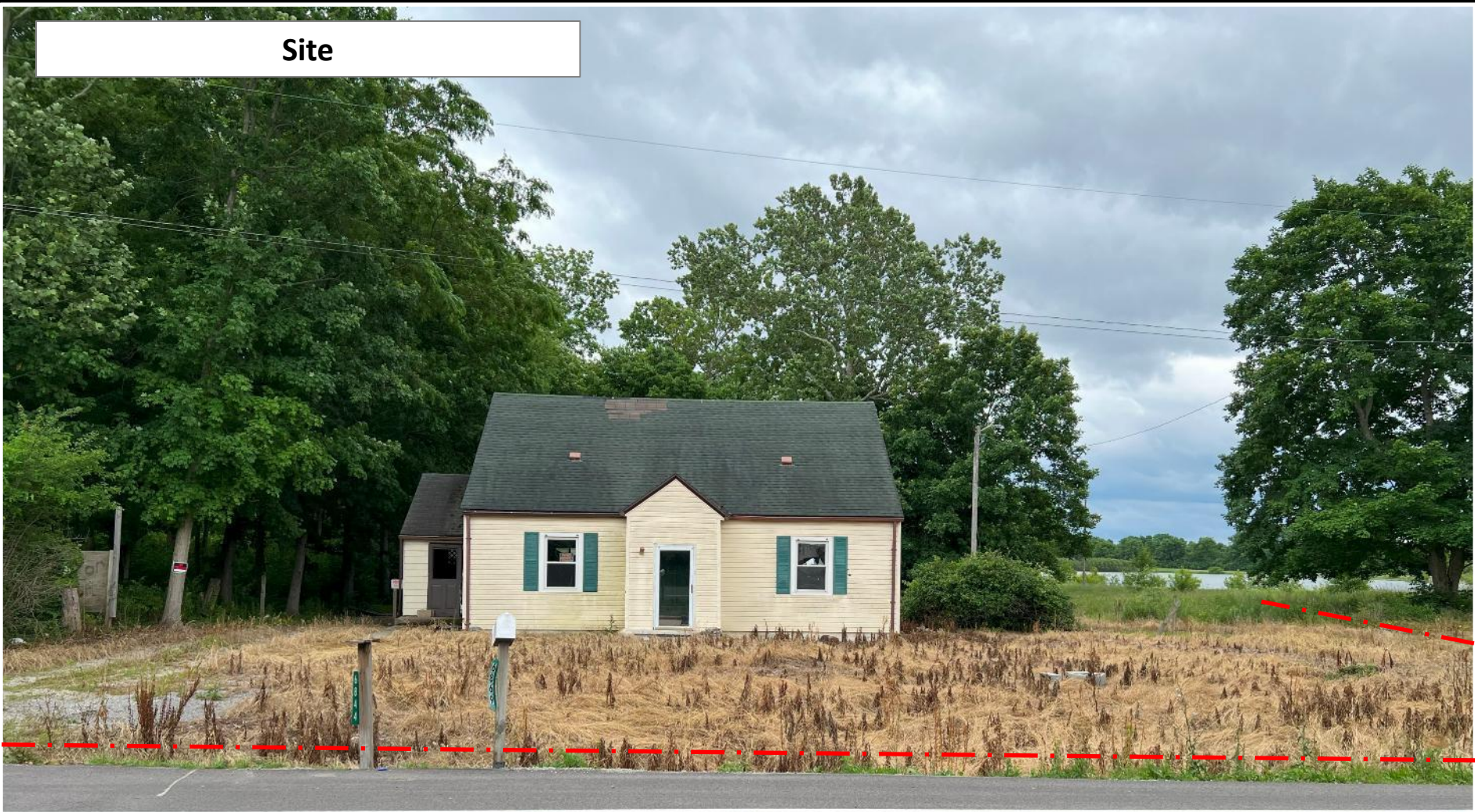
Site Aerial - North



Site Aerial - South



Site



Germantown Pike / OH 4

50 MPH
6,603 ADT
Page 44 of 99

Across Site

Germantown Pike / OH 4

50 MPH
6,603 ADT

Traffic – Northbound

Germantown Pike / OH 4

50 MPH
6,603 ADT

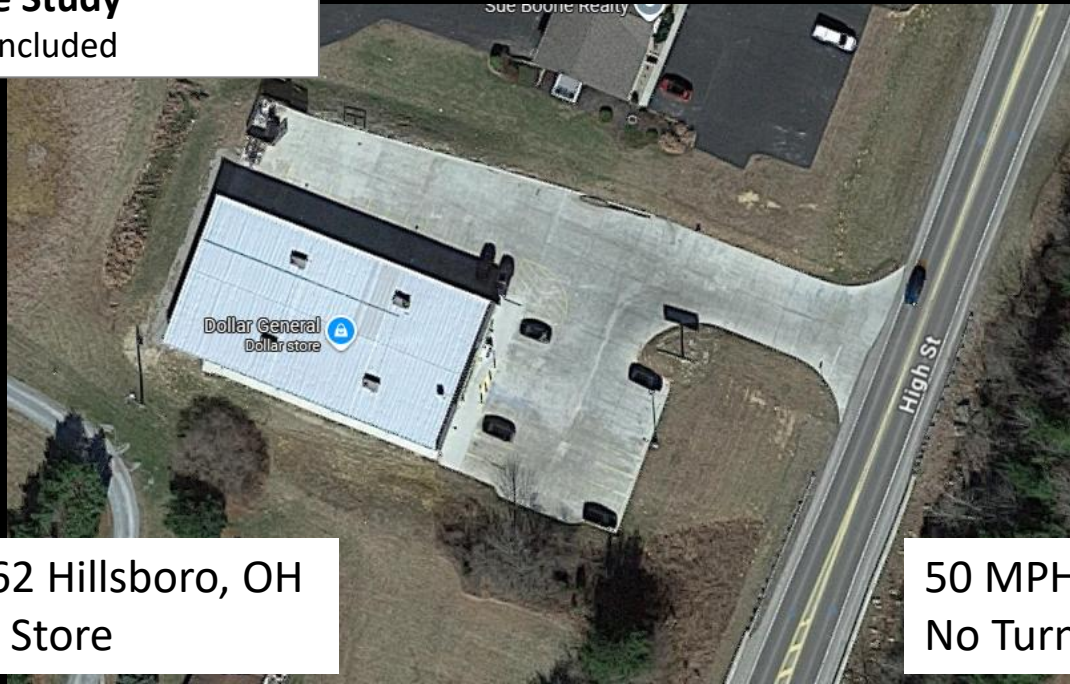
Traffic – Southbound

Germantown Pike / OH 4

50 MPH
6,603 ADT

Traffic Case Study

Full Report included



397 US-62 Hillsboro, OH
9,100 SF Store

50 MPH 6,716 ADT
No Turn Lane Required



12388 US-50 Hillsboro, OH
10,640 SF Store

45 MPH 3,334 ADT
No Turn Lane Required

Opposition to Proposed Zoning Change from Single-Family Residential District to Neighborhood Business District

From Lauren Isaacs <lauren@benefitattorneys.com>

Date Mon 8/18/2025 8:22 PM

To Nicholas Sorice <Nsorice@moraineoh.org>

Hi Nick,

Please see our letter below to the Planning Commission. I hope that although we are not residence of Moraine, it will still be presented as we live in a neighboring community that will be affected by this change. Thank you,

Lauren Isaacs

TO: City of Moraine Planning and Zoning Commission

Re: Opposition to Proposed Zoning Change from Single-Family Residential District to Neighborhood Business District

6844 Germantown Pike, City Lot Number 4988

Dear Members of the Planning and Zoning Commission,

I am writing as a resident of neighboring community, Jefferson Township, to respectfully express my opposition to the proposed zoning change from Single-Family Residential District to Neighborhood Business District at 6844 Germantown Pike, City Lot Number 4988 to allow for the development of a Dollar General store. Although we do not live in Moraine, our communities are very close in proximity and we will be affected.

Our community is rural, quiet, and residential by nature. Allowing a commercial business of this type would significantly disrupt the character of the area and negatively impact the quality of life for nearby residents. My concerns include:

1. **Traffic and Safety** – Increased traffic from delivery trucks and shoppers would create safety hazards on roads not designed for high-volume or commercial traffic. This is particularly concerning for children, school buses, and agricultural vehicles that regularly use these roads.
2. **Property Values** – The presence of a discount retail chain in close proximity to homes has been shown to reduce residential property values, which is unfair to long-term homeowners who have invested in this community.
3. **Community Character** – This is a rural residential area, not a commercial corridor. A Dollar General store would alter the landscape and erode the small-town, agricultural character that residents value.
4. **Local Economy** – Rather than supporting small, locally owned businesses, a chain store funnels money out of the community. Our town benefits when residents support local businesses that reinvest here.

5. **Overly Saturated Population of Dollar General Stores** – There are already multiple Dollar General stores already located within 10 minutes of the proposed location:

- 3.9 Miles – Miamisburg, Linden Ave.
- 4.8 Miles – Dayton, Gettysburg Avenue
- 5.4 Miles – Dayton, W. Third Street
- 4.8 Miles – Germantown, Germantown Pike
- 10 Miles – New Lebanon, W. Main Street

These stores are in addition to Dollar Trees and Family Dollars.

6. **Dollar General Reputation** – All of the following issues have been associated with Dollar General:

- Deceptive pricing
- Targeting vulnerable communities
- Limited access to healthy foods for residents
- Environmental concerns
- Increased crime
- Low wages
- Workplace safety issues
- Product quality

Most of us who have chosen to live in these rural areas, do so because we enjoy and appreciate nature, agriculture and want to avoid seeing and living by such eyesores such as Dollar General Stores.

For these reasons, I strongly urge the Commission to research each of these issues and **deny the zoning change request**. Preserving the residential and rural integrity of our community is vital to maintaining the safety, value, and character of our neighborhoods.

Thank you for your time and thoughtful consideration of the concerns of local residents and those of neighboring communities. I appreciate your commitment to protecting the long-term interests of our community.

Respectfully,

Lenval and Lauren Isaacs
2491 Liberty Ellerton Road
Dayton, OH 45417

Aimee & Gary Tremaine
3782 Liberty Ellerton Rd
Dayton Ohio 45417
August 13, 2025

To:
City of Moraine Ohio Council or Planning & Zoning Commission
4200 Dryden Road
Moraine, Ohio 45439

Subject: Opposition to Proposed Dollar General Store at 6844 Germantown Pike

Dear Council Members/Commission Members,

I am writing to formally express my opposition to the proposed development of a Dollar General store on the property located at [exact address or parcel number], which is currently zoned for residential use.

Our community chose this area for its rural character, open spaces, and quiet environment. Allowing a commercial retail store—particularly one of this size and type—would significantly alter the nature of our neighborhood. The addition of such a store would likely lead to:

- 1 Increased Traffic and Safety Concerns: Rural roads are not designed to accommodate the high volume of delivery trucks and additional daily traffic that a Dollar General store would generate. This poses safety risks, especially for children, pedestrians, cyclists, and local wildlife.
- 2 Negative Impact on Property Values: Studies have shown that the introduction of chain discount stores into rural residential areas can lower nearby property values, making it harder for residents to protect their investment.
- 3 Erosion of Rural Character: The peaceful, low-density nature of our community would be disrupted by extended business hours, bright signage, and noise from deliveries and customers.
- 4 Precedent for Further Commercial Development: Rezoning for this project could open the door for additional commercial enterprises, fundamentally changing the identity and desirability of our neighborhood.

There are more appropriate commercially zoned areas within the city limits that could accommodate such a store without compromising the character and safety of a residential neighborhood. I urge you to protect our community by denying any rezoning requests or special use permits for this project.

Thank you for your consideration and for your commitment to maintaining the integrity of our city's zoning and land-use policies.

Proposed zoning change

From Jon Boehringer <jonb108@gmail.com>
Date Tue 8/19/2025 1:12 PM
To Nicholas Sorice <Nsorice@moraineoh.org>

 1 attachment (1 MB)
Screenshot (1).png;

My name is Jon Boehringer and I live at 4323 South Union Road. I believe that the proposed zoning change is not only unnecessary but will be harmful to the city and the immediate community. I have attached a map and on the map there is a fairly hazardous intersection. Placing businesses in this area will create even more of a bottleneck and potential crashing hazard. Also in the event that the developer is considering a dollar general in the area. There are currently 4 of these stores approximately 10 minutes in either direction. Which will most likely cause this store to fail or attract a criminal element into our community. In the event the store fails, then we have another derelict building sitting in our community. Furthermore this is mostly an agricultural area. The increase in traffic congestion mixed with large, extra wide farm machinery is a recipe for disaster. Last but not least there is a cemetery located at the end of the block so the added congestion of a funeral procession. Thank you for your time.

I, Sheryl Measel, residing at
6754 Coermantawh Pike, miamisburg OH

oppose the proposed rezoning of Parcel J44204201 0035 and any
portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of
any business in this location, currently and specifically the Dollar
General store which is the basis for the rezoning request.

Signature Sheryl Measel

Date 8-13-25

Phone 937-239-2335

I, William A. Barbee Jr., residing at

4619 S. Union Rd, Miamisburg, Ohio,

oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Signature William A. Barbee Jr.

Date 8/14/2028

Phone _____

I, Scott H Lucido, residing at
6754 RT 4

oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Signature Scott Lucido

Date 8-14-2025

Phone 937-581-2178

I, Ronnie Sallee, residing at
4091 S. Union Rd

oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Signature Ronnie Sallee

Date 8/16/25

Phone 937-231-9958

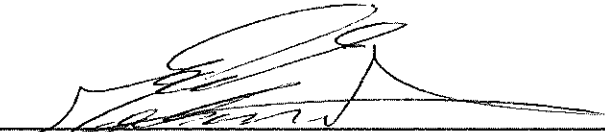
I, Mahmoud Hindi (Steve Hindi),

Residing at 3705 Trail on and 3507 Clearview,

Oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Oppose the rezoning of 6844 Germantown Pike, Miamisburg OH 45342 from residential (R-2) to Business (B-1). I'm not in favor of a Dollar General to locate at this address.

Signature



Date

8-18-25-

Phone

937-750-6694

I, MARTHA STAMPER,
Residing at 6415 GERMANTOWN PK DAYTON OHIO 45417,

Oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Oppose the rezoning of 6844 Germantown Pike, Miamisburg OH 45342 from residential (R-2) to Business (B-1). I'm not in favor of a Dollar General to locate at this address.

Signature Martha Stamper
Date 8-19-62

Phone 937-238-8993

I, HAROLD BAYSMAN,

Residing at 6415 GERMANTOWN PIKE DAYTON OH 45417,

Oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Oppose the rezoning of 6844 Germantown Pike, Miamisburg OH 45342 from residential (R-2) to Business (B-1). I'm not in favor of a Dollar General to locate at this address.

Signature HAROLD BAYSMAN

Date 8-19-62

Phone 1-937-8142083

^{we} I, Randall & Donna Jones, residing at
4053 S. Union Rd. Miamisburg Ohio 45342,
oppose the proposed rezoning of Parcel J44204201 0035 and any
portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of
any business in this location, currently and specifically the Dollar
General store which is the basis for the rezoning request.

Signature Randall L. Jones Donna Jones

Date 8/18/2025

Phone 937-869-0450
937-869-0361

I, Linda Liffin,
Residing at 6710 Germantown Pike Miamisburg, OH

Oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Oppose the rezoning of 6844 Germantown Pike, Miamisburg OH 45342 from residential (R-2) to Business (B-1). I'm not in favor of a Dollar General to locate at this address.

Signature

Linda Liffin

Date

8/19/25

Phone

514-377-7495

I, Dan Luffin,

Residing at 6710 Germantown Pike,

Oppose the proposed rezoning of Parcel J44204201 0035 and any portion of Parcel J44204201 0034 from R-2 to B-1. I am not in favor of any business in this location, currently and specifically the Dollar General store which is the basis for the rezoning request.

Oppose the rezoning of 6844 Germantown Pike, Miamisburg OH 45342 from residential (R-2) to Business (B-1). I'm not in favor of a Dollar General to locate at this address.

Signature Dan Luffin

Date 8-19-2025

Phone 574-377-7494

TA-02-2025 - MCO 521.07 Fences

Department: Community Development

Request: Presentation

Item Background and Purpose:

Amendment on provisions of fencing, including barbed wire, zoning vs building permit, and additional supplementation for authority of fence construction.

Attachments:

1. TA-02-2025 Legal Notice
2. Planning & Council - MCO 521.07 3-27-25



**PLANNING COMMISSION LEGAL NOTICE
TA-02-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 521.07 regarding Barbed Wire Fencing and Fencing Requirements.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

521.07 FENCES

(a) All fences six (6) feet in height or less and permitted by this Code require a Zoning Permit. All fences exceeding six (6) feet in height and permitted by this Code require a Building Permit.

(b) No person shall erect or maintain any fence charged with electrical current on land zoned residential.

(c) No person or business shall erect or maintain a barbed wire fence ~~which abuts or is adjacent to any public street or sidewalk. This subsection (b) does not prevent the placement and use of not more than three strands of barbed wire on top of a fence other than a barbed wire fence, provided such strands are not less than seventy-two inches from the ground.~~ except for businesses located in an M-1 or M-2 Industrial District in which case three (3) strands maximum of barbed wire on top of a fence is permitted.

Spiral barbed wire fencing is not permitted in any district.

A business desiring barbed wire fencing in the B-1 or B-2 Districts must request and obtain a variance from the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.

Repairs to pre-existing barbed wire fencing or barbed wire fencing previously approved by the Board of Zoning Appeals will not require a variance to complete the repair work.

All fences permitted by this Code in every Zoning District shall be in good repair and not display rust or damage.

(d) Whoever violates this section is guilty of a minor misdemeanor.

TA-03-2025 - MCO 1181.04 Standards for Accessory Buildings and Uses in Residential and Agricultural Districts

Department: Community Development

Request: Presentation

Item Background and Purpose:

Residential Fencing Provisions and the addition of corner lot/double frontage/reverse corner lot fencing.

Attachments:

1. TA-03-2025 Legal Notice
2. Planning & Council - MCO 1181.04 3-27-25
3. Lots Explained



**PLANNING COMMISSION LEGAL NOTICE
TA-03-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 1181.04 regarding Accessory Fences, Security Fences, and General Fence Provisions in Agricultural and Residential Districts.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1181.04 STANDARDS FOR ACCESSORY BUILDINGS AND USES IN RESIDENTIAL AND AGRICULTURAL DISTRICTS.

(a) An accessory building may be erected as an integral part of a principal building or it may be connected thereto by a breeze way or other similar structure, provided that no such accessory building may be erected or used as a stable or primarily for the keeping of animals or birds except where the use is specifically permitted by the specific zoning district.

(b) An accessory building may be erected detached from the principal building. No detached accessory building shall be erected in any required yard except a rear yard.

(c) A detached accessory building shall not exceed fifteen (15) feet in height in Residential Districts.

(d) On a corner lot abutting in the rear or side lot in a Residential District, any accessory building or part thereof within twenty-five (25) feet of the common lot line shall not be closer to the side street lot line than the least depth of the front yard required on such other lot fronting the side street, and in no case shall any part of such accessory building be closer to the side street lot lines than the least width of the side yard required for the principal building to which it is accessory.

(e) No accessory use or structure in any Residential District except an off-street parking area shall be permitted nearer to any front lot line than sixty (60) feet, unless such use or structure is contained within or constitutes an integral part of the principal building. However, if the owner of a corner lot, with approval of the Board of Zoning Appeals designates the longer street lot line as the front lot line, then the requirement of this section shall apply to establish the permitted distance of an accessory building from only the shorter street lot line.

Patios, open porches and carports may be located in side and rear yards provided they are not closer than three (3) to any adjacent property line. If located closer than eight (8) feet, they shall be screened by an evergreen hedge or fence not less than four (4) feet in height and maintained in good condition. In case of a corner lot, no patios or porches shall be closer to the side street lot line than the least depth required for such side yard.

(f) Home Occupations. No home occupation shall be allowed in any Residential District, except as an accessory use, and unless it complies with the following conditions and requirements:

A. The primary use of the structure or dwelling unit shall remain residential and the operator or the home occupation shall remain a resident in the dwelling unit.

B. The operator conducting the home occupation shall be the sole entrepreneur, and he shall not employ any other person other than a member of the immediate family residing on the premises.

C. No structural additions, enlargements, or exterior alterations changing the residential appearance to a business appearance shall be permitted; nor the use of mechanical equipment not customary in dwellings.

D. Such home occupations shall be conducted entirely within the primary building or dwelling unit used as a residence.

E. No additional and separate entrance incongruent with the residential structural design shall be constructed for the purpose of conducting the home occupation.

F. No provision for extra off-street parking or loading facilities, other than the requirements and permitted facilities of the zone district, shall be permitted. No part of a minimum required setback distance shall be used for off-street parking or loading facilities, and no additional driveway to serve such home occupations shall be permitted.

G. No display of goods or external evidence of the home occupation shall be permitted, except for one (1) nonanimated, nonilluminating, nonflashing announcement plate, indicating not more than the name and address of the resident. Such plate shall be attached flat against the wall of the residence and shall not exceed two (2) square foot in total surface area.

H. No stock in trade or commodities, other than those prepared, produced or created on the premises by the operator of the home occupation, shall be kept or sold on the premises.

(g) Swimming Pools. No private swimming pool, exclusive of pools less than one and one-half (1 1/2) feet in depth and portable swimming pools with a diameter less than twelve (12) feet or with an area of less than 100 square feet, shall be allowed in any Residential District, except as an accessory use and located in the rear yard, and unless it complies with the following conditions and requirements.

(1) The pool is intended and is to be used solely for the enjoyment of the occupants and guests of the principal use of the property on which it is located.

(2) The pool may not be located closer than ten (10) feet to any property line, and such location shall be in accordance with all pertinent provisions of Section [1181.01](#) hereof and shall be measured from the water line. Accessory buildings shall maintain the minimum side yard required. Any walks or paved areas adjacent to the pools shall be considered as patios for the purpose of this Zoning Code and shall conform to the provisions of subsection (e) hereof.

(3) The swimming pools, or the entire rear yard of the property on which it is located, shall be walled or fenced to prevent uncontrolled access by children from the street or from adjacent properties. Such fence or wall shall be six (6) feet in height and maintained in good condition with a gate and lock.

(h) Tennis Courts. Tennis courts and other similar playing courts may be located in any rear yard with the fence located no closer than five (5) feet of any property line, provided the location of such courts are in accordance with all pertinent provisions of this section. Such courts may be fenced with a chain link fence located around the perimeter of the court, but any fence over six (6) feet in height shall be planted with large shrubs in sufficient quantities to screen and filter the view of the fence from neighboring properties.

(i) Earth Satellite Stations in Residential Districts. Within Residential Districts, the following provisions shall apply to ground satellite stations:

(1) Such ground stations or antennas shall be for the personal use of such residents;

(2) Such ground stations or antennas shall contain no graphic message or advertising;

(3) Ground-mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:

A. Such stations or antennas not mounted on the roof of a primary or accessory structure shall be located in the rear yard only and shall not exceed an above grade height of fourteen (14) feet.

B. Such stations or antennas shall have a three (3) foot setback observed from all property lines. This distance shall be measured horizontally from the perpendicular to that part of the structure nearest the property line; and

(4) Roof mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:

A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.

B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than four (4) feet above the roof on which they are mounted nor extend beyond the edge of the roof line. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.

C. The diameter of any dish antenna mounted upon the roof of a primary or accessory structure shall not exceed four (4) feet.

(5) No more than one (1) dish-type antenna will be permitted on any one lot.

(Ord. 1103-95. Passed 2-9-95; Ord. 1279-99. Passed 1-28-99.)

(j) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in residential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private property; give security and privacy to residents; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor living space; and generally improve the aesthetic appearance of a site. **Fencing cannot display rust or show damage.**

(1) Front Yards.

A. Hedges not to exceed four (4) feet in height may be located in any front yard.

B. An ornamental fence or ornamental wall may be located in any front yard or court as follows:

1. The height of any ornamental fence or wall may not exceed three (3) feet above the ground at any point.

2. Any ornamental fence or wall, as permitted in the subsection, shall be so constructed as to provide a ratio of solid portion to open portion not to exceed one to one, the proportion of solid area to open area to be determined in elevation.

3. Such fence or wall may not be located closer than three (3) feet to the front lot lines.

4. The total length may not exceed fifty percent (50%) of the lot frontage.

5. No wire-type fence may be used.

(2) Rear and side yards. A fence, wall or hedge may be located in any rear or side yard, provided that:

A. The height of the fence, wall or hedge may not exceed six (6) feet above the ground at any point.

B. A fence or wall not to exceed ten (10) feet in height may be permitted surrounding tennis courts in any rear yard, provided the provisions of subsection (1) hereof are met

(3) Retaining walls. Retaining walls shall not project more than one (1) foot above the surface of the ground supported by such walls, unless such projection exceeding one (1) foot complies with the applicable requirements of this section.

(4) Security fences. ~~No Barbed wire; and other sharp-pointed material or electrically charged material shall be used in the construction of a fence allowed agricultural uses and only upon approval of the Police Department.~~ **fencing is prohibited in agricultural districts unless a variance is requested and approved by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code, except that barbed wire and other sharp-pointed fencing is permitted in agricultural districts without a variance for the purpose of keeping animals enclosed in an area.**

Barbed wire and electrical fencing are not permitted in any residential districts.

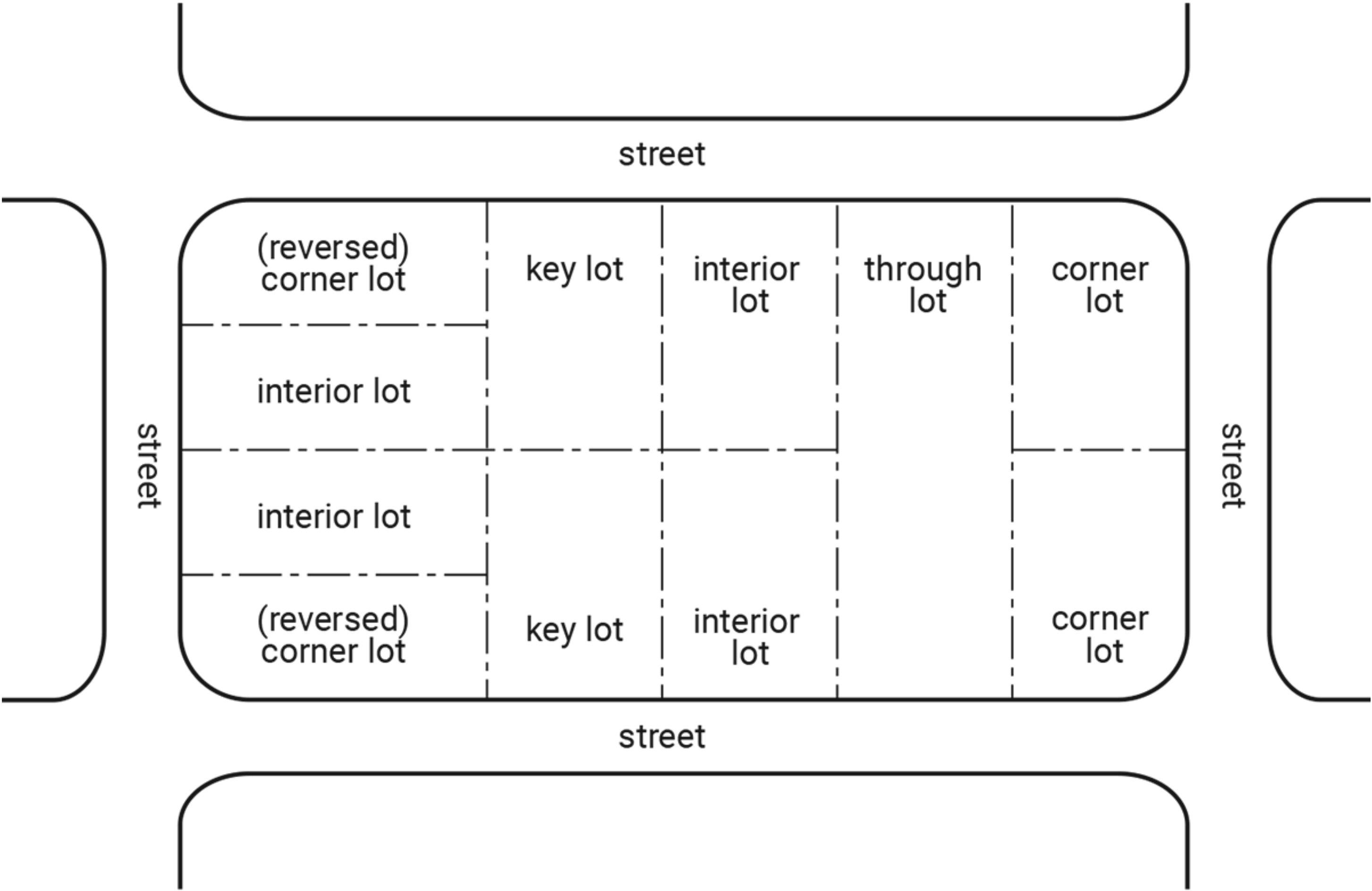
Battery-charged fences are permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and said fences shall comply with Ohio Revised Code 3781.1011.

(Ord. 1103-95. Passed 2-9-95; Ord. 1279-99. Passed 1-28-99.)

(5) Fences. All post and framing members shall be on the owner's side of the property. No fence shall be erected next to an existing fence. It shall be the owner's responsibility to verify all property lines. **A Zoning Permit is required for fences six (6) feet or less in height. A Building Permit is required for fences in excess of six (6) feet in height. In residential districts, fences in excess of six (6) feet in height require a variance issued by the Board of Zoning Appeals per the process delineated in Chapter 1125 of this Code.**

(6) On corner lots or lots abutting upon two (2) or more streets at their intersection, or upon two (2) parts of the same street, fencing shall be a minimum of eight (8) feet away from the street side lot lines or aligned to the sides of the structure. This requirement shall also apply to double frontage and reverse-corner lots. Six (6) feet in height of fencing is permitted on double frontage and reverse-corner lots except in the front of the dwelling per front lot lines.

(Ord. 1499-03. Passed 6-26-03.)



TA-04-2025 - MCO 1181.05 Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts

Department: Community Development

Request: Presentation

Item Background and Purpose:

Text Amendment for Fencing Provisions of B1, B2, M1, and M2 districts along with fence development requirements.

Attachments:

1. TA-04-2025 Legal Notice
2. Planning & Council - MCO 1181.05 3-27-25



**PLANNING COMMISSION LEGAL NOTICE
TA-04-2025**

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances section 1181.05 regarding Security Fences, and General Fence Provisions for Conservation, Business, and Industrial Districts.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1181.05 STANDARDS FOR ACCESSORY BUILDINGS AND USES IN CONSERVATION, BUSINESS AND INDUSTRIAL DISTRICTS.

(a) Earth Satellite Stations in Nonresidential Districts. Within nonresidential districts, the following shall apply to ground satellite stations:

- (1) Such ground stations or antennas shall contain no graphic message or advertising.
- (2) Ground-mounted stations or antennas shall be considered accessory structures and shall comply with the following conditions and requirements:
 - A. Such stations or antennas not mounted on the roof of a primary or accessory structure shall be located in the rear yard only and shall not exceed an above-ground height of fourteen (14) feet.
 - B. Such stations or antennas not be located within fifty (50) feet of a public right of way or within thirty (30) feet of a rear or side lot line and shall be not closer than fifty (50) feet from a lot line or a Residential District.
- (3) Roof-mounted stations or antennas shall comply with the following conditions and requirements:
 - A. Such stations or antennas shall be mounted directly on the roof of a primary or accessory structure and shall not be mounted on appurtenances such as chimneys, towers or spires.
 - B. Such stations or antennas mounted on the roof of a primary or accessory structure shall not exceed a height of greater than twelve (12) feet above the roof on which they are mounted. The height shall be measured vertically from the point at which such station or antenna is mounted on the roof.
- (4) No more than one (1) dish-type antenna will be permitted on any one (1) lot.

(b) Accessory Fences, Walls and Hedges. The intent of these provisions is to outline the regulations for accessory fences, walls and hedges in nonresidential districts. Such structures are permitted in order to: provide for orderly transition between land uses; protect and screen private; give security and privacy; and provide a physical and visual barrier; reduce wind and modify climate; define property lines; create and define outdoor storage space; and generally improve the aesthetic appearance of a site.

(1) Other permissible locations. Fences, walls or hedges may be erected on public recreation areas, school grounds and in Industrial Districts, and are not subject to the requirements of this section, but no such fence, structure or planting shall be erected or maintained with twenty (20) feet of the corner so as to interfere with traffic visibility across the corner.

(2) Security fences. No barbed wire, other sharp-pointed material or electrically charged material shall be used in the construction of a fence, except to fence potentially hazardous areas or for security purposes in high risk areas, and only upon approval of the Police Department. **Battery-charged fences are permitted in non-residential districts upon issuance of a Zoning Permit and said fences shall comply with the provisions of Ohio Revised Code 3781.1011.**

(3) In Business Districts B-1 and B-2, fencing shall not exceed six (6) feet in height for side and rear yards. In Business Districts B-1 and B-2, fencing shall not exceed four (4) feet in front yards. Required screening shall first be approved by the Community Development Department for height determination.

(4) In Industrial Districts M-1 and M-2, fencing height shall first be approved by the Community Development Department for height determination.

(5) All fences six (6) feet in height or less require a Zoning Permit. All fences which exceed six (6) feet in height require a Building Permit.

(6) Set-back requirements along Right of Ways and sidewalks shall first be approved by the Community Development Department to ensure proper safety and visibility.

(7) Fencing cannot display rust or show damage.

(Ord. 1103-95. Passed 2-9-95.)

TA-06-2025 - New MCO Section "Mobile Food Vendors"

Department: Community Development

Request: Presentation

Item Background and Purpose:

A new addition to the Moraine Codified Ordinances in which Mobile Food Vendor Provisions, Penalties, Fees, Tax Requirements, and Overall Safety are added as we do not have a specific section for Food Trucks.

Attachments:

1. TA-06-2025 Legal Notice
2. CORRECTED OMIT Planning & Council - MCO 1185.23 MOBILE FOOD VENDORS 2-26-25



PLANNING COMMISSION LEGAL NOTICE
TA-06-2025

The Moraine Planning Commission will be holding a meeting on Tuesday, August 19, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Planning Commission case is to amend the Moraine Codified Ordinances to add a new section called *Mobile Food Vendors*. This would include the general provisions, licensure, fees, enforcements, and penalties for Mobile Food Vendors.

Any person interested in or affected by this public meeting may appear and be heard at said public meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1185.23 MOBILE FOOD VENDORS

(A) Definitions. For purposes of this Section, a **Mobile Food Vendor** shall be defined as any person who sells, offers for sale, or distributes free of charge, food or beverages to the public from any unit (vehicle, trailer, cart, wagon, or similar use) which is designed to be readily moveable and which changes location from time to time. A **Mobile Food Vendor** unit shall not include tents or similar portable structures. The food may be cooked, wrapped, packaged, processed and/or portioned for service, sale, or distribution in the mobile food vendor unit. The sale of products other than food or beverages is prohibited.

For purposes of this Section, **Calendar Year** shall be defined as beginning on January 1st and ending on December 31st.

(B) Mobile Food Vendor License Required.

(1) Except as provided in division (D) of this Section, no person shall engage in the business of operating a mobile food vendor unit within the City without a current and valid mobile food vendor license issued pursuant to this Section.

(2) Any person desiring to operate a mobile food vendor unit within the City shall make a written application with the City Planner or authorized designee for a mobile food vendor license. The application for such license shall include the following:

- (a) A fully completed mobile food vendor license application on form(s) provided by the City.
- (b) Written permission of the property owner(s) consenting to the mobile food vendor operation on any and all properties on which the unit will operate, if applicable.
- (c) A site plan showing any and all properties on which the unit will operate for sales purposes, with the proposed location and dimensions of the mobile food vendor unit relative to buildings, parking and loading areas, streets and driveway approaches, refuse containers, and any other site information the City may require.
- (d) Color photographs of all sides of the mobile food vendor unit and any signage to be used in operation of the business. Temporary signage may be permitted per Section 1189.15 of the City of Moraine Codified Ordinances with authorization of the property owner.
- (e) A signed indemnification statement and copy of liability insurance for the business in an amount not less than \$1,000,000, naming the City of Moraine as an additional insured, as further described below.
- (f) A valid copy of all licenses or permits required by the County of Montgomery, the State of Ohio, and any subsidiary enforcement divisions thereof, including but not limited to the Public Health - Dayton & Montgomery County and the Bureau of Motor Vehicles.
- (g) Proof of registration with the City's income tax division if operating within the City for more than 20 days in a calendar year.
- (h) Any additional information which shows the proposed operation will satisfy the requirements of this Section and all applicable laws.
- (i) A signed statement that the vendor will hold harmless the City and its officers and employees, and shall indemnify the City, its officers and employees for any claims for damage to property or injury to persons which may be occasioned by any activity earned on under the terms of the mobile food vendor

license. The mobile food vendor shall furnish and maintain such public commercial general liability insurance, including products liability, property damage, bodily injury and personal and advertising injury against claims for injuries to persons or damages to property which may arise from or in connection with the operations under the mobile food vendor license or in connection therewith. Such insurance shall be issued by an insurance company licensed to do business in Ohio and shall provide coverage of not less than \$1,000,000 per occurrence. The policy shall cover, or be endorsed to cover, the City of Moraine, its officials, employees, and volunteers as additional insureds. Such coverage shall be primary and non-contributing as respects the additional insureds. The policy shall further provide that it may not be cancelled except upon 30 days written notice served upon the City Manager of the City.

The mobile food vendor shall provide a certificate of insurance evidencing compliance with the specifications herein prior to commencing activities pursuant to this license. A mobile food vendor license issued pursuant to the provisions of this Section shall be invalid at any time the insurance required herein is not maintained and evidence of continuing coverage is not filed with the City of Moraine.

(3) A mobile food vendor license shall be issued upon full completion of the application and determination by the City that all requirements of this Section are met. If a complete application for a mobile food vendor license is not approved, the City shall notify the applicant of the determination in writing including any reason(s) for the decision. No license shall be issued to an applicant who has a conviction within the last ten years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses.

(4) The mobile food vendor license is valid for one mobile food vendor unit only, which shall be that unit identified in the license application. The mobile food vendor license is valid only for the property or properties identified in the license application. The license must be prominently displayed on the mobile food vendor unit along with any other required licenses, and shall be available for inspection upon request.

(5) The mobile food vendor license is non-transferable and may be used only by the individual, partners, or entities to whom the license was granted.

(6) A mobile food vendor unit shall comply with all applicable federal, state, and local fire safety requirements, as determined by an inspection by the Moraine Fire Department prior to issuance of a license, and at any other time deemed necessary to address life safety concerns.

(C) Types of Mobile Food Vendor Licenses.

(1) 1 Year Mobile Food Vendor License: Non-transferable and valid for a period of one year from date of issuance. Required payment of \$150.00 with submission of the application per Section 1185.23 (B)(2) herein.

(2) 6 Month Mobile Food Vendor License: Non-transferable and valid for a period of six months from date of issuance. Required payment of \$75.00 with submission of the application per Section 1185.23 (B)(2) herein.

(3) Temporary Mobile Food Vendor License: Non-transferable and valid for a period of 3 days per calendar year. No payment is required for this license with submission of the application per Section 1185.32 (B)(2) herein.

(D) Exceptions.

(1) Mobile food vendors operating as part of a special event which is open to the general public, lasts not more than three consecutive days, and has received a temporary use permit shall not require a separate 1 year or 6 month mobile food vendor license. However, such mobile food vendors shall be subject to the provisions of this Section as determined by the City to be applicable, and may operate only during the hours of the special event. In no case shall multiple temporary use permits for such events on the same property total more than 30 days within a 90 day period.

(2) The requirements of this Section do not apply to:

(a) A mobile food vendor unit operating on the same premises as a restaurant under the same ownership. Such units shall comply with all other requirements of the City of Moraine Codified Ordinances.

(b) One or more mobile food vendor units operating on a particular property at the request of and with the written permission of the property owner or the business located on the property, which limits the sale of its food to serve only on-site employees of such business and is not open for sales to the general public. Provided, however, such mobile food vendor unit shall be subject to an inspection by the City of Moraine Fire Department and does not operate for more than three hours each day.

(E) License Fee. Upon issuance of the mobile food vendor license and as may be renewed thereafter, a non-refundable mobile food vendor license fee shall be due and payable as set forth herein.

(F) Location.

(1) A mobile food vendor unit may be permitted to operate on any property on which a non-residential principal use is located, subject to the requirements of this Section. A mobile food vendor is considered to be a temporary use, and shall not be permitted as a principal use on a property.

(2) Only with prior written authorization of the City Planner or authorized designee, a mobile food vendor may be permitted to operate within the public right-of-way in all non-residential or mixed-use zoning districts, subject to the requirements of this Section and provided:

(a) The mobile food vendor unit is parked in a legally-designated on-street parking space, except that no mobile food vendor unit shall park in angled parking spaces in the right-of-way.

(b) The mobile food vendor unit is parked in the same direction as traffic with no more than 12 inches between the curb face or edge of pavement and the unit, and with the service window of the unit facing the curb. All items shall be sold, offered for sale, or dispensed only from the curb side of a mobile food vendor unit.

(c) A mobile food vendor unit located in the public right-of-way shall not remain stationary in one location for longer than two hours. After remaining stationary in one location for up to two hours, the mobile food vendor unit shall be moved to a location at least 100 yards from the previous location.

(d) Hazard lights are operated continuously at all times when a mobile food vendor unit is parked or stopped so as to be clearly visible to drivers of other vehicles approaching such vehicle from the front or rear.

(e) The mobile food vendor unit is not operating for sales purposes in a public alley, unless specifically authorized by the City.

(f) The mobile food vendor unit is not left unattended in the public right-of-way. The City shall consider any unattended mobile food vendor unit located in the public right-of-way as an illegally-parked vehicle and may remove said unit pursuant to Chapter 351 of the City of Moraine Codified Ordinances and/or applicable Ohio Revised Code provisions.

(3) Notwithstanding divisions (F)(1) and (F)(2) of this Section, no mobile food vendor unit shall be located:

(a) Within 100 feet of property containing a restaurant located in an enclosed building, unless operated by the restaurant owner or written permission by the restaurant or property owner is provided. However, this restriction does not prevent approval of any new restaurant located in an enclosed building within 100 feet of any pre-existing approved mobile food vendor location. In that event, the mobile food vendor may continue to operate at the pre-approved location until the expiration of the license term. Upon renewal of the license, the mobile food vendor must then relocate to meet the requirements of this Section.

(b) On property used exclusively for single-family residential purposes, irrespective of its zoning classification.

(c) On any unpaved surface.

(d) Closer than five feet to any property line, unless written permission is provided by the abutting property owner.

(e) Proximate to any land owned by a public or private school, unless written permission has been granted by the school.

(f) Proximate to any property containing a festival, special or civic event that is permitted or sanctioned by the City, unless the mobile food vendor is an authorized participant in such event.

(g) Within parking spaces which are required to meet the minimum parking requirements for the property.

(G) Operating Requirements. Mobile food vendors shall meet the following requirements:

(1) A mobile food vendor may operate for sales purposes between the hours of 6:00 a.m. and 11:00 p.m.

(2) A mobile food vendor unit shall not obstruct a public way, impair the movement of pedestrians or vehicles, impair the clear view of traffic from any direction, or pose a hazard to public safety.

(3) A mobile food vendor unit shall not be in such a deteriorated physical condition as to adversely affect the character, appearance, image, or economic value of surrounding property.

(4) No mobile food vendor shall, for the purposes of attracting attention to its operation, shout or use any outside sound amplifying equipment, music, or noisemakers such as bells, horns, or whistles. Sound emanating from a mobile food vendor unit shall be in compliance with the requirements of Section 509.10 Disturbing the Peace, of the City of Moraine Code of Ordinances.

(5) A mobile food vendor unit shall not remain attached to any vehicle used to haul the unit. Such hauling vehicle shall be detached from the unit and parked in a lawful parking space separate from the unit.

(6) The mobile food vendor shall provide at least one trash receptacle and shall properly remove all waste and trash generated by the operation at least once per day and as needed to maintain cleanliness.

(7) Mobile food vendor signage is permitted as professionally applied within the outlines of the unit. One sandwich board not exceeding six square feet per sign face and three feet in height is permitted per public street frontage, but may not be placed in the public right-of-way, on a public sidewalk, or in a designated parking space.

(8) Conduct of the mobile food vendor business shall not create a public nuisance or constitute a danger to the public health, safety, or welfare.

(9) Inspections by the City of Moraine Fire Department, Police Department, and Community Development Department may occur at any given time to ensure compliance with this Section 1185.23.

(H) Enforcement.

(1) The City may deny, revoke, suspend, or not renew a mobile food vendor license issued under the provisions of this Section for any of the following reasons:

(a) The licensee is determined by the City to be guilty of any fraud or misrepresentation in connection with the submitted mobile food vendor license application;

(b) The licensee is determined by the City to be guilty of any fraud, misrepresentation, or unlawful act in connection with the business activities for which a mobile food vendor license was issued;

(c) The licensed mobile food vendor business is conducted in such a manner as to create a public nuisance or to constitute a danger to the public health, safety, or welfare;

(d) Conviction of the licensee within the last ten years for a crime of violence, a crime involving moral turpitude, a crime involving drug convictions, or a crime involving sex offenses;

(e) The licensee is found by the City to be a person who constitutes a clear and present danger to the residents of the City;

(f) The licensee violates any provision of this Section;

(g) The licensee is delinquent in financial obligations to the City;

(h) The licensee fails to maintain valid permits or licenses from the County of Montgomery, the State of Ohio, and any enforcement divisions thereof;

(i) For any good cause shown.

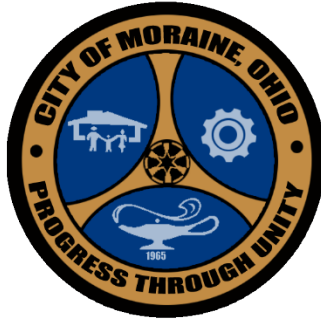
(2) When good cause has been demonstrated to deny, revoke, suspend, or not renew a mobile food vendor license, the City shall issue an order which shall become effective immediately upon service of a written notice to the licensee. Such notice shall specify the reason for denial, revocation, suspension, or non-renewal and may provide for conditions upon which the license may be approved or reinstated, upon compliance with said conditions. Should no conditions be given for the possible approval or reinstatement of the license, the order shall constitute a denial or revocation of the license.

(3) The City may allow a mobile food vendor to reapply for a mobile food vendor license after 12 months from the date of denial, revocation, suspension, or non-renewal. The mobile food vendor shall correct all circumstances that led to the violations, and shall pay an additional fee in the amount of \$500

to offset the City's costs of compliance measures, necessary inspections, and to ensure the circumstances that led to the revocation have been corrected.

(I) Penalty. Whoever violates any provision of this Section is guilty of an unclassified misdemeanor and shall be fined not more than \$1,000 for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(J) Appeal. Any person aggrieved by any administrative decision pursuant to this Section may submit an appeal of said decision to the Board of Zoning Appeals in accordance with the provisions of Section 1125.04 of the City of Moraine Code of Ordinances.



CITY COUNCIL LEGAL NOTICE

TA-07-2025

The City of Moraine City Council will be holding a Public Hearing on Thursday, September 25, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Public Hearing is to amend the Moraine Codified Ordinances section 1412.02 titled "Parking". This text amendment is for the introduction of allowing a gravel pad in the side and/or rear yard only for the purpose of parking only one (1) vehicle, one (1) recreational vehicle, and one (1) utility trailer, along with the provisions for a Zoning Permit to be issued. This section also prohibits new gravel driveway installation. This text amendment and section does not apply to permitted agricultural uses.

Any person interested in or affected by this may appear and be heard at said public hearing and meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

1412.02 PARKING.

(a) All vehicles shall park in a designated parking area. All parking areas shall be graded and provided with a suitable parking surface of asphalt, gravel, or concrete.

(b) Gravel pads are permitted in the rear yard of residential zoning districts and/or one (1) side yard for the placement of one (1) recreational vehicle, or one (1) utility trailer, or one (1) vehicle only on the gravel pad. If located in the rear yard, the gravel pad must be a minimum of three (3) feet from lot lines.

Gravel cannot be used for a driveway or driveway extension for the front, side, or rear yard. A weed barrier must be installed prior to the installment of gravel. Edging for containment of a gravel pad is required with use of wood, block, or cement. A Zoning Permit and Site Plan Review of the gravel pad with the City Engineer is required. The gravel pad must be kept free of vegetation, tall grass, and weeds per Section 1412.10 of this Code.

(c) No parking shall be allowed in a grass or landscaped area front, side, or rear yards. This section shall not apply to permitted agricultural uses. (Ord. 1459-02. Passed 5-9-02.)



CITY COUNCIL LEGAL NOTICE TA-08-2025

The City of Moraine City Council will be holding a Public Hearing on Thursday, September 25, 2025, at the Payne Recreation Center, 3800 Main Street, Moraine, OH 45439.

The agenda for this Public Hearing is to amend the Moraine Codified Ordinances section 505.08 titled "Cruelty to Animals Generally". This text amendment is for the safety of all animals. The text addition to this section sets a standard for pet stores to comply with proper care and nutrients for animals. This includes amphibians, birds, fish, mammals, and reptiles. Improper care at a pet store or any business that houses animals can compel an investigation by the City of Moraine.

Any person interested in or affected by this may appear and be heard at said public hearing and meeting. The meeting convenes at 6 pm.

Additional information regarding this proposal may be obtained by visiting the Department of Community Development or by calling Nick Sorice, City Planner, at 937-535-1037.

505.08 CRUELTY TO ANIMALS GENERALLY.

(a) No person shall:

(1) Torture an animal, deprive one of necessary sustenance, unnecessarily or cruelly beat, needlessly mutilate or kill, or impound or confine an animal without supplying it during such confinement with a sufficient quantity of good wholesome food and water; **Pet stores are to comply to proper care and nutrients to animals. This includes amphibians, birds, fish, mammals, and reptiles. Any notice of improper care of an animal at a Pet Store or any Business that houses animals can compel an investigation by the City of Moraine.**

(2) Impound or confine an animal without affording it, during such confinement, access to shelter from wind, rain, snow or excessive direct sunlight if it can reasonably be expected that the animal would otherwise become sick or in some other way suffer. This subsection (a)(2) does not apply to animals impounded or confined prior to slaughter. For the purpose of this section, "shelter" means a man-made enclosure, windbreak, sunshade or natural windbreak or sunshade that is developed from the earth's contour, tree development or vegetation;

(3) Carry or convey an animal in a cruel or inhuman manner;

(4) Keep animals other than cattle, poultry or fowl, swine, sheep or goats in an enclosure without wholesome exercise and change of air, nor feed cows on food that produces impure or unwholesome milk;

(5) Detain livestock in railroad cars or compartments longer than twenty-eight hours after they are so placed without supplying them with necessary food, water and attention, nor permit such livestock to be so crowded as to overlie, crush, wound or kill each other.

(b) Upon the written request of the owner or person in custody of any particular shipment of livestock, which written request shall be separate and apart from any printed bill of lading or other railroad form, the length of time in which such livestock may be detained in any cars or compartments without food, water and attention, may be extended to thirty-six hours without penalty therefor. This section does not prevent the dehorning of cattle.

(ORC 959.13)

(c) Whoever violates this section is guilty of a misdemeanor of the second degree. In addition, the court may order the offender to forfeit the animal or livestock and may provide for its disposition including, but not limited to, the sale of the animal or livestock. If an animal or livestock is forfeited and sold pursuant to this subsection, the proceeds from the sale first shall be applied to pay the expenses incurred with regard to the care of the animal from the time it was taken from the custody of the former owner. The balance of the proceeds from the sale, if any, shall be paid to the former owner of the animal.

(ORC 959.99(D); Ord. 1090-94. Passed 10-27-94.)

City of Moraine

Finance Department



To: Mayor & City Council

From: Annetta Williams, Finance Director

Date: September 22, 2025

Subject: August 2025 Finance Director Report

Summary

The City continues to be in a strong financial position as we move toward the end of the third quarter. Our operating expenses remain below budget across the board, and all revenues continue to remain strong at or above target. Major sources of revenue remain strong at 74% collected as we are 67% of the way through the year. General fund revenues are at 69% of the budget. For income tax, net revenues are 69% of the annual budget. Total net income tax collections for the month of August are 25% more than those collected in August 2024 and up 0.3% year to date compared to 2024. For August, our fund balances decreased by \$1,120,048 primarily due to capital project expenditures and for the year, we have increased our fund balances by \$1,694,733.

Finance Department Notes

The departments have submitted their 2026 budget requests, and they have been reviewed by Finance and Mike. Finance is working on revenue projections, preparing a comprehensive review of revenue and expenditures and assessing the overall financial summary. We are preparing to review with Council on October 21, 2025.

The final audit report should be released by the Auditor of State and available in September.

Rich has been working with Aaron on the UKG project testing the exports from UKG and Imports to VIP for various departments and working through issues.

We received 8 applications for our part-time position during the month of August. Of those applications, there were no applicants that received an interview.

Christina has been working on W-2 variance letters for accounts where the amount due based upon the W-2 is different from what the taxpayer filed/paid on their return. As of the end of August, letters have

4200 Dryden Road

Moraine, Ohio 45439

P (937) 535-1000

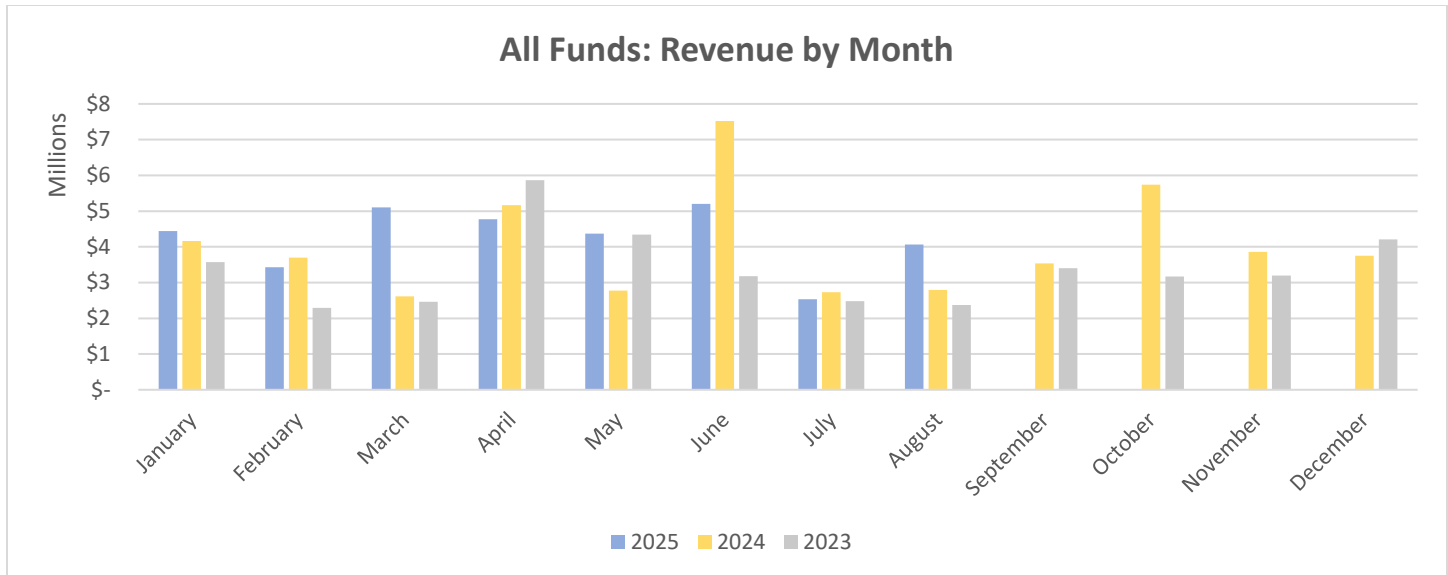
been sent to 50 accounts with FY2020-2024 W-2 variances resulting in an amount due of \$80,036. Of that, \$12,519 has been collected.

Taxpayers can continue to use the drop box in addition to the methods indicated below. 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/>.

ALL FUNDS

AUGUST 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	COLLECTED		
			2025 BUDGET	UNDER / (OVER)	COLLECTED
Local Taxes	\$ 705	\$ 750,785	\$ 1,289,503	\$ 538,718	58%
Income Taxes	1,900,261	18,484,293	26,906,250	8,421,957	69%
State Shared Taxes & Fees	95,585	608,130	906,000	297,870	67%
Special Assessments	-	123,313	586,365	463,052	21%
Intergovernmental Aid	2,798	305,079	330,100	25,021	92%
Charges for Services	50,519	371,576	505,000	133,424	74%
Civic Center	390	14,992	17,500	2,508	86%
Payne Recreation Center	6,612	66,118	58,250	(7,868)	114%
Fines & Forfeitures	30,287	254,629	319,400	64,771	80%
Miscellaneous Receipts	703,043	4,326,245	5,583,100	1,256,855	77%
Interfund Transfers	1,278,000	8,622,800	12,870,000	4,247,200	67%
Total	\$ 4,068,200	\$ 33,927,960	\$ 49,371,468	\$ 15,443,508	69%

REVENUE COLLECTIONS – ALL CITY FUNDS

Gross Revenues: Through August, our gross revenue collections for the year are at 69% of estimated revenues, slightly above target. Intergovernmental Aid revenue is at 92% of budget as the City has received a large amount of its grant funding for several street projects.

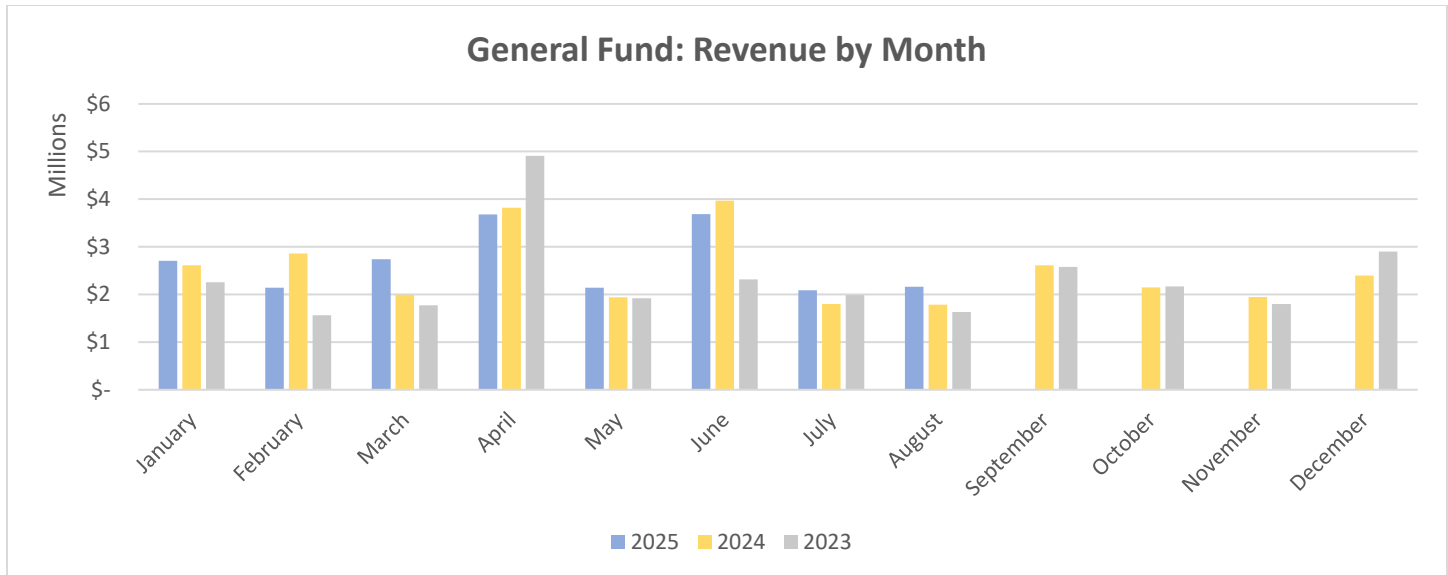
Net Revenue: After removing interfund transfers, net revenue for the month of August was \$2,287,871 and 70% of the year-to-date budget. For the year, we have experienced a 4.7% increase in year-to-date revenues compared to this point in 2024.

Interfund Transfers: Transfers for this month are in the normal range to ensure proper fund cash balances. Year to date transfers are on target for the year at 67%.

GENERAL FUND

AUGUST 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	COLLECTED UNDER / (OVER)	COLLECTED
Local Taxes	\$ 705	\$ 405,917	\$ 667,813	\$ 261,896	61%
Income Taxes	1,900,261	18,484,293	26,906,250	8,421,957	69%
State Shared Taxes & Fees	16,977	126,779	143,500	16,721	88%
Special Assessments	-	4,442	5,365	923	83%
Intergovernmental Aid	1,906	4,406	3,000	(1,406)	147%
Charges for Services	50,519	371,576	504,000	132,424	74%
Fines & Forfeitures	30,287	254,629	319,400	64,771	80%
Miscellaneous Receipts	160,326	1,692,628	1,864,500	171,872	91%
Total	\$ 2,160,981	\$ 21,344,671	\$ 30,413,828	\$ 9,069,157	70%

REVENUE COLLECTIONS – GENERAL FUND

Charges for Services: This category is primarily EMS billing receipts from Fire Department runs that can be billed to insurance. This revenue is at 73% of the budget due to a high volume of EMS runs.

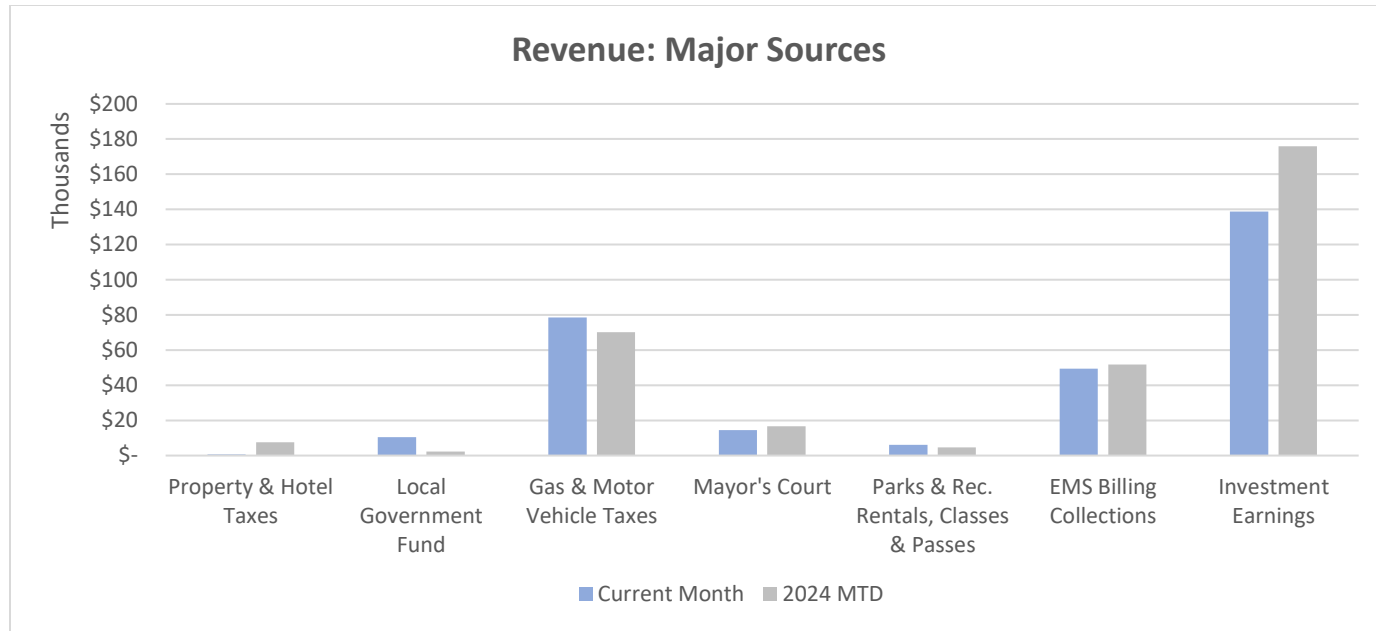
Fines & Forfeitures: This category includes the Residential and Commercial Building Permits revenues which are above target at 96% of budget.

Miscellaneous Receipts: This category is mostly comprised of interest from investments, sale of assets, and reimbursements. We received \$127,580 in interest into the General Fund in August and \$1,100,987 YTD, for 88.8% collected year to date.

MAJOR SOURCES

AUGUST 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH		COLLECTED UNDER / (OVER)		
	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	COLLECTED	COLLECTED
Property & Hotel Taxes	\$ 705	\$ 551,796	\$ 918,253	\$ 366,457	60%
Local Government Fund	10,466	88,761	113,000	24,239	79%
Gas & Motor Vehicle Taxes	78,608	481,351	727,500	246,149	66%
Mayor's Court	14,430	121,777	180,000	58,223	68%
Parks Rentals, Classes & PASSES	6,052	67,015	69,000	1,985	97%
EMS Billing Collections	49,444	365,741	500,000	134,259	73%
Investment Earnings	138,706	1,194,265	1,357,350	163,085	88%
Total	\$ 298,411	\$ 2,870,706	\$ 3,865,103	\$ 994,397	74%

REVENUE COLLECTIONS – MAJOR SOURCES

Property Taxes: This revenue is paid to the City twice a year. The distribution for the 1st half of the year was posted in April and we should receive the 2nd half payment in September.

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. Year to date collections are on target.

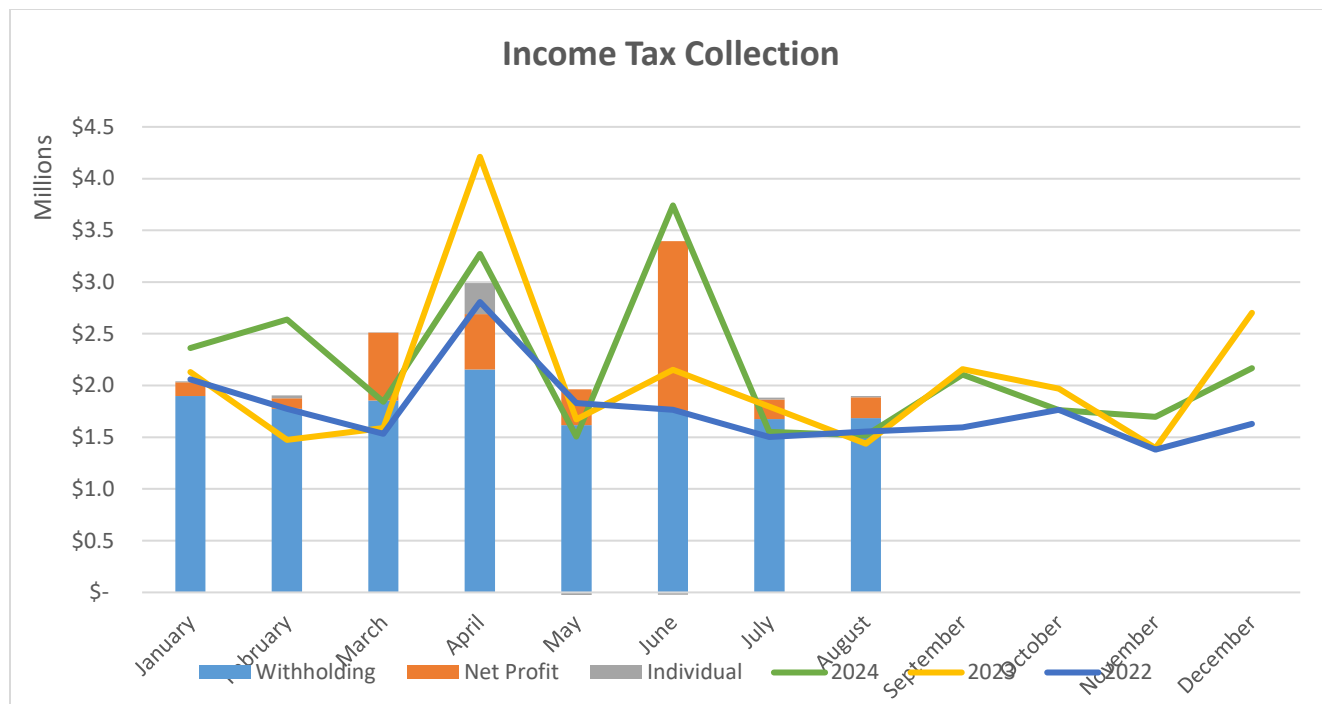
Parks Rentals & Season passes: These revenues are higher than expected at 97% of the budget. These line-item budgets were reduced in 2025 to account for the City's use of the recreation building. Overall, revenues are about the same as year-to-date 2024.

Investment Earnings: The interest earnings revenue received is higher than budgeted. We have collected 88% of our expected budget and are on track to exceed the estimated revenue budget.

INCOME TAX

AUGUST 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH	YEAR TO DATE	COLLECTED		
			2025 BUDGET	UNDER / (OVER)	COLLECTED
Electric Co. Income Tax	\$ 716	\$ 1,986	\$ 1,000	\$ (986)	199%
Income Tax Refunds	(2,672)	(369,417)	(700,000)	(330,583)	53%
Income Taxes	1,902,217	18,851,724	27,605,250	8,753,526	68%
Total	\$ 1,900,261	\$ 18,484,293	\$ 26,906,250	\$ 8,421,957	69%

REVENUE COLLECTIONS – INCOME TAX

2025 Collections: Through August, we expect to collect approximately 69% of our total estimated gross income tax revenue. We have collected \$18,851,674 slightly below the budget through August of \$18,993,261. For the year we are at 69% of our target net budget amount and about equal to year-to-date 2024. It is possible we will be under our estimated tax revenue budget for the year by roughly 1-2%.

Net Profit: Through August, we anticipate collecting 72% of our estimated Net Profit taxes. So far, we have collected 61% of the gross expected taxes. For the year, we are below our budget year to date amount by 16%. The net profit collection rate is rebounding slowly from where it was in the first half of the year, but it is likely that we will not meet the net profit estimated revenue budget. Net profit accounts for approximately 23.6% of total gross collections

Withholding: Withholding payments continue to come in strong. Through August, we anticipate collecting 60% of our estimated Withholding taxes. So far, we have collected 71% of the gross expected taxes. We are slightly above budget by 4%. Withholdings account for approximately 73.7% of total gross collections.

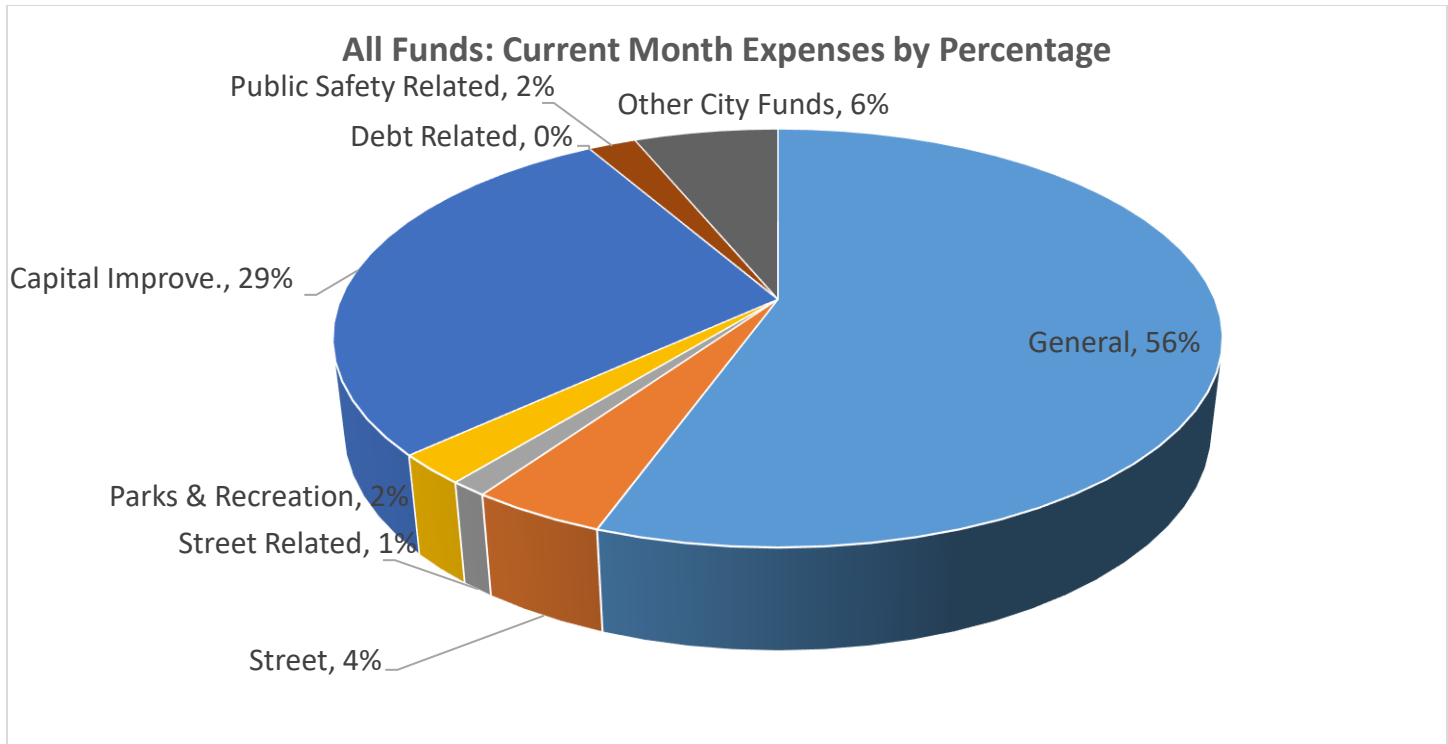
Individual: Through August, we anticipate collecting 84% of our estimated Individual taxes. So far, we have collected 73% of the gross expected taxes. For the year, we are below our budget by 12%. Individuals account for approximately 2.7% of collections.

Refunds: We have processed \$369,417 of Refunds. For the year, we have refunded 53% of the amount budgeted.

ALL FUNDS

AUGUST 2025

MONTHLY EXPENSES VS. BUDGET



EXPENSES BY FUND/TYPE	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	AVAILABLE BALANCE	% EXPENSES TO BUDGET
General Fund	\$ 2,881,549	\$ 20,126,901	\$ 31,906,084	\$ 10,128,137	63%
Street Fund	216,011	1,520,233	2,596,000	942,469	59%
Street Related Funds	60,107	416,355	1,112,622	534,434	37%
Parks & Recreation Fund	120,616	879,683	1,579,148	544,487	56%
Capital Improvement Fund	1,477,099	5,522,943	12,959,580	2,366,521	43%
Debt Related Funds	-	177,220	1,011,700	10,130	18%
Public Safety Related Funds	108,246	899,003	1,478,780	573,166	61%
Other City Funds	324,621	2,690,889	5,501,924	1,771,991	49%
Total	\$ 5,188,248	\$ 32,233,228	\$ 58,145,838	\$ 16,871,334	55%

EXPENSES – ALL FUNDS

Net Expenses: After interfund transfers, our Net Expenses for August were \$3,407,919 and year-to-date are at 51% of the budget.

Large Expenses: In August, we made a large payment on the City building renovation project of \$529,445. We made payments of \$584,583 on the annual street program, and \$309,239 for the street sweeper. Additionally, the health insurance reserve account was funded twice, for an additional \$230,000 this month due to higher claims over the last couple of months.

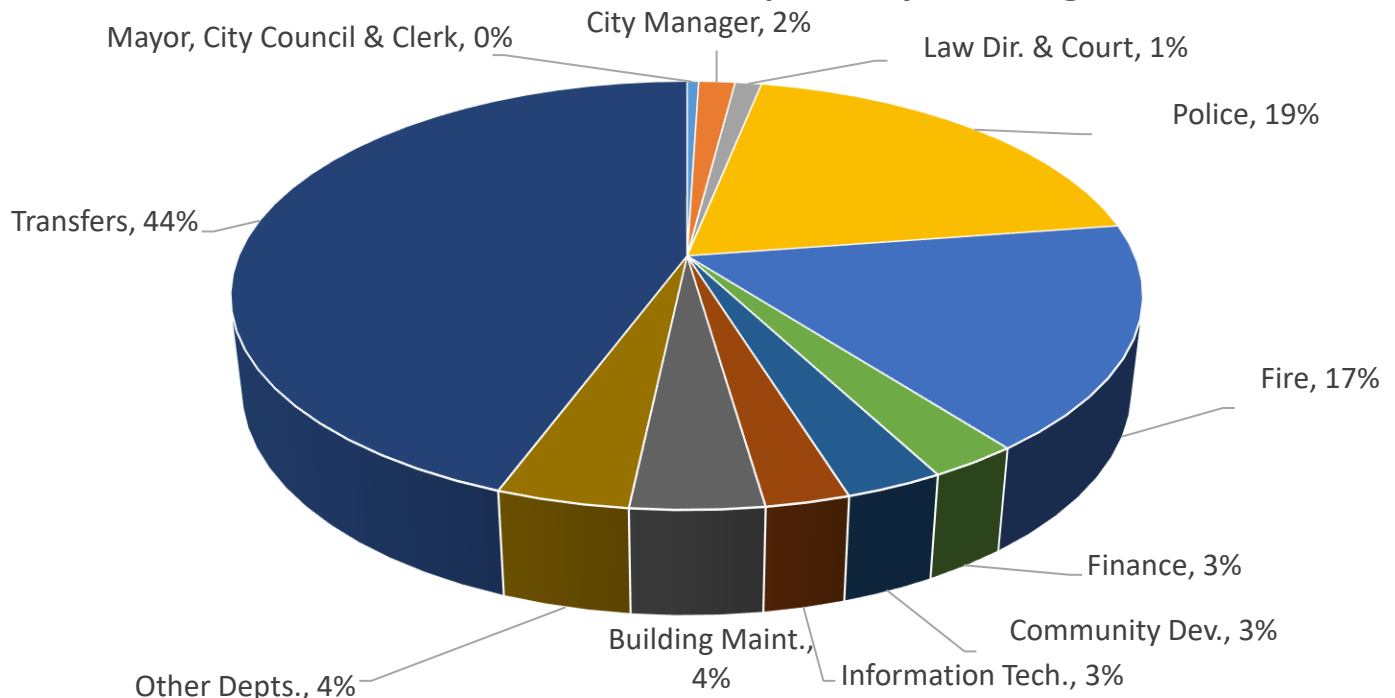
Budget Review: We are currently at 55% of the budget at 67% of the year.

GENERAL FUND

AUGUST 2025

MONTHLY EXPENSES VS. BUDGET

General Fund: Current Month Expenses by Percentage



EXPENSES BY DEPARTMENT	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	AVAILABLE BALANCE	% EXPENSES TO BUDGET
Mayor, City Council & Clerk	\$ 14,063	\$ 108,937	\$ 231,009	\$ 103,566	47%
City Manager & Info. Center	44,297	356,431	672,649	215,507	53%
Law Director & Clerk of Courts	32,166	215,314	438,286	103,941	49%
Police	561,290	3,878,660	6,273,936	2,118,240	62%
Fire	488,520	3,317,926	4,733,195	1,281,983	70%
Finance	77,550	549,004	931,320	335,629	59%
Community & Economic Dev.	84,666	528,400	1,111,000	469,208	48%
Information Technology	72,490	548,557	1,122,720	305,798	49%
Building Maintenance	114,387	901,378	1,846,913	720,683	49%
Other Departments	114,121	1,099,493	2,045,055	596,383	54%
Transfers	1,278,000	8,622,800	12,500,000	3,877,200	69%
Total	\$ 2,881,549	\$ 20,126,901	\$ 31,906,084	\$ 10,128,137	63%

EXPENSES – GENERAL FUND

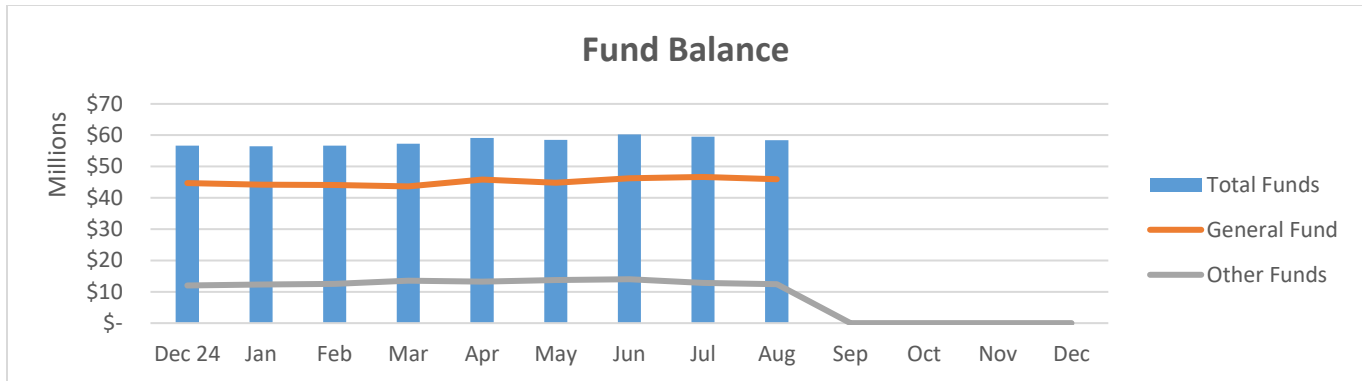
Budget Status: The General Fund is at 63% of expense budget which is slightly below target for this time of the year.

Transfers: Transfers are on track for funding our Capital and other operating funds. If there are supplemental appropriations to other funds, we will need to increase our transfer budget.

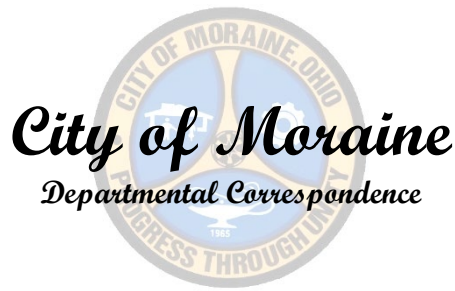
FUND BALANCES & CASH FLOW

AUGUST 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	\$ 46,681,368	\$ (720,568)	\$ 45,960,800	\$ 1,217,770
Street	287,303	438,942	(4,745)	434,197	146,894
State Highway	459,370	414,229	(9,719)	404,511	(54,859)
Parks & Recreation	227,480	323,286	(52,859)	270,426	42,946
Cemetery	96,875	90,681	(1,737)	88,944	(7,931)
Motor Vehicle License Tax	45,792	40,381	(1,330)	39,051	(6,741)
Enforcement & Education	72,551	74,246	278	74,524	1,973
Mayor's Court Computer	90,557	85,988	327	86,315	(4,242)
Clerk of Court Computer	60,372	57,324	218	57,542	(2,830)
Economic Development	484,336	622,766	356,000	978,766	494,431
Capital Improvement	5,969,408	6,928,760	(840,207)	6,088,554	119,146
Vance Darroch Project	57,381	57,381	-	57,381	-
Debt Service	187,127	190,358	444	190,802	3,675
Tax Increment Financing	48,682	201,153	470	201,623	152,940
Home Improvement Loan	700,563	713,569	1,666	715,235	14,671
City Garage	360,161	366,130	-	366,130	5,968
Miscellaneous Trust	45,654	45,471	(250)	45,221	(433)
Police Pension	52,200	63,312	3,490	66,802	14,601
Fire Pension	61,067	86,562	(25,386)	61,176	109
Insurance Reserve	1,464,773	1,447,645	(36)	1,447,609	(17,164)
Health Insurance	521,563	338,395	148,468	486,863	(34,699)
Federal Law Enforcement	42,290	43,075	101	43,176	886
State Law Enforcement Training	46,112	46,968	110	47,078	966
Drug Law Enforcement Trust	43,933	44,748	104	44,853	920
Local Fiscal Recovery	435,657	-	-	-	(435,657)
OneOhio Opioid Settlement	113,560	129,840	25,112	154,951	41,392
Total	\$ 56,717,797	\$ 59,532,578	\$ (1,120,048)	\$ 58,412,530	\$ 1,694,733



TO: Mayor
City Council

FROM: Michael Davis, City Manager

DATE: September 22, 2025

SUBJECT: City Manager's Report

1) City Manager

- a) Continued to review 2026 Department budget proposals with Finance.
- b) I attended the Dayton Area Mayors and Managers evening meeting with Mayor Murphy on September 10, 2025
- c) I also attended the Montgomery County Local Emergency Planning Committee (MCLEPC) meeting September 12, 2025 as the Dayton Mayors and Managers appointee.
- d) Enjoyed visiting with the seniors during their annual open house on September 17, 2025.
- e) Provided an update on gas and electric aggregation on September 19, 2025.

2) Engineer

- a) Ohio Public Works Commission application sent for 2027 W. Dorothy Lane Improvements.
- b) Testing has begun on the bridge carrying Main Street over CSX Railroad.
- c) Engineer Lauren Alvarado reported she is working with Springboro to explore decorative asphalt to replace the pedestrian crossing at Viking Road and Main Street.
- d) Mrs. Alvarado stated she is working on a solution for the pavement issues on the bridge carrying Springboro Pike over Holes Creek.
- e) Loop detectors were cut at Jomar Avenue and Springboro Pike. Contractor has agreed to pay for loop replacements, and we will be using those funds towards radar detectors at that intersection.
- f) Pinnacle Road culvert replacement is moving forward with construction drawings already approved and a pre-con meeting scheduled.
- g) She indicated she will be working with adjacent municipalities for a 2040 long range transportation project: transportation study along Route 4.
- h) Kettering Boulevard Improvements Program has received federal authorization to advertise this project for bids. This will be posted in January on BidExpress.
- i) Elbee Road bridge is still waiting on environmental clearance.
- j) The 2025 Crack Sealing has been tentatively scheduled for April 20, 2026.

- k) The 2025 Asphalt Paving Program is tentatively scheduled to start at the end of October. A permissive tax request will be sent with the first payment of this project.

3) Parks and Recreation

- a) Director Brent Shane reported he received two quotes for a Splash Pad design from Vortex and RWA Recreation.
- b) Halloween is quickly approaching! Boo Bash preparation continues with staff securing 14 businesses participating in Boo Bash's trick-or-treat line. There are three food trucks that will be selling food: Chick-fil-A, Little Bear, and Cinn-Wagon.
- c) The Bob Rosencrans Community Halloween Party will be on Friday, October 31, 2025.
- d) NFL Flag football program is underway.
- e) The October fitness challenge will begin on October 1, 2025.
- f) Member Appreciation was well attended. The final Member Appreciation Day of the year will be a Thanksgiving-style meal and will be scheduled for some time in early to mid-November.
- g) Christmas Smiles registration is open and will run through October 15, 2025.

4) Police

- a) September 8: Patrol officers apprehended a fugitive from Miami Dade, Florida, who had extradition warrants. The individual was arrested and taken to jail.
- b) September 9: An overdose occurred at the Red Roof Inn on Dryden. The individual was transported to the hospital.
- c) September 10: A traffic stop resulted in the arrest of a driver for felony drug charges.
- d) September 11: An assault took place at Arby's on 741. The suspect was arrested.
- e) September 15: An industrial accident occurred at Fuyao, and the individual was transported to the hospital. OSHA was notified.
- f) September 16: A traffic pursuit led to the arrest of a driver. The suspect was taken to jail.
- g) Numerous trucks were stopped and cited for violations of truck route regulations.
- h) There were 13 service calls at Walmart, 21 calls at the Red Roof Inn, 43 calls on I-75, and 9 service calls at Kroger.

5) Streets

- a) Staff performed routine maintenance at the ball fields and city flowerbeds. They also swept and mowed citywide.
- b) The ditch at Deer Meadow was cleaned of debris.
- c) Staff installed new signs and painted crosswalks on Main Street and Elter Drive.

Bi-Monthly Report

To: Michael Davis, City Manager
From: Traci Kuzminski, Fire Chief 
Date: September 17th, 2025
Subject: Activity Report

The Fire Division responded to a total of 125 Incidents from August 31st – September 13th 2025.
EMS/ Fire & Rescue –

- Division Responded to 6 Motor Vehicle Incidents
- Division responded to 75 EMS Incidents
- Division responded to 14 Fire Alarm/Detector Activations
- Division Responded to 30 all other calls

Long-term projects/issues:

- New Medic ordered. Still Waiting
- Tornado Siren replacement complete.
- In house monitoring system ordered
- Received new Staff truck
- Order of new ladder E-One Metro Quint Fire Truck through Vogelpohl Fire Equipment.

Full time hiring/promotions:

- New full-time hire Kara Westfall started 8/26/25
- Full staff as of 8/26/25

Part time hiring:

- We have 5 part time personnel currently on the roster

Short term projects/issues:

- Beginning phase of Station 30 Bathroom remodel-Contract Signed-should start in October
- Working on Annual Safety Fest
- Department Mental Health sessions
- Working on fire hose testing

Number of Inspections/Re-Inspections:

- FM Hatcher out on vacation-no inspections reported

Meetings:

- Council Meeting
- MVH EMS Coordinator Meeting

Other:

- Touch a Truck Event at 3500 Kettering 9/11
- 2 car seat checks for safety