
Regular Council Meeting



Agenda

6:00 PM October 23, 2025

Teri Murphy, Mayor

Council Members:

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

Michael Davis, City Manager
Martina Dillon, Law Director

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

I. Regular Meeting Call to Order

- A. Roll Call
- B. Pledge of Allegiance
- C. Approval of Minutes
 - 1. Regular City Council Meeting Minutes - October 9, 2025
- D. Special Presentations
 - 1. Montgomery County Fraud Alert Notification (FAN) System

II. Reports from the Following

- A. Finance Committee
- B. Finance Director
 - 1. September Finance Director Report
- C. Committee of the Whole
- D. City Manager
 - 1. City Manager's Report — October 23, 2025
- E. Law Director
- F. Mayor

III. Guest Speakers - None

IV. Business

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

Ordinances

- | | |
|---------|---|
| 2200-25 | An Ordinance denying a Zoning District Change for City Lot Number 4988 and located at 6844 Germantown Pike within the City of Moraine that encompasses a proposed 1.5 acre lot in Exhibit A from Parcel ID Numbers J44204201 0034 and J44204201 0035 from R-2 (Single Family Residence District) To B-1 (Neighborhood Business District). |
| 2201-25 | An Ordinance to amend Moraine Codified Ordinance Section 521.07 entitled “Fences.” |
| 2202-25 | An Ordinance to amend Moraine Codified Ordinance Section 1181.04 entitled “Standards For Accessory Buildings And Uses In Residential And Agricultural Districts”. |
| 2203-25 | An Ordinance to amend Moraine Codified Ordinance Section 1181.05 Entitled “Standards For Accessory Buildings And Uses In Conservation, Business, And Industrial Districts.” |
| 2204-25 | An Ordinance to add a new section 1185.23 to the Moraine Codified Ordinances |

entitled “Mobile Food Vendors”.

2205-25 An Ordinance to amend Moraine Codified Ordinance Section 1412.02 entitled
“Parking”.

2206-25 An Ordinance to amend Moraine Codified Ordinance Section 505.08 entitled
“Cruelty To Animals Generally”.

2207-25 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.

2208-25 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.

Resolutions

Voice Vote

V. Persons Appearing Before Council

VI. Any Other Business

VII. Executive Session

 A. A motion to enter into Executive Session to consider the appointment of a commission
 member(s) with business to follow.

VIII. Adjournment

RECORD OF PROCEEDINGS

Minutes of City Council

Held October 9, 2025

Regular Meeting Call to Order

Meeting called to order at 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 Present:

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

Pledge of Allegiance

Mayor Murphy led the Pledge of Allegiance.

Approval of Minutes

Regular City Council Meeting Minutes - September 25, 2025

Mayor Murphy asked if there were any changes or corrections to the September 25, 2025, Regular Council meeting minutes. Hearing none, the minutes were approved as submitted.

Special Presentations

Oath of Office - Sergeant Walter Porter

Mayor Murphy administered the Oath of Office to Sergeant Walter Porter.

Police Chief Craig Richardson reported that Sergeant Porter came to the Moraine Police Division in April 2022. He said Sergeant Porter quickly made a name for himself and garners the respect of his peers and supervisors. He said he is a great representative of the City. He discussed several accomplishments of Sergeant Porter and acknowledgements he has received from citizens.

Public Hearings

R-02-2025 - 3305 Main Street Zoning District Change from R-2 to B-2

Mayor Murphy reported that anyone wishing to speak during the Public Hearing will have three minutes.

Open Public Hearing

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Minutes of City Council

Held October 9, 2025

Mayor Murphy opened the Public Hearing for Case R-02-2025 at 6:07 PM.

Law Director Martina Dillon administered the Oath to those wishing to speak during the Public Hearing.

Staff Report

City Planner Nick Sorice reported to Council that the applicant, Mr. Omar Shaker, has applied for a Zoning District Change for 3305 Main Street from an R-2 to B-2. He noted the property has not held a form of business or usage within the property for two years. He said a Public Hearing was held by the Planning Commission. He stated all legal notices were issued per Moraine Codified Ordinances (MCO) Chapter 1127. He read a passage from MCO Chapter 1191.02(C) regarding nonconforming use of land being discontinued for two years or more. He said on the application tobacco sales is listed as a proposed use, and retail tobacco sales is a permitted use under B-2. He discussed the history of the building and uses. He said upon review and through historical references, the property has always been commercial use. He said the current Certificate of Occupancy is Mercantile, which came from a 2011 Certificate of Occupancy which was approved as a pre-existing condition. He reported the Certificate of Occupancy remains with the building and is still active unless a structural change is made or a new structure is erected on the property. He said tobacco sales are permitted under a Mercantile use group under the Ohio Building Code. Mr. Sorice reported that a Planning Commission meeting was held on September 2, 2025, and the commission members voted to approve and recommend to City Council to move forward.

Opponents/Proponents

Mr. Jerry Dunn spoke in opposition to the Zoning District Change.

Mr. Omar Shaker, the applicant, stated the property is not meant for anything else but commercial use because it is extremely small and not suited for residential use.

Close Public Hearing - R-02-2025 - 3305 Main Street Zoning District Change from R-2 to B-2

Mayor Murphy closed the Public Hearing at 6:16 PM. She stated that a vote would be taken during the Committee of the Whole meeting regarding moving the item forward for legislation.

Reports from the Following

Finance Committee

No report.

Finance Director

No report.

Committee of the Whole

Ms. Marcus noted the last Committee of the Whole meeting was on September 25, 2025. She reported there would be a meeting this evening.

City Manager

City Manager's Report - October 9, 2025

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Minutes of City Council

Held October 9, 2025

No further report.

Law Director

No report.

Mayor

Mayor's Court Monthly Report - August 2025

Mayor Murphy reported for the month of August 2025, Mayor’s Court received \$15,960.05. She noted after various expenses and disbursements, a total of \$11,659.01 was deposited into the General Fund.

Guest Speakers - None

Business

Ms. Doris Fisher of 6919 Germantown Pike spoke regarding an accident that occurred at Germantown Pike and Union Road. She showed photos of the accident to the Council members.

Ordinances

2200-25 An Ordinance denying a Zoning District Change for City Lot Number 4988 and located at 6844 Germantown Pike within the City of Moraine that encompasses a proposed 1.5 acre lot in Exhibit A from Parcel ID Numbers J44204201 0034 and J44204201 0035 from R-2 (Single Family Residence District) To B-1 (Neighborhood Business District).

Mrs. Allen stated that this Ordinance denies the request for a Zoning District Change at 6844 Germantown Pike and additional land. She said this item will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

2201-25 An Ordinance to amend Moraine Codified Ordinance Section 521.07 entitled “Fences.”

Mr. Burchett reported that this legislation approves text amendments to better clarify language and code requirements in the "Fences" section of the Moraine Codified Ordinances. He stated this item will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

2202-25 An Ordinance to amend Moraine Codified Ordinance Section 1181.04 entitled “Standards For Accessory Buildings And Uses In Residential And Agricultural Districts”.

Mr. Daugherty stated this legislation approves text amendments to Section 1181.04 of the Moraine Codified Ordinances regarding fencing. He said the legislation will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

2203-25 An Ordinance to amend Moraine Codified Ordinance Section 1181.05 Entitled “Standards For Accessory Buildings And Uses In Conservation, Business, And Industrial Districts.”

Ms. Marcus noted this legislation approves text amendments to Section 1181.05 of the Moraine Codified Ordinances regarding fencing. She said this item will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

RECORD OF PROCEEDINGS

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2204-25 An Ordinance to add a new section 1185.23 to the Moraine Codified Ordinances entitled “Mobile Food Vendors”.

Mr. Miller reported that mobile food vendors are becoming more popular, and the City of Moraine does not have any regulations in place. He said this Ordinance approves the addition of Section 1185.23 entitled "Mobile Food Vendors" to the Moraine Codified Ordinances. He stated the legislation will be passed on to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

2205-25 An Ordinance to amend Moraine Codified Ordinance Section 1412.02 entitled “Parking”.

Mrs. Whitt noted that this legislation approves text amendments to Section 1412.02 of the Moraine Codified Ordinances and allows for a gravel pad in the side or rear yard for the purpose of parking an additional vehicle as outlined in Exhibit A. She said this item will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

2206-25 An Ordinance to amend Moraine Codified Ordinance Section 505.08 entitled “Cruelty To Animals Generally”.

Mrs. Allen said that this Ordinance approves text amendments to Section 505.08 and adds language for the protection of additional types of animals. She said this legislation will be passed to the October 23, 2025, Regular City Council Meeting for a second reading and final adoption.

Resolutions

8176-25 A Resolution of Authorization authorizing the City Manager to submit application and all documentation necessary to become eligible for possible funding assistance via the Land and Water Conservation Fund Program.

Mr. Burchett reported that this Resolution is necessary to apply for a grant to assist with supporting the proposed 2026 Ora Everetts Splash Pad construction costs through the Land and Water Conservation Fund program. 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

8177-25 A Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Mr. Daugherty said the County Budget Commission has approved the property tax levy rates and estimated amounts for tax year 2025 to be collected in 2026. He stated that once adopted, the legislation must be provided to the Montgomery County Auditor in accordance with State law. 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

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ABSTAIN: None

8178-25 A Resolution authorizing the submittal of an application(s) for Federal IIJA Funds through the Miami Valley Regional Planning Commission for the 2030 Asphalt Paving Program.

Ms. Marcus stated that approval of this Resolution is necessary to allow the City of Moraine to apply for STP Funding for the 2030 Asphalt Paving Program. Ms. Marcus moved to approve.

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

8179-25 A Resolution declaring the items listed on the attached 2025 list to be surplus and no longer needed for municipal purposes and authorizing the City Manager to dispose of such items through GovDeals Auction or donation to a non-profit organization or thru a trade-in program.

Mr. Miller said that this legislation approves the disposal of items to be declared no longer of value to the City. He noted that disposal of the listed items will be through GovDeals Auction, donation to a non-profit organization, or through a trade-in program. Mr. Miller moved to approve.

RESULT: (*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

Voice Vote - None

Persons Appearing Before Council - None

Any Other Business

Parks and Recreation Director Brent Shane reminded everyone that Boo Bash will be held on Saturday, October 11, 2025, from 5:00 PM to 9:00 PM at the Gerhardt Civic Center. He said there will be a lot going on with the Trick or Treat line, a hayride, a haunted library, and the movie Haunted Mansion will be shown. He reported there will be three food vendors onsite.

Clerk of Council Karen Powell reported the City Shredding Event was held on Saturday, October 4, 2025. She noted there was a pretty good turnout, and she is looking forward to the event growing in the upcoming years. She thanked Rocky Bangert for his assistance with the City records, and also thanked Parks and Recreation Board members Sylvia Harlow and Erica Grooms for volunteering for the event.

Mrs. Allen expressed her condolences to Ms. Powell and she invited everyone out to Boo Bash.

Ms. Marcus noted a resident turned in a street sign to her, and she asked City staff to pick up the sign when possible. She reported residents are complaining about the street light at the corner of

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Ned Drive and Mays Avenue as the light is shining into their homes.

Mr. Davis said he will reach out to Miami Valley Lighting.

Mrs. Whitt congratulated Sergeant Porter on his promotion. She thanked the Fire Division and Police Division for the great job they always do.

Mr. Daugherty congratulated Sergeant Porter. He expressed his condolences to Ms. Powell, and he invited everyone out to Boo Bash.

Mr. Miller thanked Mr. Bangert and Ms. Powell for their work with the City Shredding Event. He said he hopes the event will grow and become a well-attended event. He congratulated Sergeant Porter on his promotion.

Mayor Murphy expressed her condolences to Ms. Powell. She congratulated Sergeant Porter, and she invited everyone out to Boo Bash. She stated the event is a free event. She thanked the Miami Valley Communications Council for broadcasting this meeting live as well as any future rebroadcasts.

Executive Session - None

Adjournment

Meeting adjourned at 6:35 PM.

Montgomery County Fraud Alert Notification (FAN) System

Department: Clerk of Council

Request: Presentation

Item Background and Purpose:

Representatives from the Montgomery County Recorder's Office will provide a presentation on the Montgomery County FAN System and how the program can benefit the City of Moraine.

Financial Impact:

Is Item Budgeted?: No

Funding Source: N/A

Attachments:

1. get social
2. Exposing_Deed_Fraud_Brochure
3. TOD Brochure LK_2
4. Veteran ID Brochure LK_2

CONNECT WITH US ON *Social Media*



CONTACT US



937-225-4275



www.mcrecorder.org



mcrecorder@mcoho.org



451 W. Third Street, Dayton, OH

START PROTECTING YOUR INVESTMENT

NOW

by enrolling in the
complimentary

FRAUD ALERT NOTIFICATION (FAN) SYSTEM

3 easy ways to enroll:

Scan the QR Code

with your mobile device



or

Visit www.mcrecorder.org

or

Enroll in Person

at the Montgomery County
Recorder's Office
on the 5th Floor of the
County Administration Building



LORI KENNEDY
Montgomery County Recorder

Montgomery County Recorder's Office

451 W. Third Street
Dayton, Ohio 45422
Main #: 937-225-4275
Fax #: 937-225-5980

Hours of Operation:

8:00am - 4:00pm
Monday - Friday

Email:

mcrecorder@mcoho.org

Website:

www.mcrecorder.org



Follow our progress on social media.



PROTECTING YOUR PROPERTY AGAINST DEED FRAUD

ENROLL TODAY!!!



*The Fraud Alert Notification System
is a free notification service that notifies
subscribers of all documents recorded
against their property.*

What is Deed Fraud?

Property deed fraud occurs when an individual files a fraudulent document with the county Recorder's Office, falsely claiming ownership of your home or property.

This document is usually forged and often involves a complicit notary.

Typically, the person committing the fraud does not intend to live in the property; instead, they aim to sell it quickly to an unsuspecting buyer at the property's value.

Property deed fraud can generally be reversed if detected early. For this reason, the Recorder's Office offers a notification system for all property owners in Montgomery County and encourages them to enroll.

Properties at high risk of being stolen are:

- Vacant properties abandoned due to delinquent taxes.
- Vacant properties waiting to be probated.
- Rental properties.
- Homes newly listed for sale.
- Properties vacated by snowbirds.
- Properties left unattended for any other reason.

What is the Fraud Alert Notification (FAN) System?

The Fraud Alert Notification System, also known as the FAN System, is a FREE service that notifies subscribers of all documents recorded against their property.

To start receiving notifications, property owners must enroll and indicate whether they prefer to be notified by mail, email, and/or text. Once enrolled, they will receive a welcome letter along with a decal to display on their property.

Every time a document is recorded, the property owner will receive a notification letter/message that includes the file number of the recorded document.

Property owners can look up the file number on our Records Online Search at mcrecorder.org, or they can call our office at 937-225-4275 to have the document searched for them.

If a recorded document is suspected to be fraudulent, the property owner should contact the Recorder's Office immediately. Upon receiving a complaint, the case will be referred to the Prosecutor's Office for criminal investigation.

Note: Enrolling in the FAN System does not prevent a possible fraudulent document from being recorded. It does, however, alert the property owner of a transaction so they can verify the contents of the document sooner than later.

Additional Tips to Protecting Your Property:

- If your property is left unoccupied, check often to ensure it is not occupied illegally. Ask someone you trust to look after your home if you are going to be away for an extended period of time.
- Do not let mail pile up if you are going to be out of town.
- Make sure the County Treasurer has your correct address for you to receive all property tax notifications. Contact them if you suddenly stop receiving these notices.
- Seek a real estate professional when buying or selling a property to ensure a clean transaction, especially when entering into a Quit Claim Deed.

To request a
Deed Fraud Presentation at your
next meeting, please contact the
Recorder's Office
Programs Coordinator at:
937-225-6384

KNOW YOUR FEES

RECORDER'S OFFICE

Standard Recording Fees
\$34 for the first two pages
and \$8 per page thereafter

PROBATE COURT

Fees may vary starting
at \$84.50

ATTORNEY

Charges may vary when hiring an
attorney to file a claim in
Probate Court on your behalf.
Approx. \$750 - \$2500



BENEFITS OF AVOIDING PROBATE:

REDUCES COSTS

SAVES TIME

ENSURES PRIVACY

COMPLIES WITH THE
HOMEOWNER'S WISHES



LORI KENNEDY

Montgomery County Recorder

Montgomery County Recorder's Office

451 W. Third Street
Dayton, Ohio 45422
Main #: 937-225-4275
Fax #: 937-225-5980

Hours of Operation:

8:00am - 4:00pm
Monday - Friday

Email:

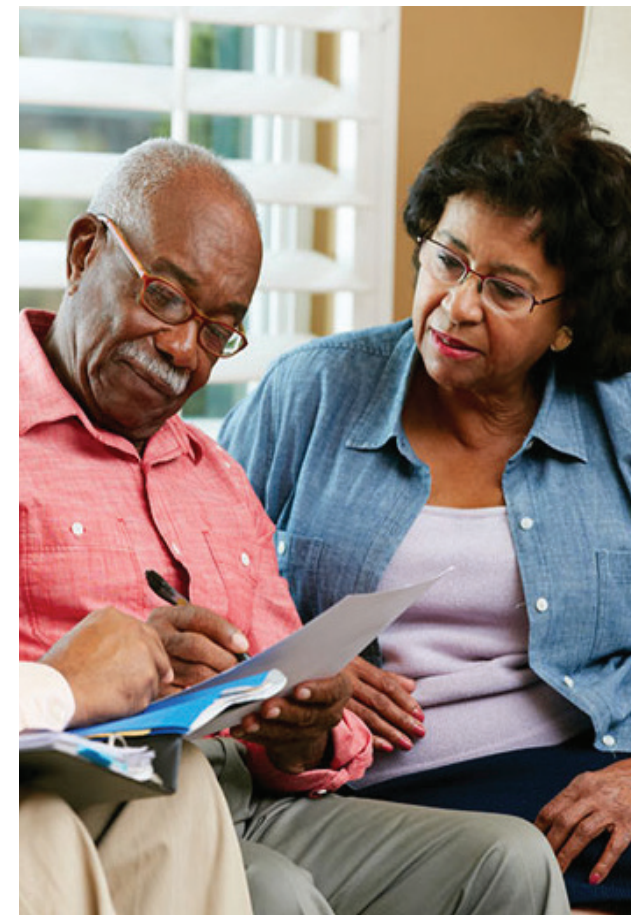
mcrecorder@mcohio.org

Website:

www.mcrecorder.org



Follow our progress on social media.



TRANSFER ON DEATH (TOD) DESIGNATION AFFIDAVIT

TAKE ACTION IN PROTECTING
THE FUTURE
OF YOUR PROPERTY

What is a TOD?

A TOD is a Transfer on Death designation document that allows you, the property owner, to designate a beneficiary of your real estate property.

What does the TOD do?

The TOD names the beneficiary of your property. It has no effect on ownership until you die. The benefit of recording a TOD is to spare the beneficiary from going through Probate Court to have the property put in their name.

Can a TOD be revoked?

Yes. A TOD designation can be revoked or changed at any time before your death without the consent of the death beneficiary.

What types of properties are covered by a TOD?

TODs recorded in the Montgomery County Recorder's Office cover real estate property located within Montgomery County. This includes: residential, commercial, industrial, and agricultural.

How do I go about recording a TOD?

A TOD form can be acquired from the Montgomery County Recorder's Office. Forms are available in the office for pickup or can be printed from mcrecorder.org. Complete the TOD form and have it signed in front of a valid notary. Once the document is complete*, it can be recorded in our office for the standard recording fees.

What does the beneficiary need to do after my death to take ownership?

The beneficiary does not automatically take ownership upon your death. They must record an Affidavit of Confirmation (AOC) along with a copy of your death certificate.

AOC forms can be acquired from the Montgomery County Recorder's Office. Forms are available in the office for pickup or can be printed from mcrecorder.org. Once the form is complete* and signed in front of a valid notary, it can be recorded in our office for the standard recording fees.

What if I sell the property after recording a TOD?

If you sell your property while there is a TOD on record, the new Deed changing ownership will override the TOD without it needing to be revoked. The original beneficiary will now have no interest in your property when you die.

* The Recorder's Office is not permitted to give legal advice or assist in the completion of the forms provided.



**PROTECTING THE FUTURE
OF YOUR PROPERTY**

VETERAN SERVICES CONTACTS

Montgomery County Veterans Services

4th Floor, East Medical Plaza
627 Edwin C. Moses Blvd.
Dayton, OH 45417
(937) 225-4801

Veterans Suicide Crisis Line

Dial 988 (Press 1)

National Call Center for

Homeless Veterans

(877) 424-3838

American Legion

(740) 362-7478
www.ohiolegion.com

AMVETS

(614) 431-6990
(800) OH-AMVET
www.ohamvets.org

Veterans of Foreign Wars

(614) 224-1838
www.ohiovfw.org

Vietnam Veterans of America

(614) 228-0188
www.ohio.org

Dayton VA Medical Center

(937) 268-6511
www.dayton.va.gov

CONTACT THE RECORDER'S OFFICE



LORI KENNEDY

Montgomery County Recorder

Montgomery County Administration Building

451 W. Third Street
5th Floor
Dayton, OH 45422

Phone: 937-225-4275

Copy Center: 937-225-5980

Email: mcrecorder@mcohio.org

Website: www.mcrecorder.org



VETERAN IDENTIFICATION CARD PROGRAM



This free program helps veterans securely record their DD-214 and obtain a valid state-issued ID card. This ID can help them access healthcare benefits, burial benefits, specialized veteran loans, store discounts, and much more.



Honoring Those Who Have Faithfully Served Us

BENEFITS OF A VETERAN ID CARD

- Your Veteran ID Card serves as proof of honorable military discharge.
- A card is more convenient to carry.
- Can be used to assist with obtaining eligibility for hospital, burial, service credit benefits, store discounts, and more.
- The Veteran ID Card is complimentary for eligible veterans.

DID YOU KNOW...

If you show your wallet-sized Veteran ID Card issued by the Montgomery County Recorder's Office, you will receive year-round discounts from businesses not only in Montgomery County, but also across the state of Ohio and the United States.

A list of businesses that offer veteran discounts will be provided upon receiving your Veteran ID Card.

VETERAN ID CARD REQUIREMENTS

Under the Ohio Revised Code, any veteran who presents and records a copy of their DD-214, identifying an "honorable" discharge, is eligible to receive a Veteran ID Card.

In addition to recording a DD-214, veterans MUST bring two of the following forms of identification:

- Birth certificate
- ID card from the U.S. Department of Veteran Affairs
- U.S. military ID
- Social security card
- CCW license
- Ohio drivers license
- State issued ID
- Valid U.S. passport

*This Veteran ID Card does not independently qualify a veteran for benefits offered by the U.S. Department of Veteran Affairs (VA). The VA retains sole discretion in determining eligibility for their benefits.

DD-214 INFORMATION

If you do not have your DD-214, you MUST call (937) 225-4801 to schedule an appointment with the Montgomery County Veteran Services office to request a copy. Their office is located on the 4th floor of the East Medical Plaza Building at: 627 Edwin C. Moses Blvd., Dayton, OH 45417.

- Once you have received your DD-214, you are able to record it in the Recorder's Office FREE of charge.
- Upon recording, the DD-214 must stay in the Recorder's Office overnight and will be mailed back the following business day. A certified copy of your DD-214 will be provided at the time of recording.
- At no time is the information from your DD-214 displayed on public record.

The Montgomery County Recorder's Office is now equipped to record DD-214's and issue Veteran ID cards offsite. Please visit www.mcrecorder.org for a list of upcoming events or email mcrecorder@mcOhio.org to request our participation in your event.

City of Moraine

Finance Department



To: Mayor & City Council

From: Annetta Williams, Finance Director

Date: October 20, 2025

Subject: Sept 2025 Finance Director Report

Summary

The City continues to be in a strong financial position. 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 91% collected as we are 75% of the way through the year. General fund revenues are at 79% of the budget. For income tax, net revenues are 77% of the annual budget. For September, our fund balances increased by \$221,393 and for the year, we have increased our fund balances by \$1,916,126.

Finance Department Notes

The department has been operating business as usual with the focus on the budget and preparing for year-end.

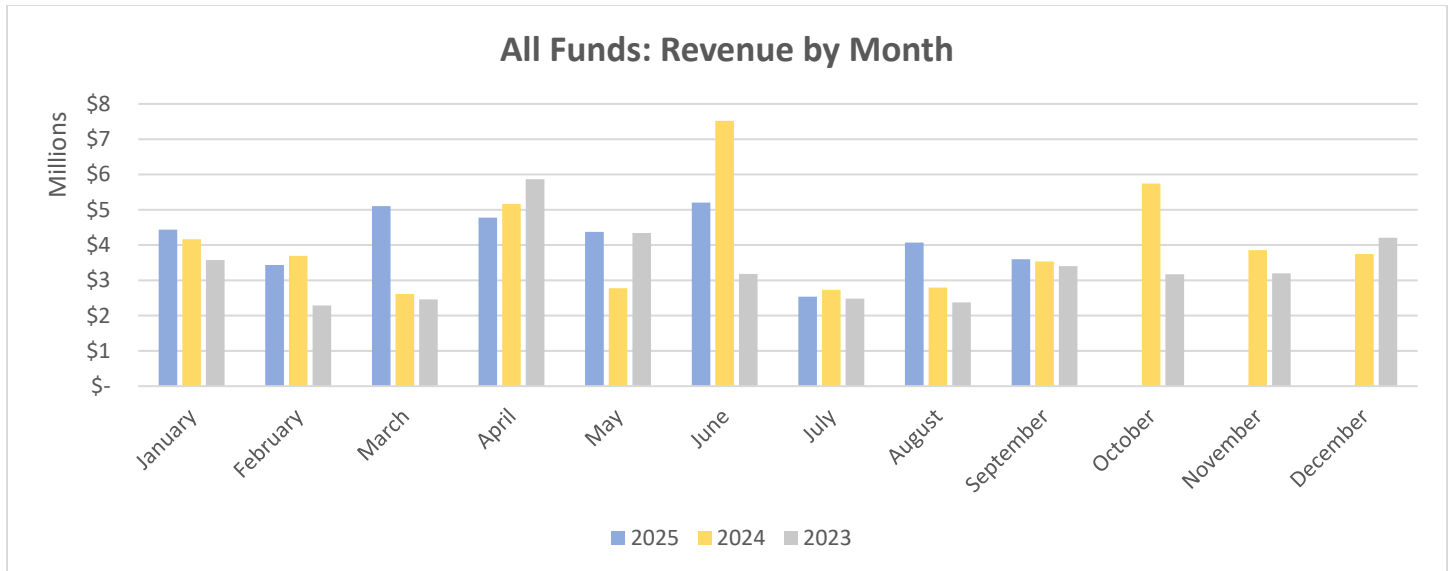
All 2026 budget requests and projections are complete and prepared for the Council work session on October 21, 2025.

Our part-time position remains unfilled with no applicants received this month.

ALL FUNDS

SEPTEMBER 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	COLLECTED UNDER / (OVER)	COLLECTED
Local Taxes	\$ 582,659	\$ 1,333,444	\$ 1,289,503	\$ (43,941)	103%
Income Taxes	2,260,263	20,744,556	26,906,250	6,161,694	77%
State Shared Taxes & Fees	80,769	688,899	906,000	217,101	76%
Special Assessments	27,765	151,078	586,365	435,287	26%
Intergovernmental Aid	21,314	326,393	330,100	3,707	99%
Charges for Services	55,898	427,474	505,000	77,526	85%
Civic Center	1,184	16,176	17,500	1,324	92%
Payne Recreation Center	5,112	71,230	58,250	(12,980)	122%
Fines & Forfeitures	20,392	275,021	319,400	44,379	86%
Miscellaneous Receipts	366,422	4,692,667	5,583,100	890,433	84%
Interfund Transfers	176,300	8,799,100	13,344,345	4,545,245	66%
Total	\$ 3,598,078	\$ 37,526,038	\$ 49,845,813	\$ 12,319,775	75%

REVENUE COLLECTIONS – ALL CITY FUNDS

Gross Revenues: Through September, our gross revenue collections for the year are right on target at 75% of estimated revenues. Intergovernmental Aid revenue is at 99% of budget as the City has received a large amount of its grant funding for several street projects.

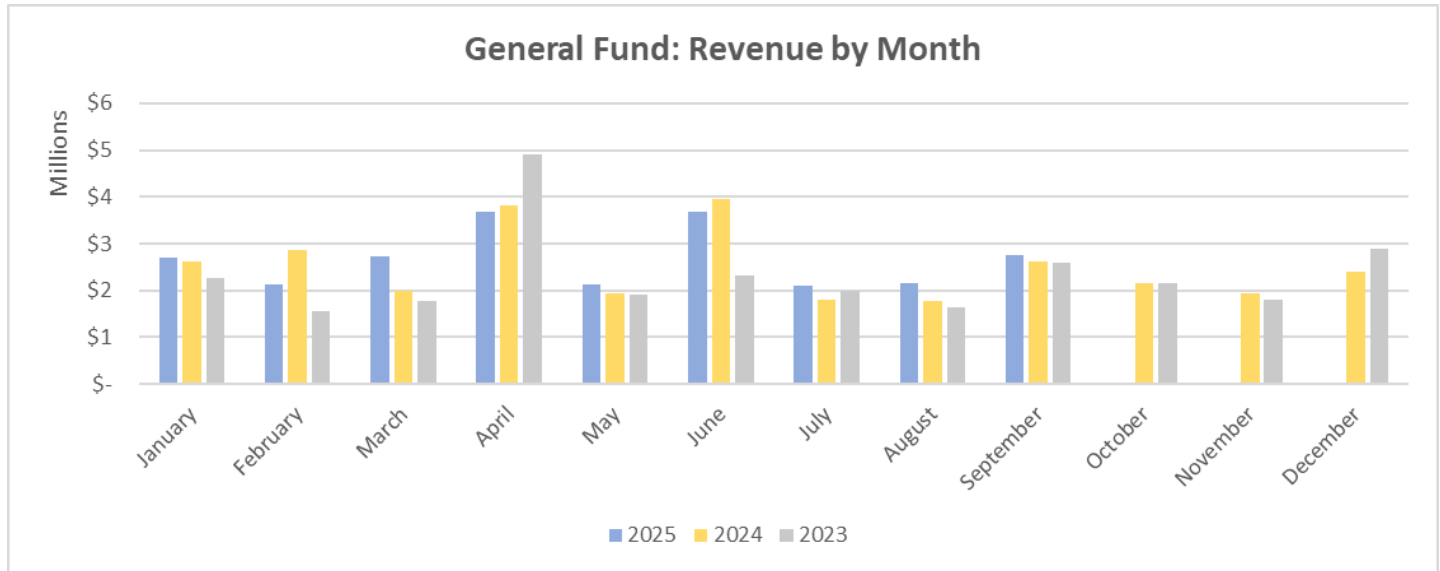
Net Revenue: After removing interfund transfers, net revenue for the month of September was \$3,147,082 and 79% of the year-to-date budget

Interfund Transfers: Transfers for this month are in the normal range to ensure proper fund cash balances. Year to date transfers for the year at 68%.

GENERAL FUND

SEPTEMBER 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY CATEGORY (GROSS)	CURRENT MONTH	YEAR TO DATE	COLLECTED		
			2025 BUDGET	UNDER / (OVER)	COLLECTED
Local Taxes	\$ 302,176	\$ 708,093	\$ 667,813	\$ (40,280)	106%
Income Taxes	2,260,263	20,744,556	26,906,250	6,161,694	77%
State Shared Taxes & Fees	15,115	141,895	143,500	1,605	99%
Special Assessments	18,544	22,986	5,365	(17,621)	428%
Intergovernmental Aid	-	4,406	3,000	(1,406)	147%
Charges for Services	55,898	427,474	504,000	76,526	85%
Fines & Forfeitures	20,392	275,021	319,400	44,379	86%
Miscellaneous Receipts	82,236	1,774,864	1,864,500	89,636	95%
Total	\$ 2,754,624	\$ 24,099,295	\$ 30,413,828	\$ 6,314,533	79%

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 85% of the budget due to a high volume of EMS runs.

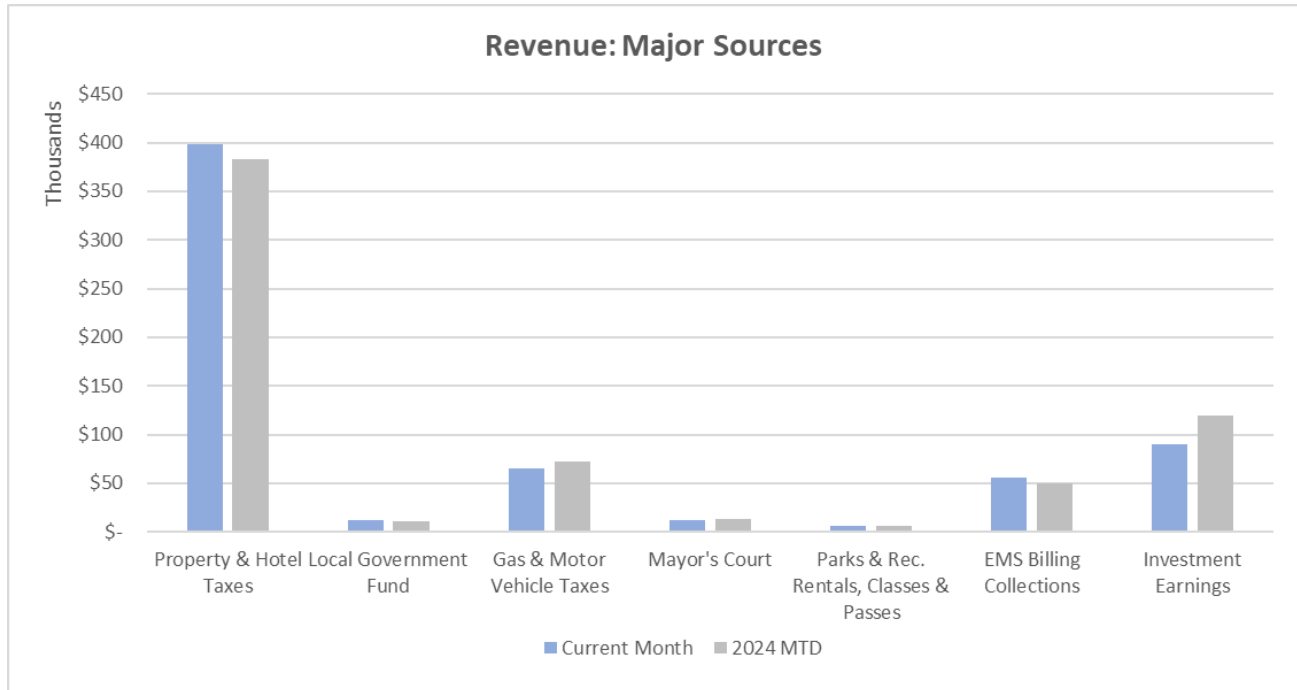
Fines & Forfeitures: This category includes the Residential and Commercial Building Permits revenues which are above target at 86% of budget.

Miscellaneous Receipts: This category is mostly comprised of interest from investments, sale of assets, and reimbursements. We received \$249,397 in interest into the General Fund in September and \$1,432,529 YTD, exceeding the budget by \$192,529 year to date.

MAJOR SOURCES

SEPTEMBER 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	COLLECTED UNDER / (OVER)	COLLECTED
Property & Hotel Taxes	\$ 398,495	\$ 950,291	\$ 918,253	\$ (32,038)	103%
Local Government Fund	11,659	100,420	113,000	12,580	89%
Gas & Motor Vehicle Taxes	65,654	547,005	727,500	180,495	75%
Mayor's Court	11,659	133,436	180,000	46,564	74%
Parks Rentals, Classes & PASSES	6,376	73,391	69,000	(4,391)	106%
EMS Billing Collections	55,403	421,144	500,000	78,856	84%
Investment Earnings	89,772	1,284,038	1,357,350	73,312	95%
Total	\$ 639,018	\$ 3,509,725	\$ 3,865,103	\$ 355,378	91%

REVENUE COLLECTIONS – MAJOR SOURCES

Property Taxes: This revenue is paid to the City twice a year. The distribution for the 2nd half of the year was posted 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.

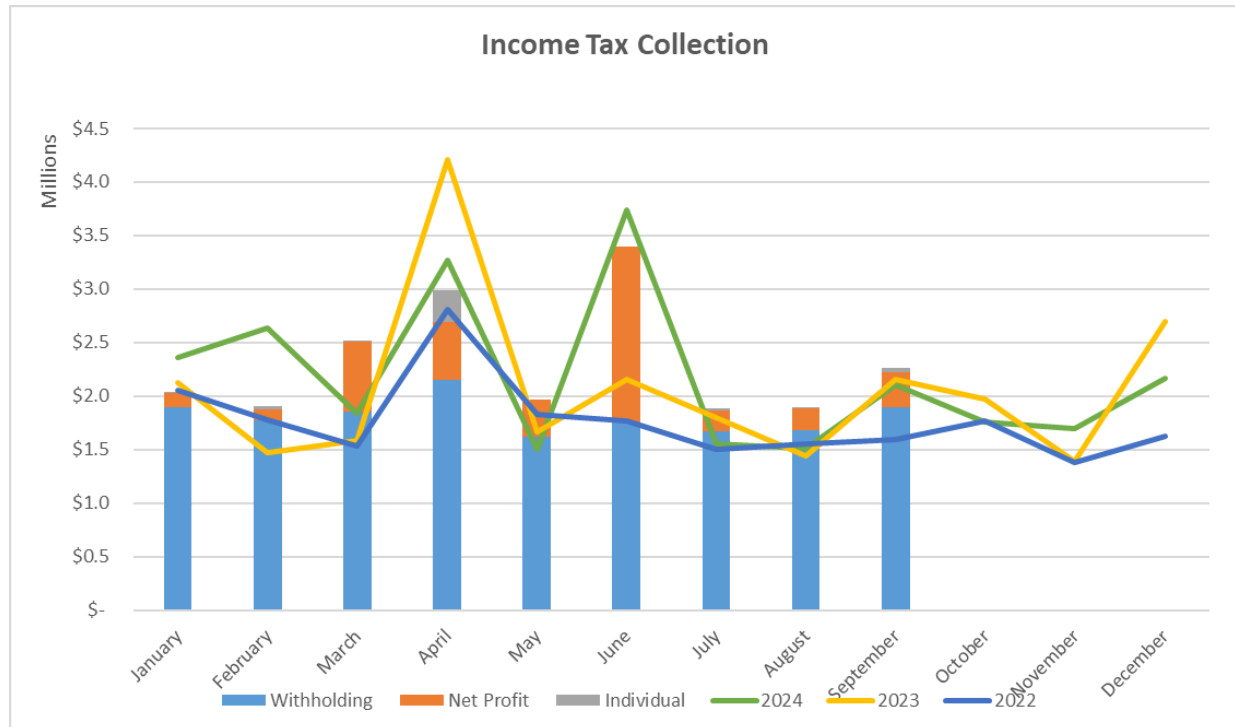
Parks Rentals & Season passes: These revenues are higher than expected at 106% of the budget. These line-item budgets were reduced in 2025 to account for the City's use of the recreation building. Overall, revenues are about the same as year-to-date 2024.

Investment Earnings: The interest earnings revenue received is higher than budgeted. After the interest earnings for the month of September are posted in October, we will have exceeded our estimated revenue projection by \$38,000.

INCOME TAX

SEPTEMBER 2025

MONTHLY REVENUE COLLECTIONS VS. BUDGET



REVENUES BY TYPE	CURRENT MONTH	YEAR TO DATE	COLLECTED		
			2025 BUDGET	UNDER / (OVER)	COLLECTED
Electric Co. Income Tax	\$ -	\$ 1,986	\$ 1,000	\$ (986)	199%
Income Tax Refunds	(106,579)	(475,997)	(700,000)	(224,003)	68%
Income Taxes	2,366,842	21,218,567	27,605,250	6,386,683	77%
Total	\$ 2,260,263	\$ 20,744,556	\$ 26,906,250	\$ 6,161,694	77%

REVENUE COLLECTIONS – INCOME TAX

2025 Collections: Through September, we expect to collect approximately 77% of our total estimated gross income tax revenue. We have collected \$21,218,516 approximately \$100,000 below the budget through September. For the year we are at 77% 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 September, we anticipate collecting 81% of our estimated Net Profit taxes. So far, we have collected 67% of the gross expected taxes. For the year, we are below our budget year to date amount by 14%. 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 September, we anticipate collecting 76% of our estimated Withholding taxes. So far, we have collected 80% of the gross expected taxes. We are slightly above budget by 4%. Withholdings account for approximately 73.7% of total gross collections.

Individual: Through September, we anticipate collecting 90% of our estimated Individual taxes. So far, we have collected 79% of the gross expected taxes. For the year, we are below our budget by 12%. Individuals account for approximately 2.7% of collections.

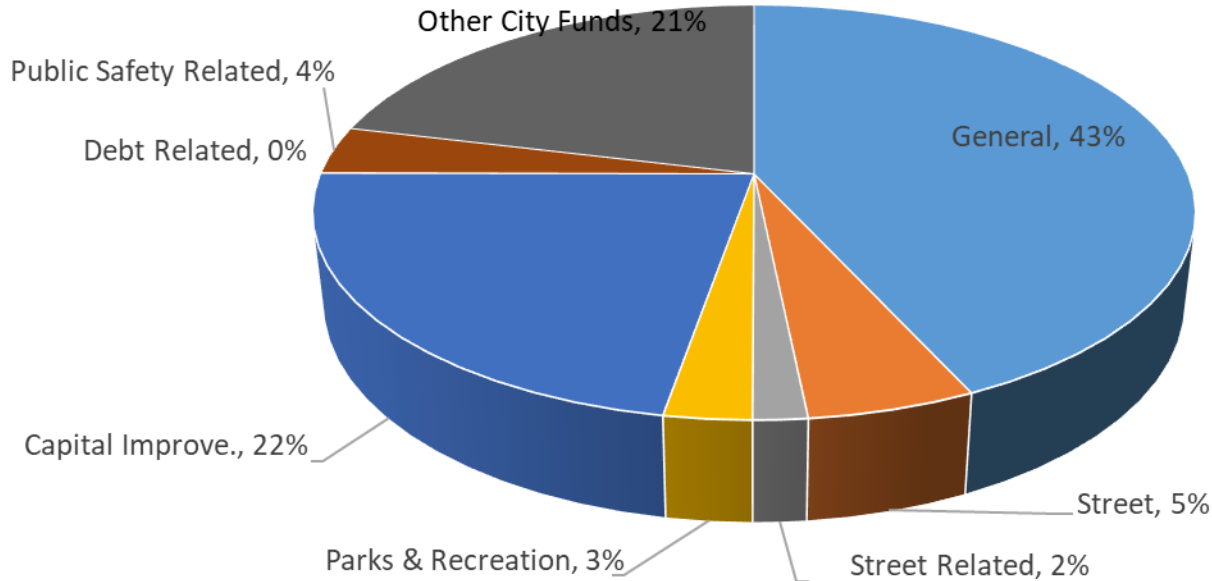
Refunds: We have processed \$475,997 in Refunds. For the year, we have refunded 68% of the amount budgeted.

ALL FUNDS

SEPTEMBER 2025

MONTHLY EXPENSES VS. BUDGET

All Funds: Current Month Expenses by Percentage



EXPENSES BY FUND/TYPE	CURRENT MONTH	YEAR TO DATE	2025 BUDGET	AVAILABLE BALANCE	% EXPENSES TO BUDGET
General Fund	\$ 1,457,429	\$ 21,584,331	\$ 32,342,804	\$ 8,835,607	67%
Street Fund	176,003	1,696,237	2,596,000	662,636	65%
Street Related Funds	56,441	472,796	1,112,622	423,646	42%
Parks & Recreation Fund	91,213	970,896	1,579,148	431,275	61%
Capital Improvement Fund	752,883	6,275,826	13,433,349	2,765,000	47%
Debt Related Funds	1,640	178,859	1,011,700	8,491	18%
Public Safety Related Funds	125,329	1,024,332	1,478,780	447,837	69%
Other City Funds	715,746	3,406,635	5,501,924	1,424,195	62%
Total	\$ 3,376,684	\$ 35,609,912	\$ 59,056,327	\$ 14,998,687	60%

EXPENSES – ALL FUNDS

Net Expenses: After interfund transfers, our Net Expenses for September were \$3,376,684 and year-to-date are at 57% of the budget.

Large Expenses: In September, we made \$752,900 in Capital project payments.

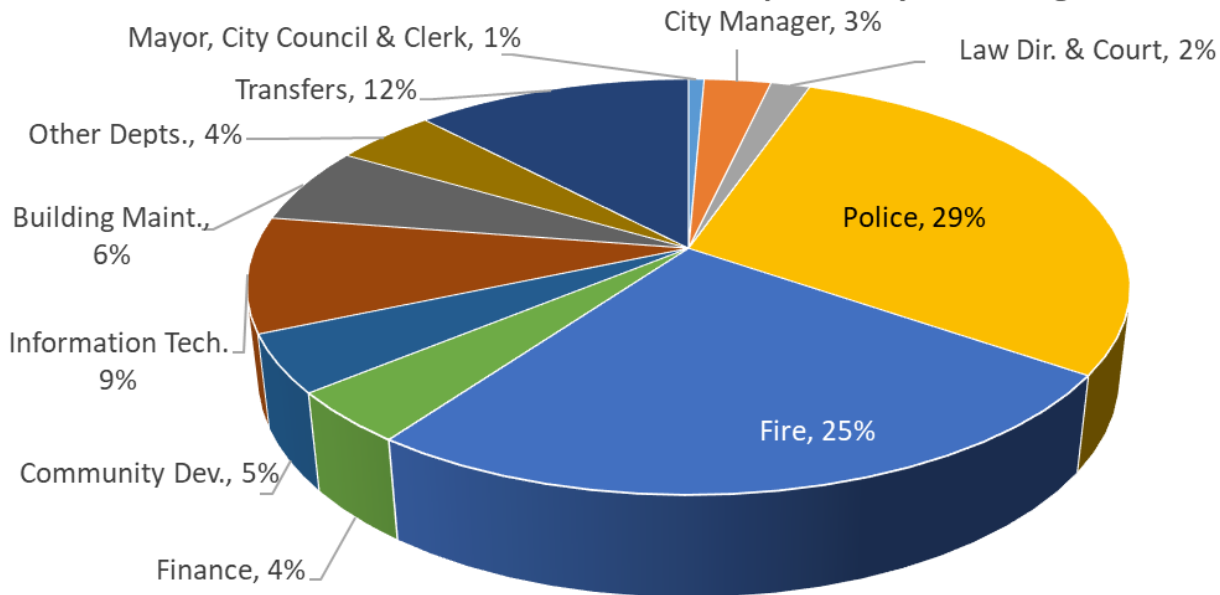
Budget Review: We are currently at 60% of the budget at 75% of the year.

GENERAL FUND

SEPTEMBER 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	\$ 9,885	\$ 118,823	\$ 231,009	\$ 91,671	51%
City Manager & Info. Center	42,681	399,112	637,185	169,294	63%
Law Director & Clerk of Courts	24,959	240,274	438,286	84,804	55%
Police	426,968	4,305,629	6,273,936	1,492,510	69%
Fire	369,516	3,687,442	4,733,195	848,917	78%
Finance	58,971	607,975	931,320	266,025	65%
Community & Economic Dev.	65,467	593,867	1,111,000	389,076	53%
Information Technology	130,619	679,176	1,122,720	224,748	60%
Building Maintenance	87,256	988,634	1,846,913	533,626	54%
Other Departments	64,806	1,164,300	2,042,895	559,690	57%
Transfers	176,300	8,799,100	12,974,345	4,175,245	68%
Total	\$ 1,457,429	\$ 21,584,331	\$ 32,342,804	\$ 8,835,607	67%

EXPENSES – GENERAL FUND

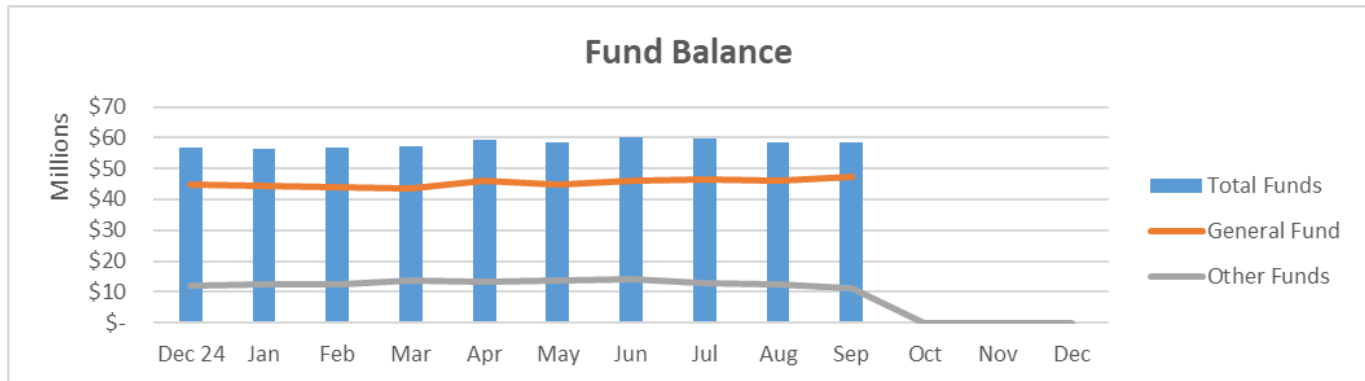
Budget Status: The General Fund is at 67% of expense budget which is slightly below target for this time of the year.

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.

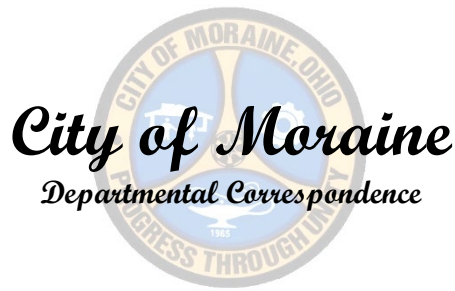
FUND BALANCES & CASH FLOW

SEPTEMBER 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	\$ 45,960,800	\$ 1,297,195	\$ 47,257,995	\$ 2,514,964
Street	287,303	434,197	(116,655)	317,542	30,239
State Highway	459,370	404,511	(5,096)	399,415	(59,955)
Parks & Recreation	227,480	270,426	20,499	290,925	63,445
Cemetery	96,875	88,944	(62)	88,882	(7,993)
Motor Vehicle License Tax	45,792	39,051	(344)	38,707	(7,085)
Enforcement & Education	72,551	74,524	267	74,791	2,239
Mayor's Court Computer	90,557	86,315	306	86,621	(3,936)
Clerk of Court Computer	60,372	57,542	205	57,747	(2,625)
Economic Development	484,336	978,766	(337,500)	641,266	156,931
Capital Improvement	5,969,408	6,088,554	(731,568)	5,356,985	(612,423)
Vance Darroch Project	57,381	57,381	-	57,381	-
Debt Service	187,127	190,802	293	191,096	3,969
Tax Increment Financing	48,682	201,623	182,834	384,456	335,774
Home Improvement Loan	700,563	715,235	1,099	716,334	15,771
City Garage	360,161	366,130	-	366,130	5,968
Miscellaneous Trust	45,654	45,221	(200)	45,021	(633)
Police Pension	52,200	66,802	61,403	128,204	76,004
Fire Pension	61,067	61,176	(18,915)	42,261	(18,806)
Insurance Reserve	1,464,773	1,447,609	(6,952)	1,440,657	(24,116)
Health Insurance	521,563	486,863	(125,621)	361,243	(160,320)
Federal Law Enforcement	42,290	43,176	66	43,242	952
State Law Enforcement Training	46,112	47,078	72	47,150	1,038
Drug Law Enforcement Trust	43,933	44,853	69	44,922	989
Local Fiscal Recovery	435,657	-	-	-	(435,657)
OneOhio Opioid Settlement	113,560	154,951	-	154,951	41,392
Total	\$ 56,717,797	\$ 58,412,530	\$ 221,393	\$ 58,633,923	\$ 1,916,126



TO: Mayor
City Council

FROM: Michael Davis, City Manager

DATE: October 21, 2025

SUBJECT: City Manager's Report

1) City Manager

- a) I attended the Business-First Executive meeting on October 7, 2025. A review of program retention efforts and resource partner meetings was discussed.
- b) Mayor Murphy and I attended the Mayors and Managers monthly evening meeting on October 8, 2025.
- c) The Kettering Health College outpatient program media day was held on October 10, 2025.
- d) The monthly MVCC GovTech meeting was held on October 13, 2025. Discussion included brief updates on the aggregation and regional streetlight proposal.
- e) The staff budget review for 2026 continues.

2) Parks and Recreation

- a) Director Brent Shane reported that the Boo Bash event had 936 participants, making it a huge success. He expressed his gratitude to the Departments/Divisions for their help and effort in decorating and handing out candy.
- b) The Moraine Airpark will be hosting a 5k on Sunday, October 19, 2025. As you may know, the Payne Recreation Center is closed on Sundays.
- c) The Division is currently in the process of ordering trophies and creating player certificates for the end-of-season award ceremony for flag football, for November 6, 2025.
- d) Preparations are being made with City of Dayton for the winter youth basketball season. The PRC will be hosting multiple games for this season.
- e) Registration for Christmas Smiles has now ended, with 43 families and 89 children participating. Families will be verified on Monday, October 20, 2025 -Wednesday October 22, 2025, at the Payne Recreation Center. Based on previous years, it is anticipated there may be more families/children added through walk-in registrations.

3) Police

- a) October 8: Officers assisted the Fire Division with an active fire on Northlawn Avenue.
- b) October 9: The Division assisted with an injury related car fire on SR4 prior to the Fire Division's arrival.

- c) October 10: A stolen vehicle was found abandoned on Arbor Blvd. The investigation is ongoing.
- d) Officers responded to an altercation at Ziggy's. The involved individuals dissolved before officers arrived.
- e) October 11: Property was taken at a breaking and entering on Union Road. An investigation is ongoing.
- f) October 12: Officers responded to numerous mental health calls with subject on Ellery Avenue.
- g) October 15: A burglary occurred at Ellery Avenue where the suspect was identified. An investigation is pending.
- h) Chief Richardson reported the Division will participate in the Trunk or Treat events at State Farm, Fidelity, and the Intermediate School.
- i) DEA's National Prescription Drug Take Back Day will take place on October 25, 2025 at the Payne Recreation Center's Front Lobby.
- j) There were 17 calls for service at Red Roof, 7 calls at Fuyao, 6 calls at DMAX and 36 calls for service on I-75.

4) Streets

- a) Superintendent Chris Dunn reports that the catch basins in the city were maintenance.
- b) The Division assisted with setup and cleanup of the Boo Bash event.
- c) The fallen tree debris was removed from the city's garden plots.
- d) Large road debris was removed Citywide.
- e) The ballfields, Ellerton Cemetery and park maintenance were performed.

Bi-Monthly Report

To: Michael Davis, City Manager

From: Traci Kuzminski, Fire Chief



Date: October 15th, 2025

Subject: Activity Report

The Fire Division responded to a total of 122 Incidents from September 28th, 2025- October 11th, 2025.

EMS/ Fire & Rescue –

- Division Responded to 11 Motor Vehicle Incidents
- Division responded to 79 EMS Incidents
- Division responded to 11 Fire Alarm/Detector Activations
- Division Responded to 21 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:

- 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-Scheduled to start October 13th.

Number of Inspections/Re-Inspections:

- 18 Inspections

Meetings:

- Council Meeting / Committee of the Whole

Other:

- All Crews to Live Burn Training at Warren County Career Center 9/30-10/2
- 2 car seat checks for safety
- Safety Fest **cancelled due to weather** 10/7 –Makeup Safety Fest events “coming to the parks” Oct 27-Oct 30th.
- 1 Sinclair EMT Student Ride Along
- (2) Firefighters to Oathkeepers Conference 10/10-10/12
- Boo Bash Events 10/11

An Ordinance denying a Zoning District Change for City Lot Number 4988 and located at 6844 Germantown Pike within the City of Moraine that encompasses a proposed 1.5 acre lot in Exhibit A from Parcel ID Numbers J44204201 0034 and J44204201 0035 from R-2 (Single Family Residence District) To B-1 (Neighborhood Business District).

Department: Community Development

Request: Action Item

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. 2200-25 - Exhibit A
2. September 25 Staff Report
3. R-03-2025 Legal Notice
4. Scanned Application
5. 2025-07-31_RezoningExhibit CORRECTED ZONING
6. Property Owners
7. R-03-2025 Legal Notice to 200' Neighbors
8. CURRENT ZONING MAP
9. FUTURE LAND USE MAP
10. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps
11. A4 Real Estate Group- PSA- Germantown Pike- Redacted FE 06122025
12. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 2
13. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 3
14. 6844 Germantown Pike, Miamisburg, OH to Dollar General - Google Maps 4
15. MCO B-1
16. 8. Miamisburg (Ellerton) - Zoning Presentation - 081825
17. Planning Commission Opposition Letters
18. Opposition Signatures from Mary Getter Regarding R-03-2025

RECORD OF ORDINANCES

Ordinance No. 2200-25

AN ORDINANCE DENYING A ZONING DISTRICT CHANGE FOR CITY LOT NUMBER 4988 AND LOCATED AT 6844 GERMANTOWN PIKE WITHIN THE CITY OF MORaine THAT ENCOMPASSES A PROPOSED 1.5 ACRE LOT IN EXHIBIT A FROM PARCEL ID NUMBERS J44204201 0034 AND J44204201 0035 FROM R-2 (SINGLE FAMILY RESIDENCE DISTRICT) TO B-1 (NEIGHBORHOOD BUSINESS DISTRICT).

WHEREAS, A4 Ellerton LLC and A4 Real Estate Group, with approval of Orpheus Garrison, owner of the property located at 6844 Germantown Pike, City Lot Number 4988, encompassing a proposed 1.5 acre lot in **Exhibit A** (Parcel ID Numbers J44204201 0034 and J44204201 0035) located within the City of Moraine, filed an application and request to re-zone said property from R-2 (Single Family Residence) to B-1 (Neighborhood Business District); and

WHEREAS, after public hearing by the Planning Commission on August 19, 2025, notice of which was given as required by law, said request to re-zone the aforementioned property from R-2 (Single Family Residence) to B-1 (Neighborhood Business District) was recommended for denial by the Planning Commission; and

WHEREAS, a public hearing by City Council on said request occurred on September 25, 2025, notice of which was given as required by law, and

WHEREAS, this Ordinance has received two separate readings on October 9, 2025 and October 23, 2025.

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

SECTION 1: That, in consideration of the applicable provisions of the City’s Comprehensive Land Use Plan, as well as the applicable provisions of Moraine Codified Ordinance Chapter 1127, including Section 1127.01 which states, in relevant part, “Whenever the public necessity, convenience, general welfare or good zoning practice require, Council may, after recommendation thereon by the Planning Commission, and subject to the procedure provided in this section, amend, supplement or change the regulation, district boundaries or classification of property, now or hereafter established by this Zoning Code, or amendments thereto....”; and in further consideration of the applicable provisions of Moraine Codified Ordinance Chapter 1137, including Section 1137.01 which states, in relevant part, “The R-2 Single-Family Residence District is provided to accommodate single family residential development of a moderately low density character within areas of similar development and within areas of similar physical character generally located within the peripheral areas of the City.”; and in further consideration of the applicable provisions of Moraine Codified Ordinance Chapter 1151, including Section 1151.01 which states, in relevant part, “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.”; the subject request for re-zoning from R-2 (Single Family Residence) to B-1 (Neighborhood Business District) for property located at 6844 Germantown Pike, City Lot Number 4988, encompassing a proposed 1.5 acre lot in **Exhibit A** (Parcel ID Numbers J44204201 0034 and J44204201 0035) located within the City of Moraine, is hereby denied.

SECTION 2: That any Ordinance in conflict with this Ordinance is hereby repealed.

SECTION 3: That this Ordinance shall take effect and be in force thirty (30) days

RECORD OF ORDINANCES

Ordinance No. **2200-25**

after its second reading and adoption.

SECTION 4: The Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager, City Planner, and Building and Zoning Inspector.

**DOLLAR GENERAL
CITY OF MORaine
REZONING EXHIBIT**

REVISIONS:

FILE NAME
EXHIBIT

DRAWN BY
JAC

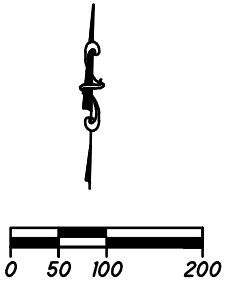
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PROJECT No.
MOTMOR2503

DATE
7-25-2025

SHEET NUMBER

1 OF 1



EXISTING ZONING



2200-25 - Exhibit A

Note the R-2 corrections to the parcels below.
Corrected by Nick Sorice
8/19/2025

GERMANTOWN PIKE

PROPOSED SITE:
6844 GERMANTOWN PIKE
MIAMISBURG, OH 45342
PROPOSED ZONING: B-1
1.5 ACRES

R-2

R-2

R-2

S UNION ROAD



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

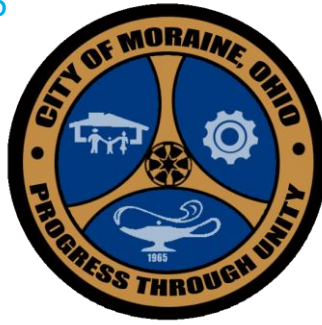
with areas of limited parking on the street and driveway to have the ability to have a properly installed gravel pad for the types of vehicles I listed. As shown on the text amendment, you will see that a weed barrier must be installed along with the perimeter edging of wood, block, or cement. This is 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.



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

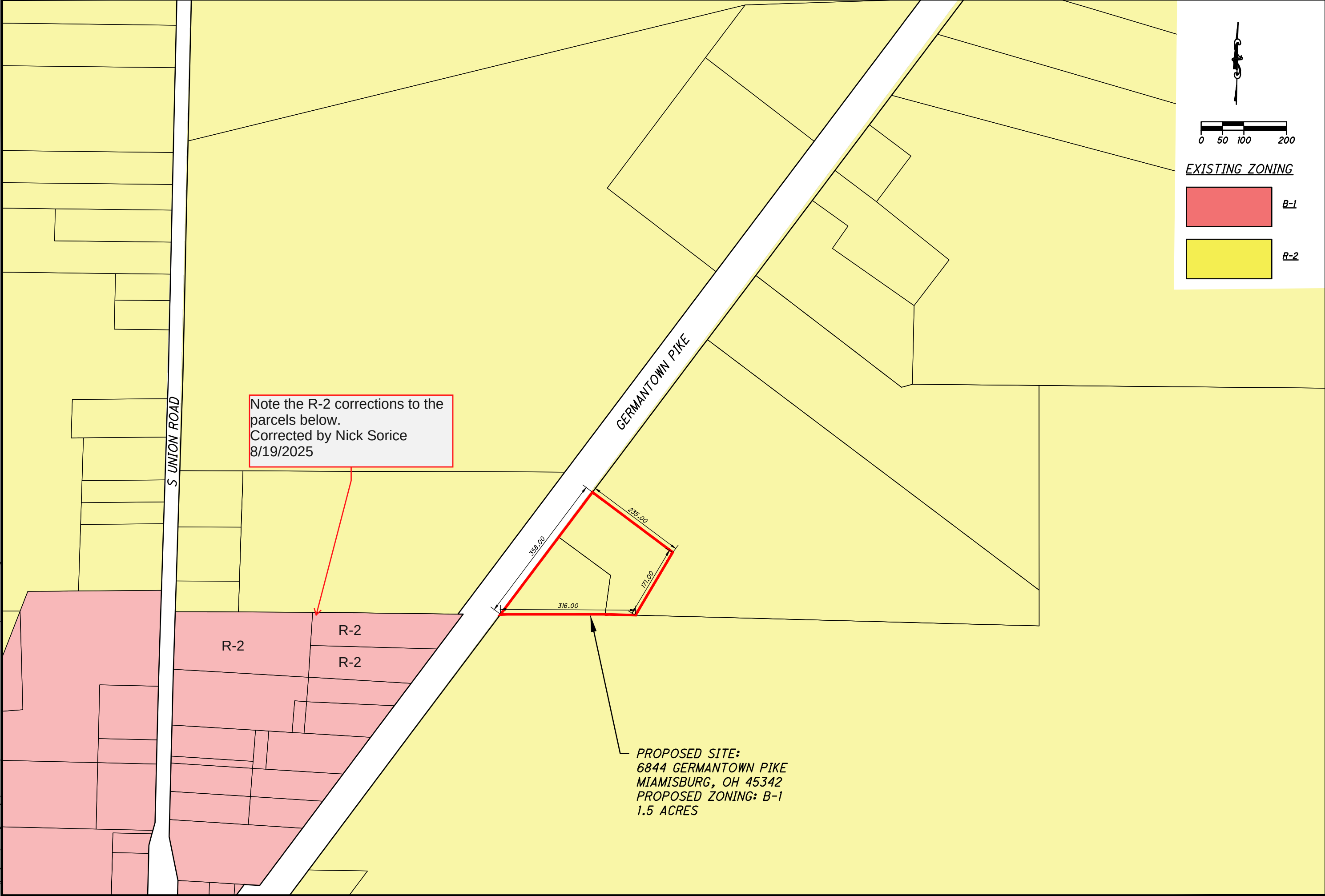
Date

www.ci.moraine.oh.us

Telephone 937.535.1000

Fax 937.535.1284

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





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

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.

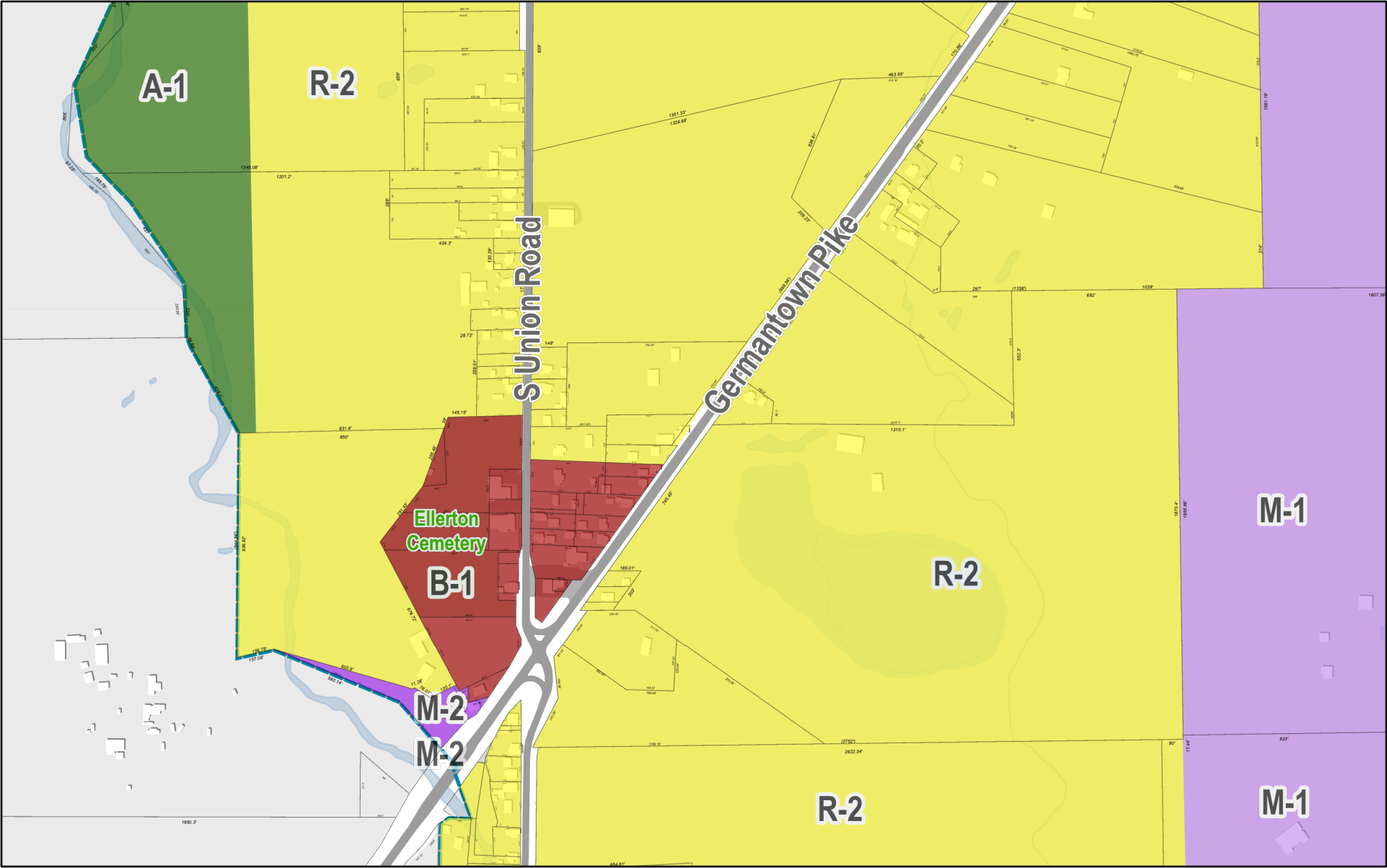
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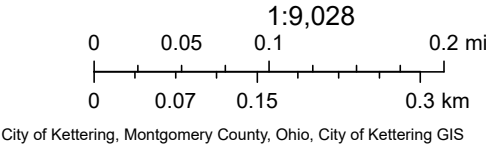
Nick Sorice
City Planner
City of Moraine

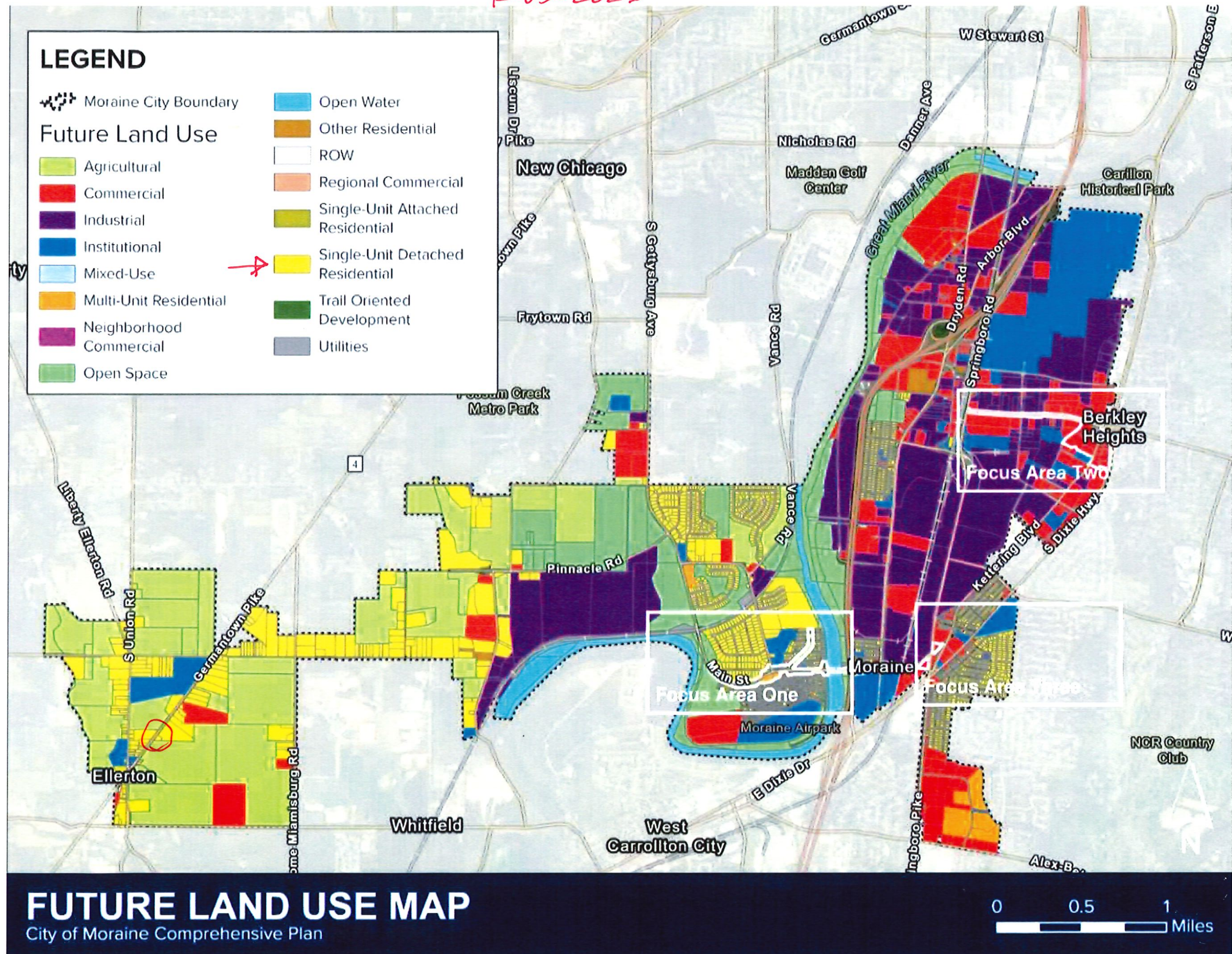
City of Moraine



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

- 3 Zoning Districts
- Parks-3 A-1 Agricultural District
- Parcels R-2 Single Family Residential
- B-1 Neighborhood Business
- M-1 Light Industrial
- M-2 General Industrial

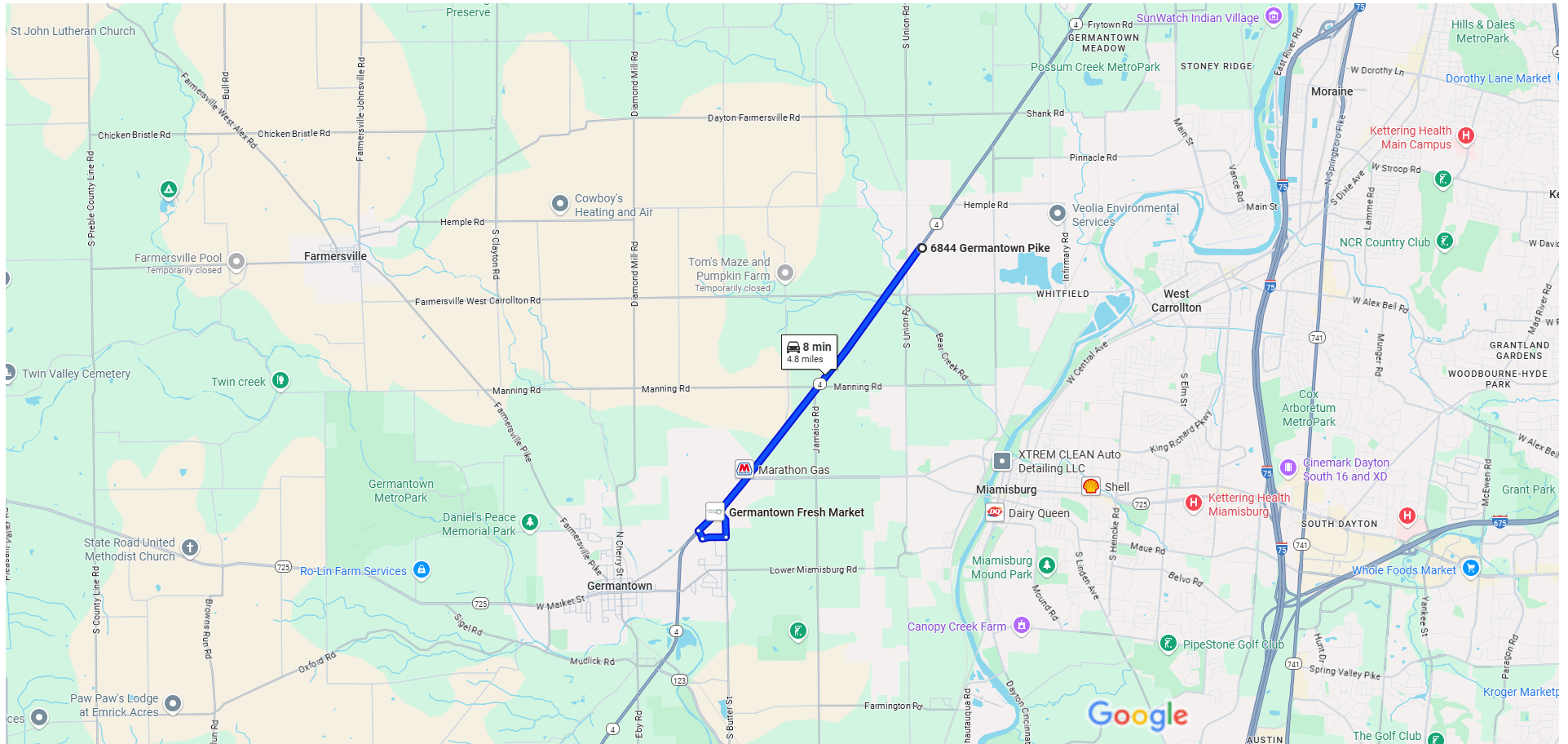






6844 Germantown Pike, Miamisburg, OH 45342 to Dollar General,
2393 Dayton Germantown Pike, Germantown, OH 45327

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,

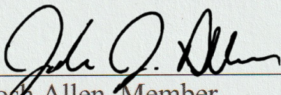
civil commotion, protests, demonstrations, vandalism or other malicious other acts outside of the Performing Party's reasonable control; (iii) acts of government including, but not limited to, regulations and advisories; (iv) acts or threat of terrorism, war, military action or civil unrest; or (v) any 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:

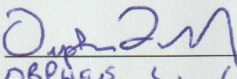
A4 Acquisitions, LLC,
An Ohio limited liability company

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: _____

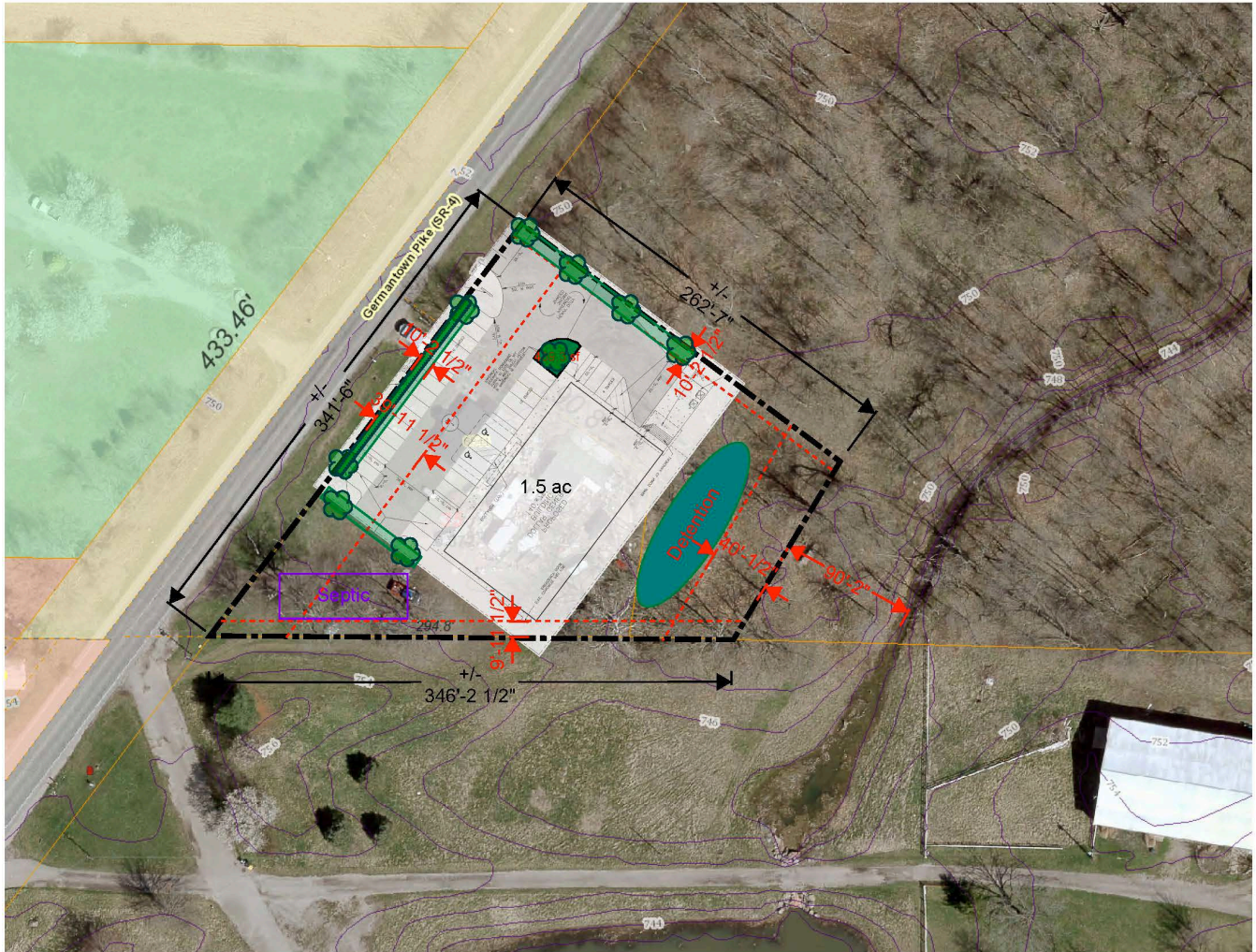
Title: _____

Date: _____

EXHIBIT A LEGAL DESCRIPTION

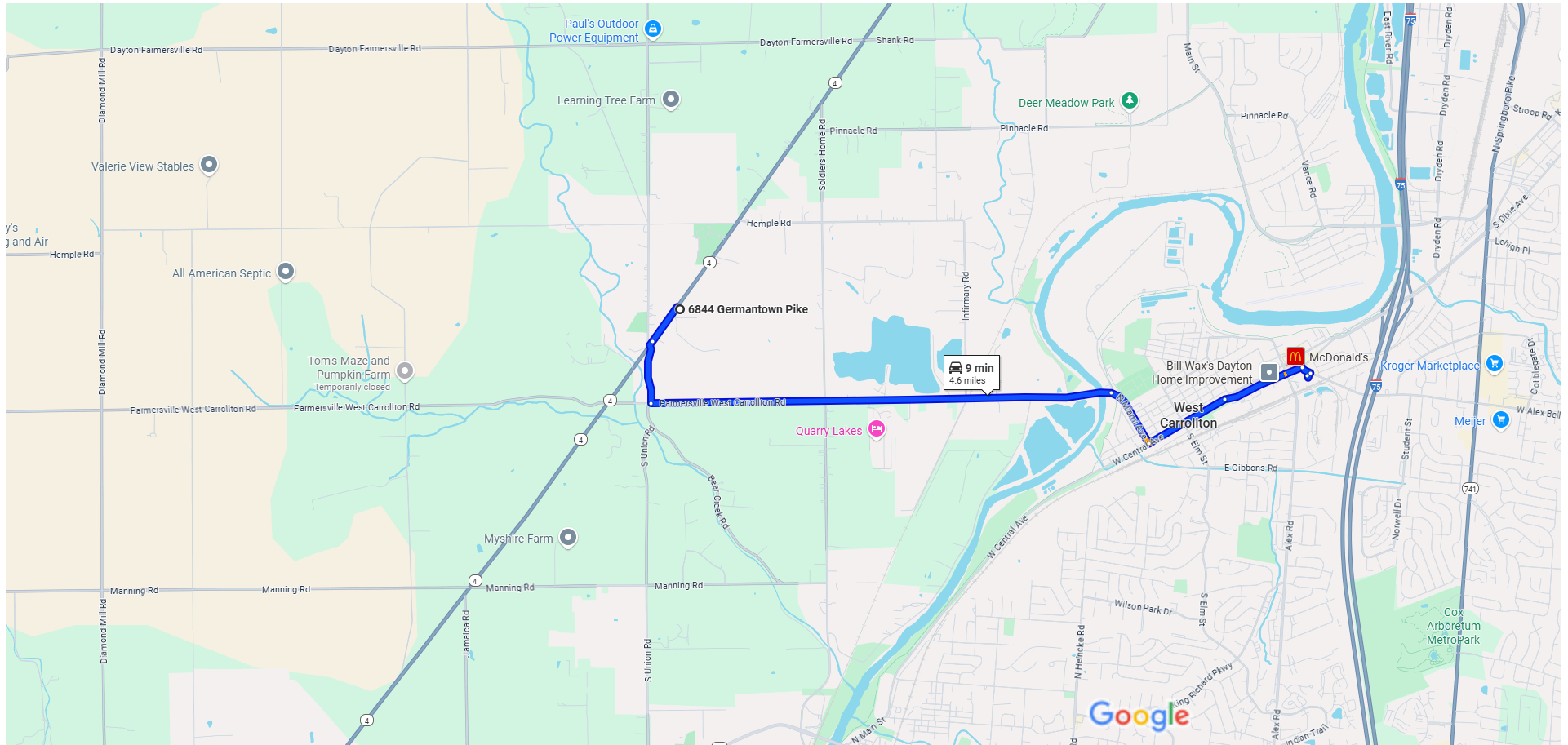
APN# J442042010035 and J442042010034, Legal Description [To Be Inserted]

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

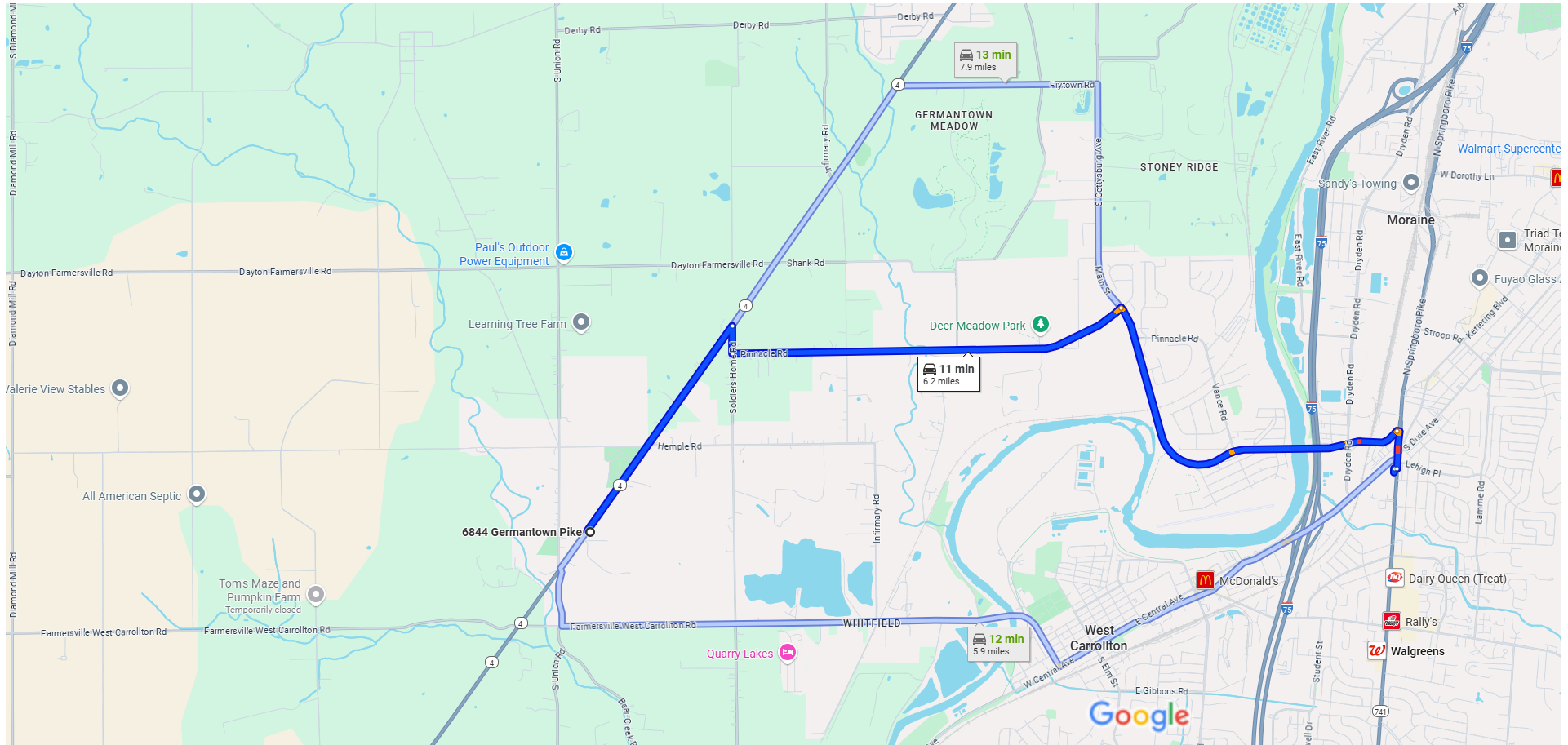
Fastest route, the usual traffic

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



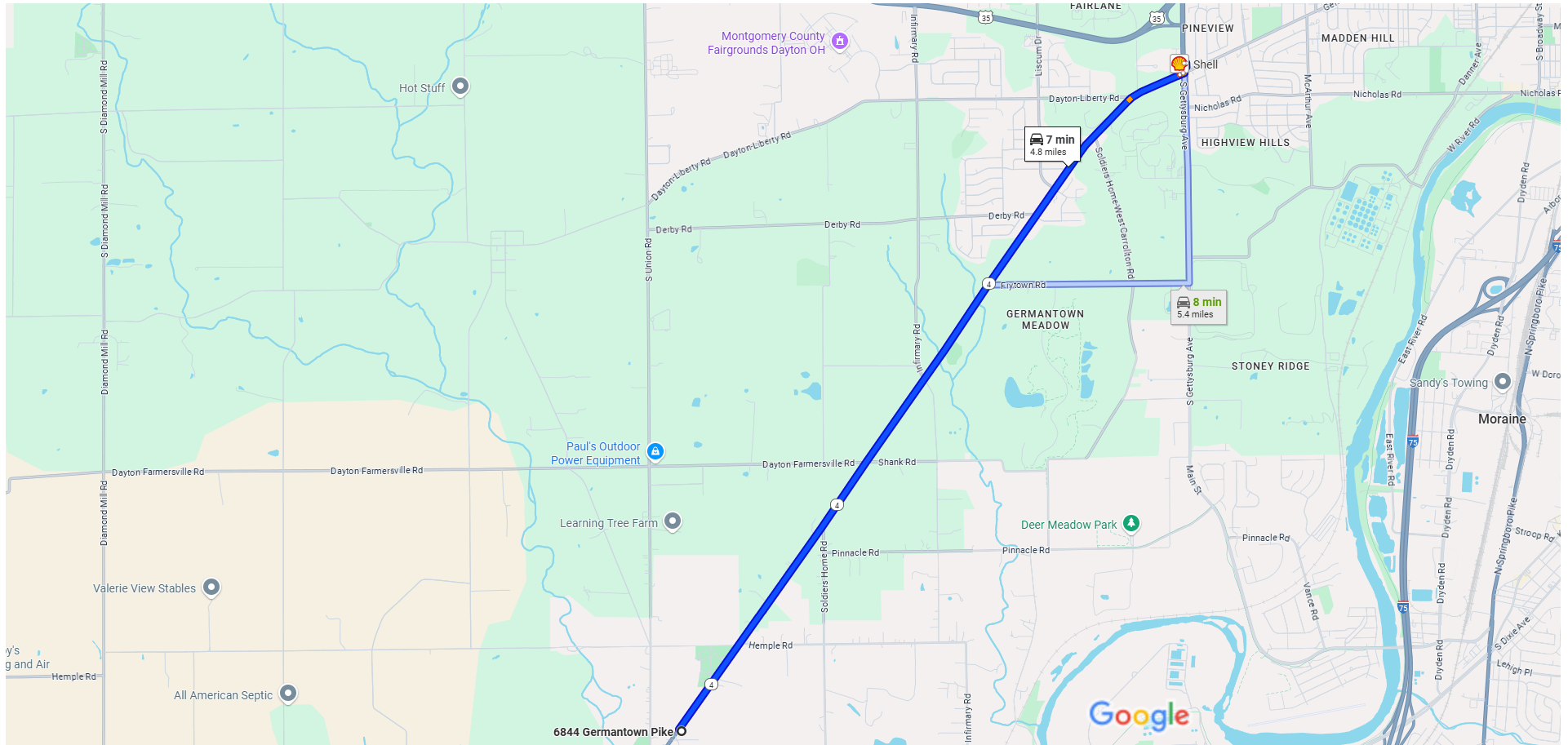
via Farmersville West Carrollton
Rd

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.

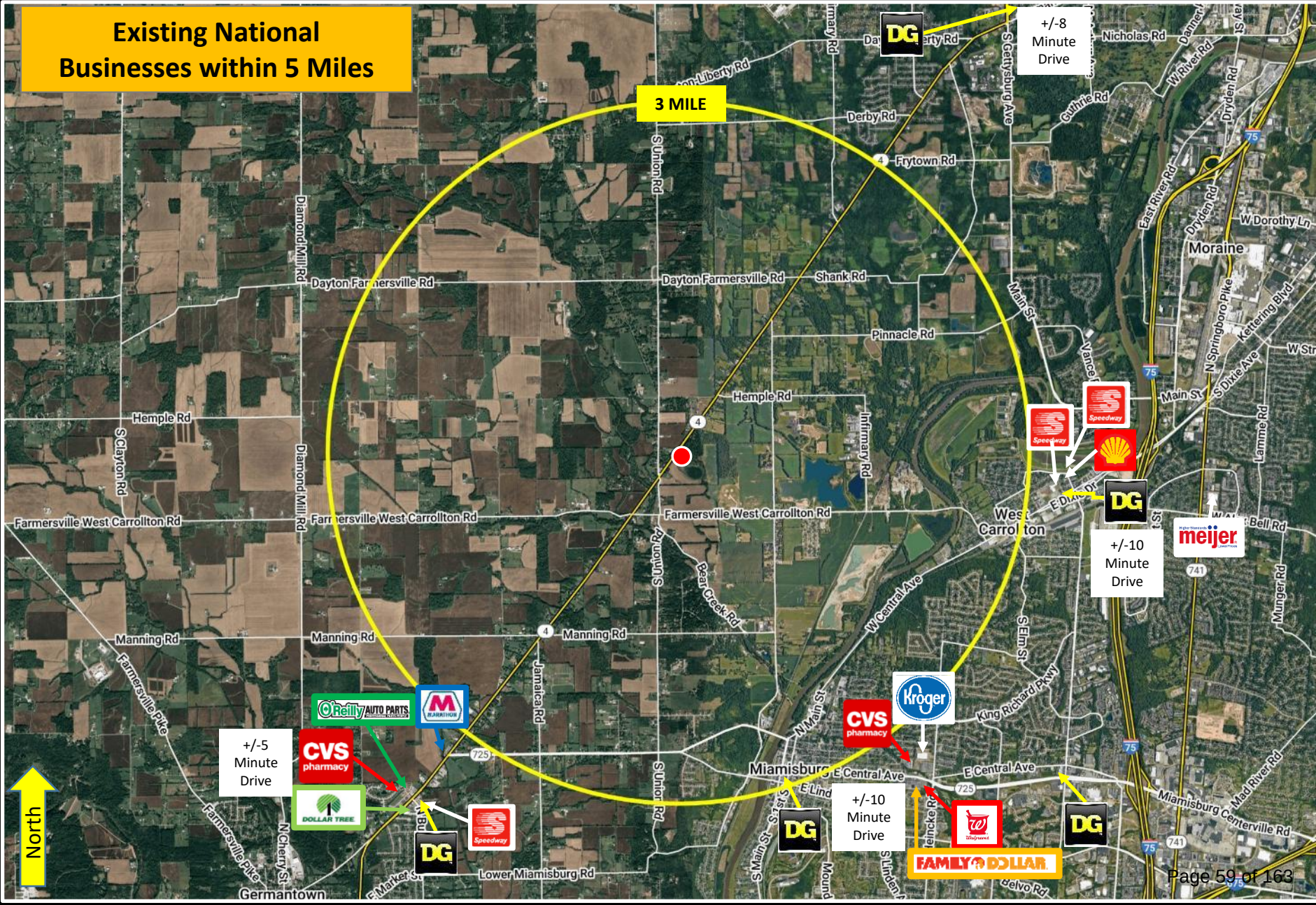
- A. Dwellings: Same as permitted in R-4 District.
- B. Permitted Uses: None required except adjoining any R-District in which case, not less than 10 feet.

(c) Structural Requirements.

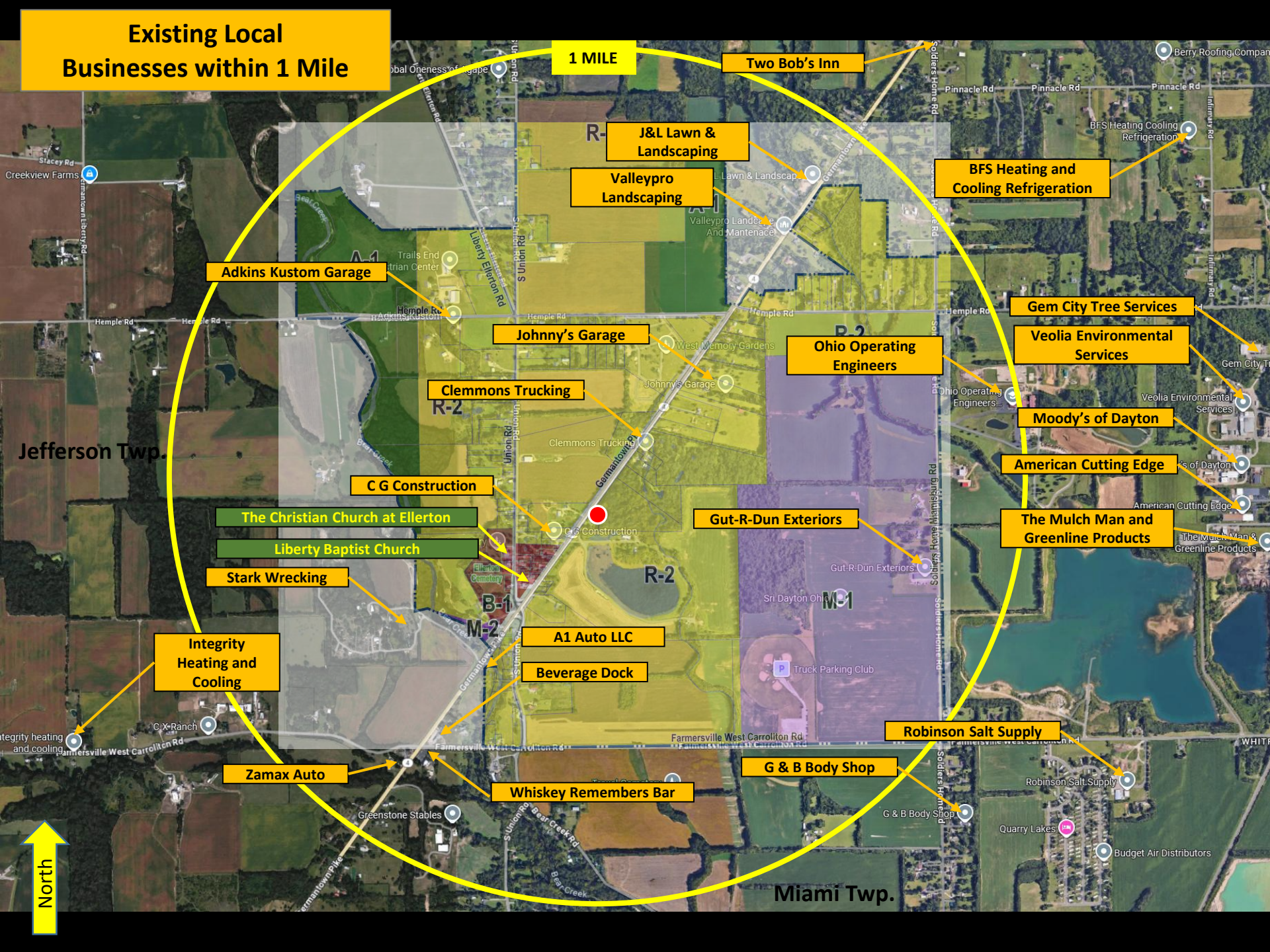
- (1) Maximum building height shall be forty (40) feet.
 - (d) Parking and Loading Requirements.
 - (1) See Chapter 1187 for off-street parking and loading requirements.
 - (e) Signs.
 - (1) See Chapter 1189 for size and location of permitted signs.
 - (f) Supplementary Regulations.
 - (1) All permitted 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**

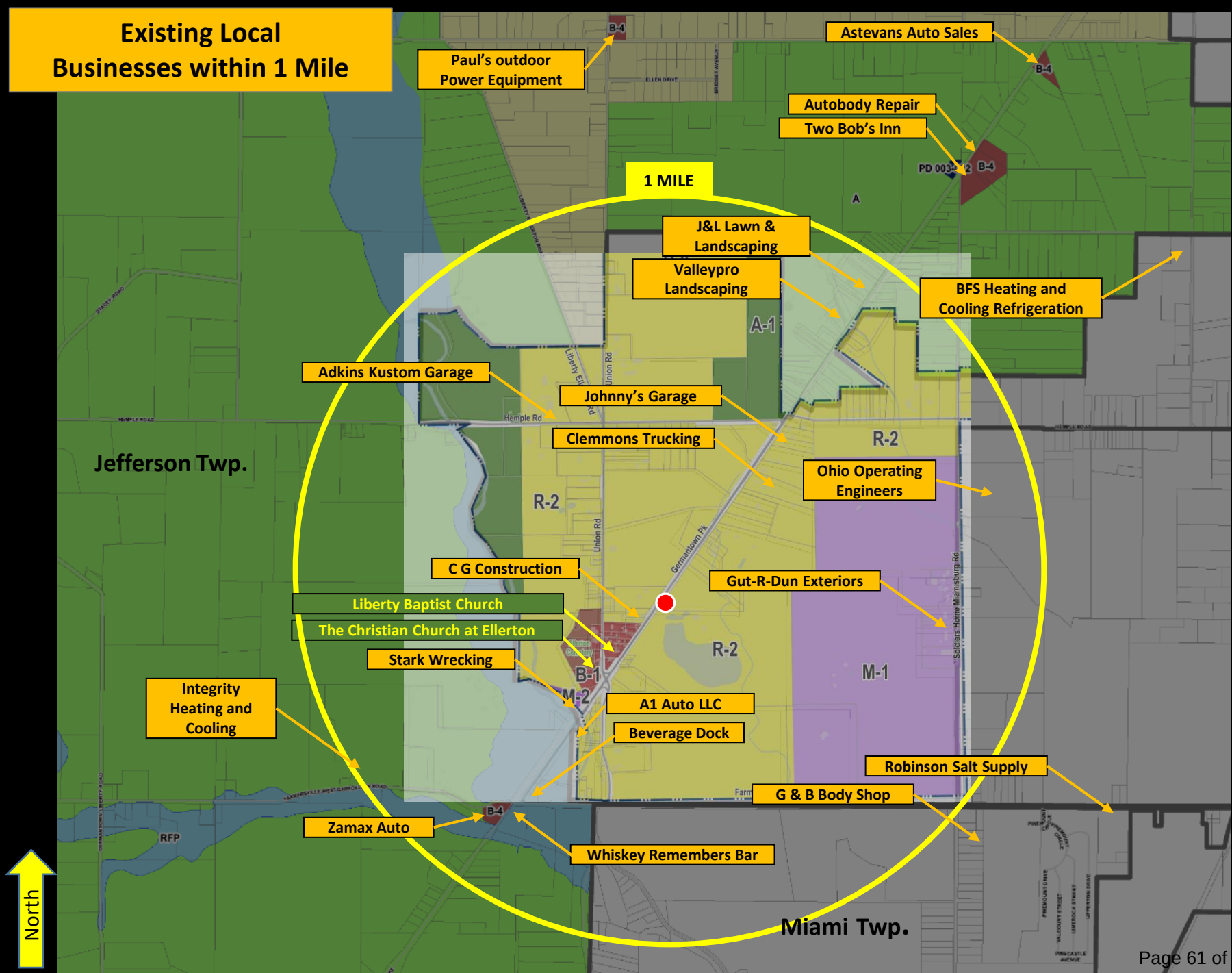
Existing National Businesses within 5 Miles



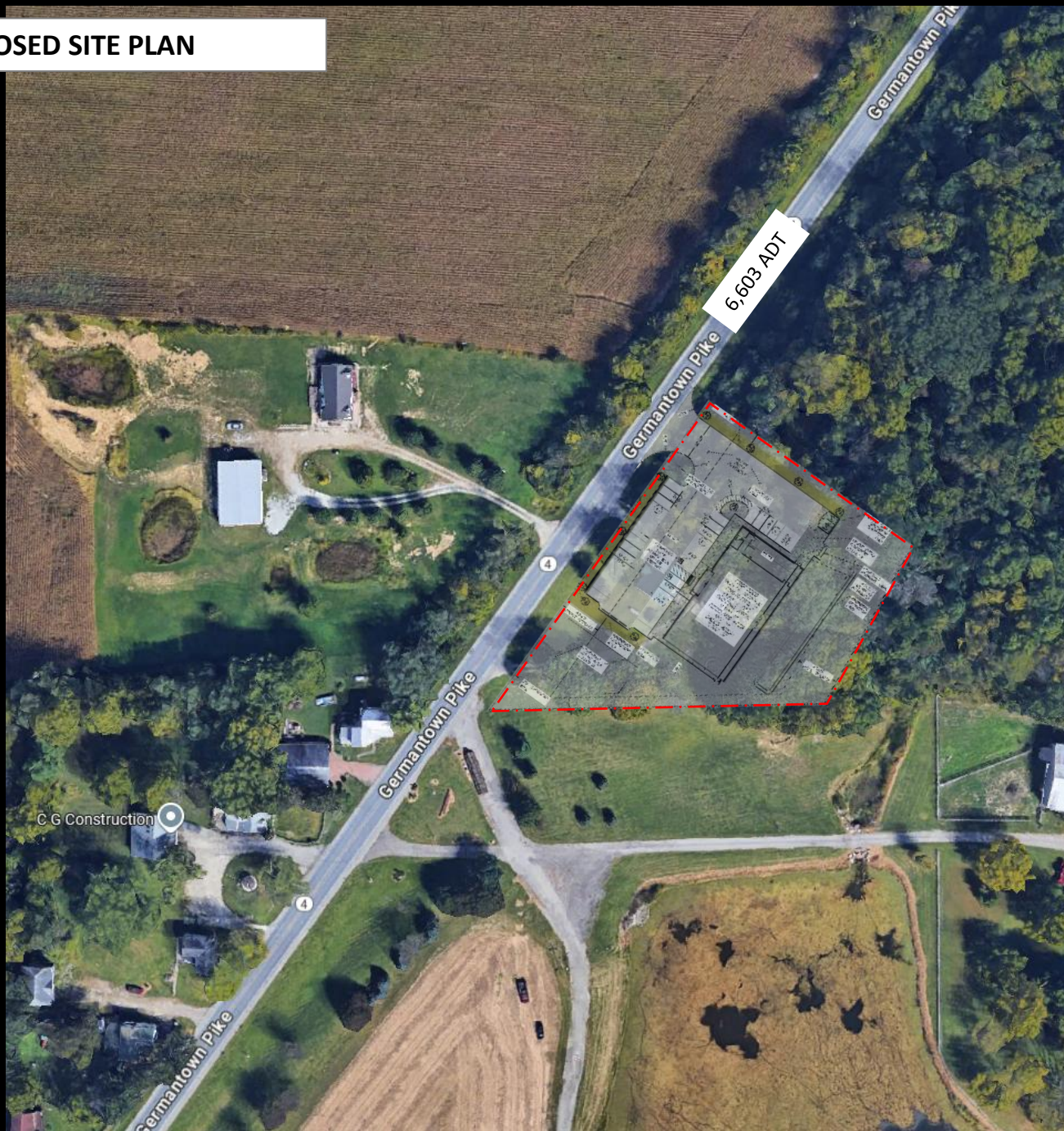
Existing Local Businesses within 1 Mile



Existing Local Businesses within 1 Mile



PROPOSED SITE PLAN



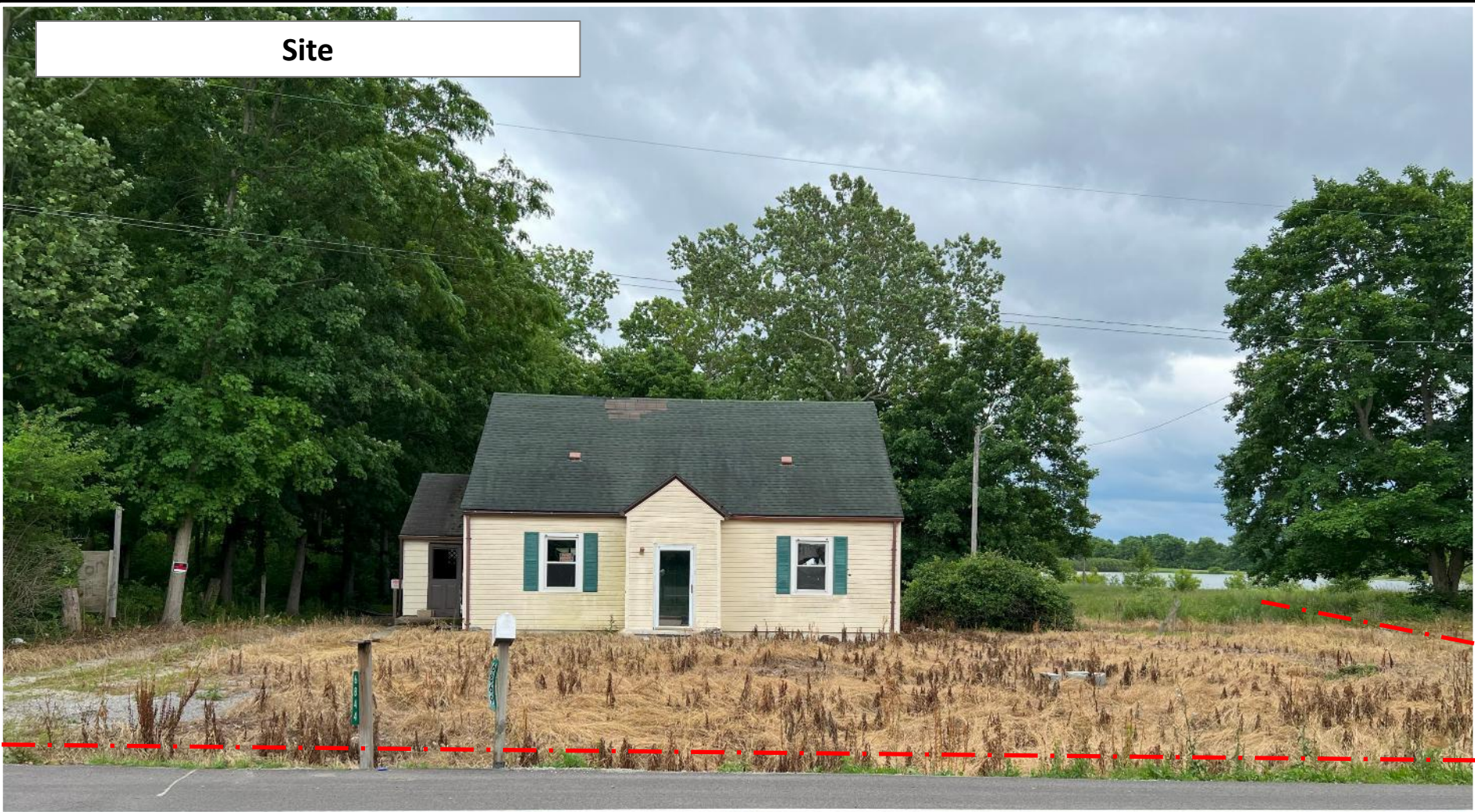
Site Aerial - North



Site Aerial - South



Site



Germantown Pike / OH 4

50 MPH
6,603 ADT
Page 65 of 163

Across Site

Germantown Pike / OH 4

50 MPH
6,603 ADT

Traffic – Northbound

Germantown Pike / OH 4

50 MPH
6,603 ADT

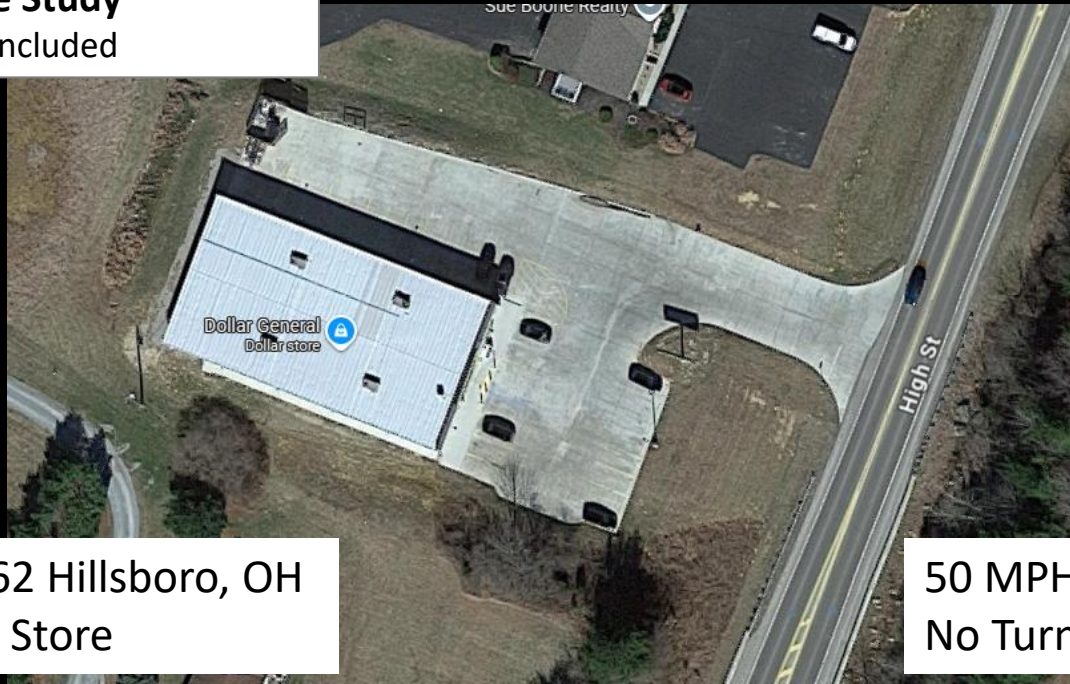
Traffic – Southbound

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 Saltee, 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 Saltee

Date 8/16/25

Phone 937-231-9958

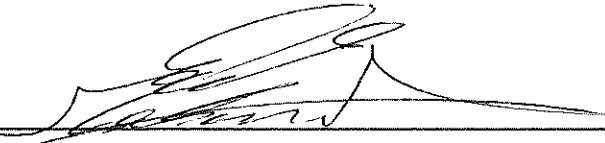
I, Mahmoud Hindi (Steve Hindi),

Residing at 3705 Trail on end 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 BAYSMAW,
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

An Ordinance to amend Moraine Codified Ordinance Section 521.07 entitled “Fences.”

Department: Community Development

Request: Action Item

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. Exhibit A - 2201-25
2. TA-02-2025 Legal Notice
3. Planning & Council - MCO 521.07 3-27-25

RECORD OF ORDINANCES

Ordinance No. 2201-25

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE SECTION 521.07 ENTITLED “FENCES.”

WHEREAS, the Planning Director and City Council discussed proposed amendment(s) to Moraine Codified Ordinance Section 521.07 (“Fences”) at the September 25, 2025, Committee of the Whole Meeting; and

WHEREAS, upon recommendation of City staff, the amendment(s) to Section 521.07 of the Moraine Codified Ordinances appended hereto as **Exhibit A** and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to better clarify fencing regulations therein.

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

- SECTION 1:

That Moraine Codified Ordinance Section 521.07 is hereby amended as delineated on the attached **Exhibit A** by adding the language in **boldtype** and deleting the language in ~~striketrough~~.
- SECTION 2:

That the remaining provisions of MCO Section 521.07 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 4:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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 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.

(Ord. _____. Passed _____.)

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.



**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.

An Ordinance to amend Moraine Codified Ordinance Section 1181.04 entitled “Standards For Accessory Buildings And Uses In Residential And Agricultural Districts”.

Department: Community Development

Request: Action Item

Item Background and Purpose:

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

Attachments:

1. 2202-25 - Exhibit A
2. TA-03-2025 Legal Notice
3. Planning & Council - MCO 1181.04 3-27-25
4. Lots Explained

RECORD OF ORDINANCES

Ordinance No. 2202-25

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE SECTION 1181.04 ENTITLED “STANDARDS FOR ACCESSORY BUILDINGS AND USES IN RESIDENTIAL AND AGRICULTURAL DISTRICTS”.

WHEREAS, on August 19, 2025, the Moraine Planning Commission held a public hearing on proposed amendments to Moraine Codified Ordinance Section 1181.04 entitled, “Standards for Accessory Buildings and Uses in Residential and Agricultural Districts” and recommended for approval the amendments to said MCO 1181.04 as delineated on the attached Exhibit A; and

WHEREAS, on September 25, 2025, City Council held a public hearing regarding the proposed amendments to Moraine Codified Ordinance Section 1181.04 entitled, “Standards for Accessory Buildings and Uses in Residential And Agricultural Districts” as delineated on the attached Exhibit A; and

WHEREAS, upon recommendation of City staff and the Planning Commission, the amendment(s) to Section 1181.04 of the Moraine Codified Ordinances appended hereto as Exhibit A and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to better clarify fencing regulations therein.

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

- SECTION 1:

That Moraine Codified Ordinance Section 1181.04 is hereby amended as delineated on the attached Exhibit A by adding the language in **boldtype** and deleting the language in ~~striketrough~~.
- SECTION 2:

That the remaining provisions of MCO Section 1181.04 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 4:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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 are 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. Barbed wire, and other sharp-pointed 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.

(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. _____. Passed _____.)

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.

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(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.)



**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.

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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.

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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.

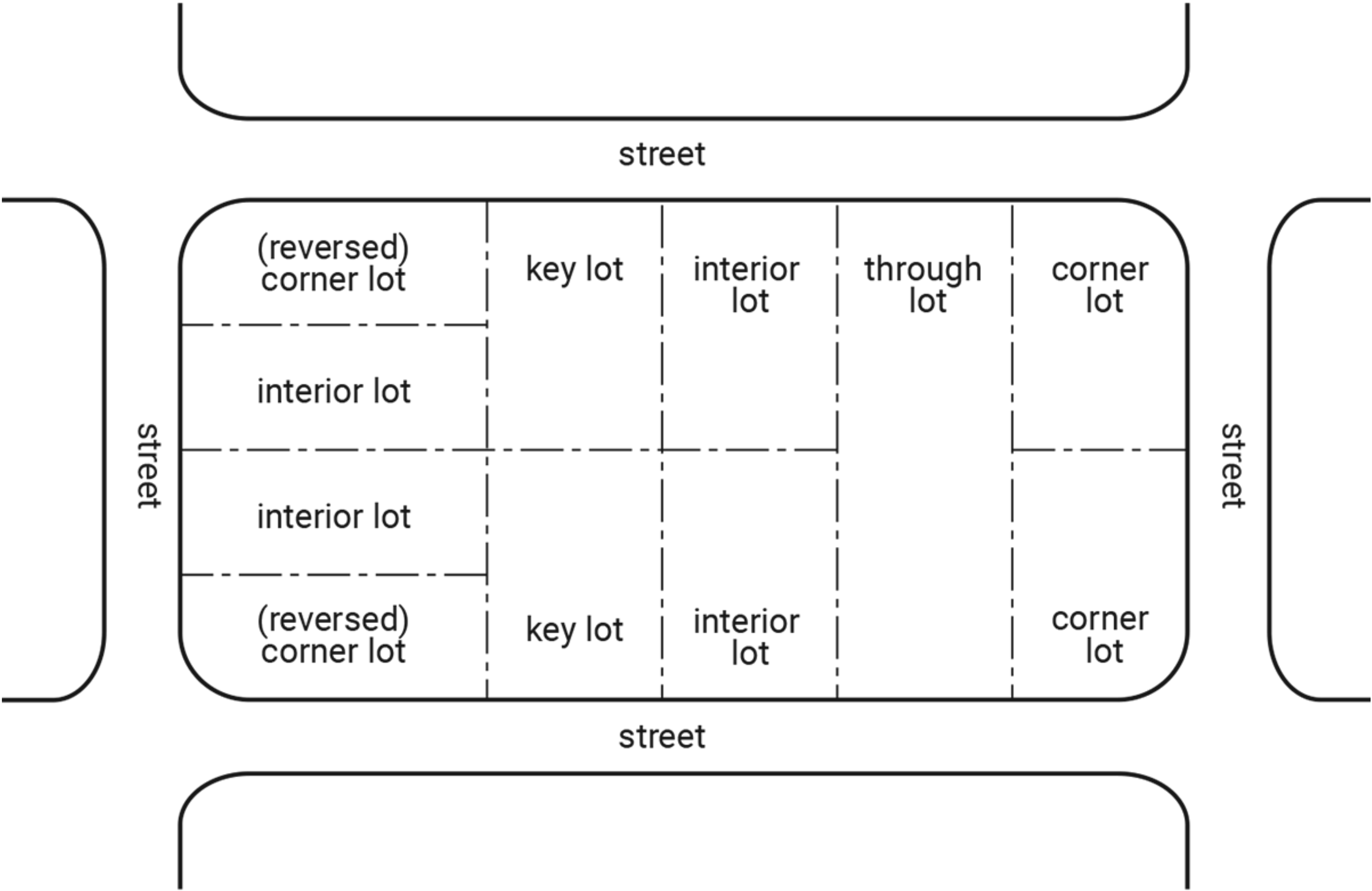
Battery-charged fences are permitted in non-residential districts and agricultural districts upon the issuance of a Zoning Permit and said fences shall comply with Ohio Revised Code 3781.1011.

(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.)



An Ordinance to amend Moraine Codified Ordinance Section 1181.05 Entitled “Standards For Accessory Buildings And Uses In Conservation, Business, And Industrial Districts.”

Department: Community Development

Request: Action Item

Item Background and Purpose:

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

Attachments:

1. 2203-25 - Exhibit A
2. TA-04-2025 Legal Notice
3. Planning & Council - MCO 1181.05 3-27-25

RECORD OF ORDINANCES

Ordinance No. 2203-25

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE SECTION 1181.05 ENTITLED “STANDARDS FOR ACCESSORY BUILDINGS AND USES IN CONSERVATION, BUSINESS, AND INDUSTRIAL DISTRICTS.”

WHEREAS, on August 19, 2025, the Moraine Planning Commission held a public hearing on proposed amendments to Moraine Codified Ordinance Section 1181.05 entitled, “Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts” and recommended for approval the amendments to said MCO 1181.05 as delineated on the attached Exhibit A; and

WHEREAS, on September 25, 2025, City Council held a public hearing regarding the proposed amendments to Moraine Codified Ordinance Section 1181.05 entitled, “Standards for Accessory Buildings and Uses in Conservation, Business and Industrial Districts” as delineated on the attached Exhibit A; and

WHEREAS, upon recommendation of City staff and the Planning Commission, the amendment(s) to Section 1181.05 of the Moraine Codified Ordinances appended hereto as Exhibit A and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to better clarify fencing regulations therein.

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

- SECTION 1:

That Moraine Codified Ordinance Section 1181.05 is hereby amended as delineated on the attached Exhibit A by adding the language in boldtype and deleting the language in ~~striketrough~~.
- SECTION 2:

That the remaining provisions of MCO Section 1181.05 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 4:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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. _____. Passed _____.)

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.)



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.)

An Ordinance to add a new section 1185.23 to the Moraine Codified Ordinances entitled “Mobile Food Vendors”.

Department: Community Development

Request: Ordinance

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. 2204-25 Exhibit A
2. TA-06-2025 Legal Notice
3. Planning & Council - MCO 1185.23 MOBILE FOOD VENDORS 2-26-25

RECORD OF ORDINANCES

Ordinance No. 2204-25

AN ORDINANCE TO ADD A NEW SECTION 1185.23 TO THE MORaine CODIFIED ORDINANCES ENTITLED “MOBILE FOOD VENDORS”.

WHEREAS, on August 19, 2025, the Moraine Planning Commission held a public hearing on a proposed addition to the Moraine Codified Ordinances to add a new section thereto relative to “Mobile Food Vendors” as delineated on the attached Exhibit A; and

WHEREAS, on September 25, 2025, City Council held a public hearing regarding the proposed addition to the Moraine Codified Ordinances to add a new section thereto relative to “Mobile Food Vendors” as delineated on the attached Exhibit A; and

WHEREAS, upon recommendation of City staff and the Planning Commission, the proposed addition to the Moraine Codified Ordinances to add a new section MCO 1185.23 entitled, “Mobile Food Vendors” as delineated on the attached Exhibit A and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to better clarify regulations with respect to mobile food vendors within the City.

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

- SECTION 1:

That Moraine Codified Ordinance 1185.23 entitled, “Mobile Food Vendors” is hereby approved and adopted as delineated on the attached Exhibit A.
- SECTION 2:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 3:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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 1185.23 (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.

(Ord. _____. Passed _____.)

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.

Correction made at September 25, 2025 Council Meeting to read "Section 1185.23"

(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.

The Strikethrough was approved by Planning Commission on 08/19/2025

~~—(2) A mobile food vendor unit located outside of the public right of way shall not remain stationary in one location for longer than six hours. After remaining stationary in one location for up to six hours, the mobile food vendor unit shall be moved to a location at least 100 yards from the previous location.~~

~~—(3) A mobile food vendor unit shall not be left unattended within public view at any time.~~

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

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

(11) 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.



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

(3) A mobile food vendor unit shall not be left unattended within public view at any time.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

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

(11) 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.

An Ordinance to amend Moraine Codified Ordinance Section 1412.02 entitled “Parking”.

Department: Community Development

Request: Ordinance

Item Background and Purpose:

This text amendment is for the introduction of gravel pad usage, with provisions of engineer review and a Zoning Permit, as well as the removal of gravel driveways, except for agricultural uses.

Financial Impact:

Is Item Budgeted?: No

Funding Source: (i.e. Capital, Operating, etc...)

Attachments:

1. 2205-25 - Exhibit A
2. TA-07-2025 Legal Notice CITY COUNCIL
3. Council - MCO 1412.02 3-26-25

RECORD OF ORDINANCES

Ordinance No. 2205-25

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE SECTION 1412.02 ENTITLED “PARKING”.

WHEREAS, the Planning Director and City Council discussed proposed amendment(s) to Moraine Codified Ordinance Section 1412.02 (“Parking”) at the September 25, 2025, Committee of the Whole Meeting; and

WHEREAS, upon recommendation of City staff, the amendment(s) to Section 1412.02 of the Moraine Codified Ordinances appended hereto as Exhibit A and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to add provisions thereto regarding gravel pads.

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

- SECTION 1:

That Moraine Codified Ordinance Section 1412.02 is hereby amended as delineated on the attached Exhibit A by adding the language in boldtype and deleting the language in strikethrough.
- SECTION 2:

That the remaining provisions of MCO Section 1412.02 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 4:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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. _____. Passed _____.)

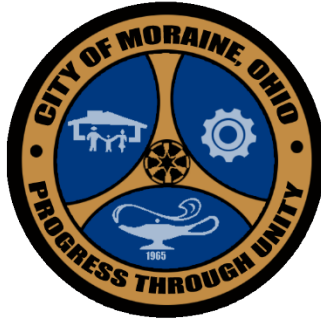
1412.02 PARKING.

(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-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.)

An Ordinance to amend Moraine Codified Ordinance Section 505.08 entitled “Cruelty To Animals Generally”.

Department: Community Development

Request: Ordinance

Item Background and Purpose:

This text amendment is for the protection of all animals, especially within businesses that house animals.

Financial Impact:

Is Item Budgeted?: No

Funding Source: (i.e. Capital, Operating, etc...)

Attachments:

1. 2206-25 - Exhibit A
2. TA-08-2025 Legal Notice CITY COUNCIL
3. Council - Animal Amendment

RECORD OF ORDINANCES

Ordinance No. 2206-25

AN ORDINANCE TO AMEND MORaine CODIFIED ORDINANCE SECTION 505.08 ENTITLED “CRUELTY TO ANIMALS GENERALLY”.

WHEREAS, the Planning Director and City Council discussed proposed amendment(s) to Moraine Codified Ordinance Section 505.08 (“Cruelty to Animals Generally”) at the September 25, 2025 Committee of the Whole Meeting; and

WHEREAS, upon recommendation of City staff, the amendment(s) to Section 505.08 of the Moraine Codified Ordinances appended hereto as Exhibit A and incorporated herein by reference is hereby approved for enactment, Council having determined said amendment(s) to be for the betterment of the health, safety, and welfare of the City and its inhabitants, and will, *inter alia*, serve to better ensure proper care and treatment of animals, including amphibians, birds, fish, mammals, and reptiles.

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

- SECTION 1:

That Moraine Codified Ordinance Section 505.08 is hereby amended as delineated on the attached Exhibit A by adding the language in boldtype and deleting the language in ~~strikethrough~~.
- SECTION 2:

That the remaining provisions of MCO Section 505.08 not amended hereby shall remain unchanged and in full force and effect.
- SECTION 3:

That this Ordinance shall become effective 30 days after its second reading and adoption by Council.
- SECTION 4:

That the Clerk is hereby directed to forward a certified copy of this Ordinance to the City Manager and Chief of Police.

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.

(Ord. _____. Passed _____.)

(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.)

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.

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



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.)

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.

Department: Parks and Recreation

Request: Action Item

Item Background and Purpose:

This item is to open up money for the bid process to get us a head start for the splash pad in 2026. This will get us the renderings and construction drawings for what we want the splash pad to look like and how it will operate. This is the first step in order to bring the Ora Everetts splash pad to life. I am requesting legislation to be drawn up to budget \$250,000 in the Capital Fund, which is 10% of the amount of the splash pad capital improvement item. And an additional \$250,000 to be budgeted in the General Fund to transfer to the Capital Fund to support the project.

Financial Impact:

Is Item Budgeted?: No

Funding Source: Capital Improvement Fund

Attachments:

1. 2025 10 02 Williams Architects Moraine Splash Pad Proposal
2. EDG Quote
3. Kimley-Horn Splash Pad Cost Info

RECORD OF ORDINANCES

Ordinance No. 2207-25

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.

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

SECTION 1: That after due review and consideration, it has been determined that it is in the best interest of the City of Moraine to provide for the following supplemental appropriations as listed:

301 CAPITAL IMPROVEMENT FUND			
Department		Operating Expenses	Appropriation
Payne Recreation Center		\$ 250,000	\$ 250,000
		Supplemental Appropriations	\$ 250,000
101 GENERAL FUND			
Department		Operating Expenses	Appropriation
Personnel Services		\$ 250,000	\$ 250,000
Transfers to Other Funds - Transfer to Capital Improv			\$ 250,000
		Total Appropriations	\$ 250,000
		Total Supplemental Appropriations	\$ 500,000

SECTION 2: That this Ordinance, being a supplemental appropriation, shall take effect immediately upon passage, pursuant to Section 4.9 of the City of Moraine, Ohio charter.



2 October 2025

Mr. Brent Shane, Director
City of Moraine Parks and Recreation
3800 Main Street
Moraine, Ohio 45439

Re: City of Moraine, OH Parks and Recreation / New Splash Pad at Ora Everetts Park
Professional Basic Architectural & Engineering (A & E) Services
WA PROJECT NO. 2025-348

LETTER OF PROPOSAL (LOP)

Dear Brent:

It was a pleasure discussing the above captioned Project with you. To that end, Williams Architects is delighted to provide this Letter of Proposal (LOP), outlining our understanding of the opportunity to work with you and your staff, City Council, and the community on the new Splash Pad at Ora Everetts Park. We look forward to our involvement in the implementation of the Project.

In accordance with your request, we have outlined the highlights of our proposed professional services and associated fees to perform Basic Architectural & Engineering (A & E) Services as identified herein. This Letter of Proposal (LOP) outlines our proposed understanding of the A & E Services, business terms, associated fees, and a preliminary schedule for the Project. Please refer to the pages that follow for additional detail.

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other Williams Architects talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Principal-in-Charge / Project Principal-In-Charge
- Nancy T. Weir / Ohio Regional Manager
- Kevin S. Hoffman / Senior Project Manager

CONSULTING ENGINEERS

We have assembled and will expand an experienced and talented group of Sub-Consulting Engineering professionals for the initial and future continuation of this Project. The Williams Team of Professionals will allow us the ability to create a design for your Project that is aesthetically appealing, cost sensitive and functional in scope.

ARCHITECT'S BASE SERVICE SUB-CONSULTANTS

Basic A & E Services

Williams Architect's Basic Service Sub-Consultants in the Basic A & E Services Fee of the Contract that are included, procured and coordinated by the Architect are as follows:

- Aquatics Engineering / WT Group AEC LLC
- Civil Engineering / TBD
- Structural / SMBH, Inc.

PROJECT BACKGROUND & UNDERSTANDING OF PROJECT SCOPE

In May 2025 the City of Moraine, Ohio, completed its 2025 Community Parks and Recreation Vision Plan. The Vision Plan identifies a series of improvements to Ora Everetts Park, including a new splash pad. Ora Everetts Park is located adjacent to the Gerhardt Civic Center in the north-central portion of Moraine. The park has good visibility from Interstate I-75 and access from the surrounding neighborhood.

Since the closing of Splash Moraine water park in 2009, the City has not offered any aquatic facilities. While area communities, such as the City of Dayton and City of Kettering have multiple splash pads, there are currently no splash pads or other aquatic facilities within a fifteen minute drive for most Moraine residents.

Survey results and public engagement during the visioning process indicated a growing demand for aquatic facilities in Moraine. Because it is less costly to develop and operate a splash pad than a swimming pool or aquatics center, the Vision Plan recommends a splash pad as a good first step in meeting the growing demand.

In September 2025, City Council's Committee of the Whole commenced discussion and legislation regarding funding for the new splash pad. Further more, we understand that the proposed construction budget for the new Splash Pad at Ora Everetts park is \$2.5 million. As a result, Williams Architects is prepared to provide A&E Services in two steps, as further, outlined below. The initial Step 1 will include Schematic Design to establish the design of the essential elements related to the scope of the Project, which will be supported by colored site/ Floorplans, 3-D renderings, and casting documentation. The City of Moraine will utilize this information to make an informed decision to approve Step 2 for the documentation, bidding, and construction of the Splash Pad. The initial concept design in the Vision Plan anticipates utilizing additional amenities – such as restrooms – in the adjacent Gerhardt Civic Center building.

BASE ARCHITECTURAL & ENGINEERING (A & E) SERVICES FOR PROJECT IMPLEMENTATION:

STEP 1

Schematic Design:

The Architect shall review the program, concept and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. The Architect shall then present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. As a result, the Architect shall reach an understanding with the Owner regarding the requirements of the Project.

Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. Upon the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, and preliminary building plans, sections and elevation, if appropriate; and renderings indicating the design and amenities of the splash pad. Preliminary selections of major systems and materials shall be noted on the drawings or described in writing.

The Architect shall develop a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Architect will then submit to the Owner the Architect's preliminary square foot estimate of the Cost of the Work.

At the completion of Schematic Design, the Architect shall submit the Schematic Design Documents to the Owner for the Owner's written approval. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions into the Step 2 Design Development Phase.

Furthermore, a summarized listing of the salient efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Assist Owner to define Project goals and objectives.
- Define existing surface conditions to be protected, modified and/or demolished.
- Review Owner's existing Project site information, including current survey of Project site.
- Review previously prepared program data and conceptual design and incorporate into design criteria.
- Review previously prepared Facility Program, as applicable, and further develop by defining areas / elements to be included within Project.
- Include information related to current and desired pedestrian circulation patterns.
- Assist Owner in researching applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
- Preparation of preliminary Project Schedule from Design through Construction.
- Preparation of Preliminary Estimate of Probable Construction Cost based on Owner's Facility Program.
- Preparation of Written Executive Summary of the Phase.
- Review and determine Aquatic and other specialty systems for the facility.
- Preparation of Schematic Design Drawings consisting of Site Plan(s), Floor Plan(s) and 3-D Rendering(s) graphically defining design intent. Plans shall include location of Spray Pad and amenities and configuration of proposed support building(s) and facilities, if any, entrance / exit driveways, pedestrian walkways and signage.
- Preparation of Systems Narrative describing anticipated systems, equipment and materials.
- Final review with, and approval by, Owner.

(Three (3) meetings)

STEP 2

Upon City Council approval, the Williams Architects team will continue with the following Step 2 professional services.

Design Development:

Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of systems to fix and describe the size and character of the Project as to aquatic, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. The Architect shall update the estimate of the Cost of the Work prepared and submit such estimate of the Cost of the Work to the Owner for Owner's review and comment.

At the completion of Design Development, the Architect shall submit the Design Development Documents to the Owner and request the Owner's written approval of the Design Development Documents and the Architect's estimate of the Cost of the Work at the conclusion of this Phase.

Furthermore, a summarized listing of the salient efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Based upon Schematic Design Phase Documents, further develop site plans, floor plans, and elevations.
- Refine cost estimate.
- Further develop main components of Aquatic, Mechanical, Electrical, Plumbing and other specialty systems for the facility.
- Further refine documents / deliverables.
- Final review with Owner.

(Three (3) meetings)

Construction Documents & Permitting:

Based on the Owner's approval of the Design Development Documents and the final approved Architect's estimate of the Cost of the Work, and on the Owner's authorization of any adjustments in the Project requirements, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with the Architect's Standard of Care. Furthermore, the Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the design of the Project for permitting and inclusion into the Construction Documents.

The Architect shall prepare the Construction Documents based upon the final approved Design Development Documents and the Owner's approved estimate of the Cost of the Work prepared in accordance with the Architect's Standard of Care

Furthermore, a summarized listing of the salient efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
- Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
- Final review with the Owner.

(Three (3) meetings)

Bidding / Negotiations:

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect shall also assist the Owner in bidding the Project by:

1. Facilitating the distribution of Bidding Documents to prospective bidders.
2. Participating in a pre-bid conference for prospective bidders.
3. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda.

Furthermore, a summarized listing of the salient efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Prepare / Issue Contract Documents to bidders.
- Respond to questions and provide clarifications to bidders.
- Issue Addendums and/or clarification to bidders.
- Attend One (1) pre-bid conference / meeting and One (1) bid opening / meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
- Prepare bid summary and recommendations to Owner.
- Final approval for construction by Owner.

(Two (2) meetings)

Construction Administration & Project Close-Out:

The Architect shall provide administration of the Contract between the Owner and the Contractor in accordance with the Architect's Standard of Care. The Architect will visit the site and meet with the Owner and Contractor on a bi-monthly basis throughout the course of construction (construction start thru substantial completion). We will establish a quantity and schedule of visits for the Project at the onset of Step 2 of Basic A & E Services. The site visits will consist of a review of all aspects of the Project, assisting the client in understanding the schedule, progress of the work, and the issuance of a field report for each of our visits. Furthermore, we will review the payout requests, review / approve shop drawings, and issue change orders throughout the construction phase to administer the contract.

As part of our Construction Administration Services, at Substantial Completion we walk the Project with the Owner and Contractor and develop a comprehensive list of items to be completed (Punchlist) on the project in accordance with the contract documents. We perform "wrap-up" tasks and issue the necessary certificates / documentation to ensure a smooth transition for Owner's occupancy. We participate in system start-up and training activities with the prime subcontractors on the project. In so doing, we again review all submitted "as built" documentation, survey information, warranties, and maintenance manuals. We will also conduct a follow-up review of the initial punchlist, and document our findings for any outstanding items requiring corrective work. Additionally, we visit the facility eleven (11) months after Substantial Completion for program / maintenance / operations review and documentation of warranty issues. During this visit, we walk through the facility with the Owner and elicit additional feedback to improve the functionality of your facility.

Furthermore, a summarized listing of the salient efforts in this phase is highlighted, but not limited to the below noted, as follows:

- Architect's Basic Services during the Construction Phase shall include attendance at not more than
- Four (4) On-Site Project Meetings with Owner and Contractor combined with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
- Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
- It is anticipated that the Construction Phase duration for the Project will be Four (4) months for purposes of this Agreement. Construction Phase duration for the Architect's Services shall be that period of time from commencement of construction through forty-five (45) days following date of Architect's issuance of a Certificate of Substantial Completion.
- The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
- The Architect shall review Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and process Contractor's submittals and Shop Drawings.
- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting to review completion of Punch-List (within forty-five days). Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.
- The Architect shall conduct an 11-month walk-through of the facility to determine any outstanding warranty items.

PROJECT SCHEDULE MANAGEMENT & PROPOSED PROJECT SCHEDULE

Williams Architect's procedure for maintaining project schedules includes defining a very specific step-by-step process with the Owner at the beginning of the Project. With this ongoing series of deadlines to meet, it has allowed us to maintain excellent results in achieving our project deadlines. We take great effort to carefully plan out all the meetings, work tasks and project milestones for a Project. We do this because it has greatly enhanced our ability to keep our projects moving forward with no surprises to our clients. Utilizing Williams' proprietary Box Matrix Schedule tool and the Preliminary Project Schedule, we will work in conjunction with the Owner and our consultant team to outline a detailed schedule for each phase of the Project. The Box Matrix Schedule includes activities and milestones, project meetings, and tasks to be completed by each party in advance of each meeting or milestone. This tool is used to communicate expectations / commitments, manage the overall schedule, and monitor the incremental tasks required by each party. The Matrix is updated and reviewed at each team meeting. We will work with City of

Moraine to develop a Project Schedule that meets the goals and objectives of the City of Moraine. To that end, we propose the below noted preliminary Project Schedule, which is subject to review and mutually acceptable to the Owner and Architect as follows:

Preliminary Project Schedule:

23 October 2025	Anticipated City Council Approval of Proposal for Step 1 Services
24 October 2025	Anticipated Authorization to Proceed for Step 2 Services
27 Oct. - 5 Dec. 2025	Step 1 Professional Services
11 December 2025	City Council COW Approval of Step 1 and Proceed with Step 2 Services
June 2026	Spray Pad Construction Commences
October 2026	Spray Pad Substantial Completion

TOTAL PROFESSIONAL PROJECT SERVICE FEES

The compensation to the Architect by the City of Moraine, Ohio, shall be paid on a fee basis, as described below, for the Scope of Services outlined herein and performed in accordance with the below noted compensation breakdown. The Architect shall bill the Owner on a monthly basis for the percentage of services / work performed for the previous month’s time. Time will be in accord with the enclosed Rate Table. Furthermore, as a result of our familiarity with this Project type, the funds available to the City of Moraine and the initial understanding of the City of Moraine’s desired scope of services, we respectfully propose our Professional Services fees as follows:

Base A & E Services Fee:

Step 1

A Lump Sum Fee of \$ 40,500 plus Reimbursable Expenses.

Step 2

If authorized, a Lump Sum Fee of \$ 184,500 plus Reimbursable Expenses.

The above noted fee is based upon a \$2,500,000 “Cost of the Work” Construction Budget. If the project material scope increases through the design process beyond the established scope as per the City of Moraine’s direction, our Fee will increase at Nine Percent (9 %) of the value for the Project that exceeds the established \$2,500,000 “Cost of the Work” Construction Budget. This increase shall be added to the previously identified Fee listed above. Furthermore, any Owner directed and approved scope alternates will result in an Additional Service fee at the aforementioned fee percentage through the associated phase of work (%) noted below.

Our Basic A & E Services fees are broken down by the phases listed below:

Step 1

Schematic Design Phase	18%	\$ 40,500	
Sub-Total Step 1			\$ 40,500

Step 2

Design Development Phase	17%	\$ 38,250	
Construction Documents & Permitting Phase	42%	\$ 94,500	
Bidding / Negotiations Phase	03%	\$ 6,750	
Construction Phase	20%	\$ 45,000	
Sub-Total Step 2			\$ 184,500

Total Step 1 and Step 2	100%		\$ 225,000
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Our Base Services work will be provided on a percentage of work completed basis from the rate table below. Any Additional Services authorized by the Owner and approved in writing will be provided on an hourly basis from the rate table below. Our Consultant's rate schedules vary for each Consultant, but they are generally comparable to our own rates enclosed herein.

**2025 / 2026
RATE TABLE**

Managing Principal	\$ 268.00/Hour
Senior Principal	\$ 248.00/Hour
Principal.....	\$ 241.00/Hour
Associate Principal	\$ 239.00/Hour
Senior Associate/Senior Project Mgr.....	\$ 239.00/Hour
Associate / Project Manager	\$ 217.00/Hour
Architect III	\$ 192.00/Hour
Architect II.....	\$ 178.00/Hour
Architect I.....	\$ 159.00/Hour
Senior Project Coordinator II	\$ 192.00/Hour
Senior Project Coordinator I	\$ 178.00/Hour
Project Coordinator IV	\$ 145.00/Hour
Project Coordinator III.....	\$ 133.00/Hour
Project Coordinator II	\$ 112.00/Hour
Project Coordinator I	\$ 99.00/Hour
Project Technician II	\$ 75.00/Hour
Project Technician I	\$ 58.00/Hour
Aquatic Engineer II	\$ 229.00/Hour
Aquatic Engineer I	\$ 175.00/Hour
Director of Marketing	\$ 214.00/Hour
Marketing Coordinator	\$ 155.00/Hour
Accounting.....	\$ 206.00/Hour
Secretarial	\$ 145.00/Hour
Clerical	\$ 103.00/Hour
Director of Interior Design	\$ 194.00/Hour
Interior Designer V.....	\$ 152.00/Hour
Interior Designer IV.....	\$ 128.00/Hour
Interior Designer III	\$ 99.00/Hour
Interior Designer II.....	\$ 84.00/Hour
Interior Designer I.....	\$ 58.00/Hour

REIMBURSABLE EXPENSES

In addition to our professional services, we shall also invoice the client for our Project related Reimbursable Expenses at a 1.10 multiplier. Project related Reimbursable Expenses include such items as travel, vehicle mileage, tolls, printing, copies, photography, renderings / slides, phones & fax, postage / messenger / overnight courier, direct miscellaneous Project supplies, etc..

CONTINGENT OPTIONAL ADDITIONAL SERVICES

Professional services excluded from, or noted within this LOP as Additional Services can be provided on an hourly, or mutually agreed upon fixed fee basis by the Owner and Architect in accordance with the rate table herein. Upon the Owner's request and approval of the same, with scope and fee as established and as mutually agreed upon between the Owner and Architect, we will document the Owner's desired Contingent Specialty and Optional Additional Services selected and approved by the Owner.

CLOSING

While expediting our services, it is understood that the general terms of this LOP are in keeping with the Architect's Standard of Care, until a final Agreement is formalized. The final Agreement and associated additional legal and business terms shall be established in accordance with a formal Agreement that is mutually acceptable to both the Owner and Architect. Furthermore, this "Letter of Proposal (LOP)" shall be referenced and attached to the "Prime Agreement" as "Exhibit A."

Thank you again for this wonderful opportunity to continue to provide our Professional Architectural Services to the City of Moraine and the good people it serves. If you have any additional questions or comments, please do not hesitate to contact me at your earliest convenience.

Cordially,



Tom C. Poulos, AIA, NCARB
CEO / Managing Principal

Cc: Nancy T. Weir / Williams Architects
Kevin S. Hoffman / Williams Architects
Sonja L. Sporleder / Williams Architects

ACCEPTED BY:

Printed Name and Title – City of Moraine Authorized Representative

City of Moraine Authorized Signature

Date

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Fw: Moraine Community Vision Plan

From Stefanie Smith <ssmith@envdesigngroup.com>

Date Wed 10/1/2025 2:57 PM

To Brent Shane <Bshane@moraineoh.org>

Cc Jeremy Ousley <jousley@envdesigngroup.com>; Steven Kolarik <skolarik@envdesigngroup.com>; Matt McGrath <mmcgrath@envdesigngroup.com>

Brent,

Please see email below from our LA/engineering team. The estimated fee is based on the examples that I shared with you which came in under \$1.5m for the MWCD project and around \$2m for Streetsboro which included the splashpad, restroom building, shaded seating areas, etc.. I saw in your comprehensive plan that BCI estimated \$2.5m for the project. If that is the actual project budget, then the fee would likely range between 6% (\$150k) to 8% (\$200k). These fees assume development of construction and permit documents. Construction Administration services would be additional if/as needed.

On a side note... It's a little tricky to set the fee for splash pad designs as the different manufacturers provide a range of engineering services - some provide very little and some provide almost everything you need. Both of the referenced projects were completed with Rain Drop, however, MWCD is looking for a different manufacturer for the next project due to a number of challenges that came up during the course of the project. Streetsboro also experienced similar difficulties.

In any case, please let us know if you have any questions or would like to discuss further. I've cc'd our LA/engineering team who have quite a bit of experience with this type of project.

Thank you,
Stefanie

Stefanie Smith

Technical Director

Environmental Design Group

O: 800.835.1390 | **D:** 330.907.3312

ssmith@envdesigngroup.com | envdesigngroup.com



From: Jeremy Ousley <jousley@envdesigngroup.com>

Sent: Tuesday, September 30, 2025 8:25 AM

To: Stefanie Smith <ssmith@envdesigngroup.com>; Steven Kolarik <skolarik@envdesigngroup.com>

Cc: Matt McGrath <mmcgrath@envdesigngroup.com>

Subject: Re: Moraine Community Vision Plan

If it were just that package and that scale from concept through CA I would probably compare it more to like our fee for one of the MWCD amenities projects; we'd need electrical, architectural and structural on board which brings the fee up. I would roughly estimate between \$80K - \$120K.

Jeremy Ousley, P.E.

Associate Director of Site Development

Environmental Design Group

O: 800.835.1390 | **D:** 330.248.7138 | **C:** 216.406.1077

jousley@envdesigngroup.com | envdesigngroup.com

NEW ADDRESS: Our Akron office has moved.
1200 E. Market Street, Suite 780, Akron, OH 44305

Splash Pad Cost Info

From Hice, Chris <chris.hice@kimley-horn.com>
Date Tue 10/7/2025 9:36 AM
To Brent Shane <Bshane@moraineoh.org>
Cc McCallops, Dave <Dave.McCallops@kimley-horn.com>

Brent,

The link below, and the following info is from one of our more recent splash pad projects:

<https://kimley-horn.securevdr.com/d-s9637726d9f014b6694358b92c67b5fc0>

- Construction Budget ~\$3M (today's dollars)
- Design Fee (including mechanicals and a new pump house) - \$285K
- Active spray area was ~4,800 SF
- A mix of elevated and ground features (19-20 elevated)

We are currently in the SD/DD phase on a splash pad for Columbus Rec/Parks. Their budget is \$2.5M. It's roughly 2,000 SF. It's part of a 30+ Acre park Master Plan project, so we don't have design fee broken out just for the pad.

Based on all we know at this point, I think a \$250K+/- design fee would be a good budget for you to account for.

Happy to follow up with any additional info. Just let me know any questions you might have.

Chris

Christopher M. Hice, PLA
Kimley-Horn

Direct: **614 745 8957** | Mobile: 720 285 5000

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.

Department: Parks and Recreation

Request: Action Item

Item Background and Purpose:

This item is to open up money for the bid process to start the construction of removing the old Splash Moraine buildings. This is an item from the Moraine Parks and Recreation Vision Plan which will get that area cleaned up for the potential amphitheater. I am asking legislation to be drawn up to budget \$200,000 in the Capital Fund to cover the cost of this project with a 10% contingency cost for extra coverage if need be; and additional budget in the General Fund to transfer \$200,000 to the Capital Fund to support the project. This will be done in one piece of legislation along with the splash pad design supplemental request.

Financial Impact:

Is Item Budgeted?: No

Funding Source: Capital Improvement fund

Attachments:

1. FCS Construction Quote
2. Bladecutters Quote
3. Rauch Quote - Demolition of Splash Moraine

RECORD OF ORDINANCES

Ordinance No. 2208-25

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.

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

SECTION 1: That after due review and consideration, it has been determined that it is in the best interest of the City of Moraine to provide for the following supplemental appropriations as listed:

301 CAPITAL IMPROVEMENT FUND			
Department		Operating Expenses	Appropriation
Payne Recreation Center		\$ 200,000	\$ 200,000
		Total Appropriations	\$ 200,000
101 GENERAL FUND			
Department		Operating Expenses	Appropriation
Personnel Services			
Transfers to Other Funds - Transfer to Capital Improv		\$ 200,000	\$ 200,000
		Total Appropriations	\$ 200,000
Total Supplemental Appropriations			\$ 400,000

SECTION 2: That this Ordinance, being a supplemental appropriation, shall take effect immediately upon passage, pursuant to Section 4.9 of the City of Moraine, Ohio charter.



2500 Vance Rd
Dayton, OH 45417 US
sfrazee@fcsconstructionservices.com

Estimate

ADDRESS

Brent of Shane
City of Moraine
3800 Main Street
Moraine, OH 45439

ESTIMATE # 2025-773

DATE 06/17/2025

DATE	ACTIVITY	DESCRIPTION	RATE	AMOUNT
	GC MRN	Demolition and removal of existing one story commercial structure called the "pump house". Building is approximately 40'x60' concrete structure. Removal of structure including footings and concrete fill to a max depth of 48" below grade. All material will be removed off site to proper landfill. Clean fill soils will be imported, placed and machine compacted to within 6" of surface. Unprocessed topsoil will be placed and finish graded to match surrounding grades.	12.00	38,400.00
	GC MRN	Demolition and removal of existing one story commercial structure called the "Bath House". Building is approximately 9200 sq ft concrete structure. Removal of structure including footings and all building material. All material will be removed off site to proper landfill. Clean fill soils will be imported, placed and machine compacted to within 6" of surface. Unprocessed topsoil will be placed and finish graded to match surrounding grades.	7.00	64,400.00
	GC MRN	Option: Seed prep and hydroseed all bare dirt areas. Minimum sq footage is 8000. Watering is the responsibility of the owner. Hydroseed will be a turf type tall fescue with starter fertilizer.	8,000.00	1,400.00

TOTAL

\$104,200.00

Accepted By

Accepted Date

Annual finance charge of 18% on all overdue balances may be assessed.

Customer agrees to reimburse any sums expended by FCS Construction, including but not limited to, attorneys' fees, collection fees and any other expenses incurred by FCS Construction in collection of payment for any amount due to FCS Construction from Customer.

BLADECUTTER'S LAWN SERVICE

5440 N. Dixie Dr.

Dayton, OH 45414

QUOTE

(937) 274-3861

FAX (937) 274-9306

Bill To:

June 26, 2025

City of Moraine

Services Provided At:

Wax Park

Sales Rep	Terms
John Scott—President	Net 10 days. 2% interest per month will be added to all past due invoices. Sales tax will be added to all invoices as applicable.
* Bladecutter's will purchase all permits and call for all inspections. * Bladecutter's will retire all utilities. * Bladecutter's will provide and asbestos survey. * Bladecutter's will demolish all 3 buildings and haul away all debris including foundation. * Bladecutter's will backfill, add topsoil and seed. \$99,400.00	

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are here-by accepted. You are authorized to do the work as specified. Payment will be outlined above.

Signature _____ Date _____

Signature _____ Bladecutter's, Inc. Date _____

STEVE R. RAUCH INC

EXCAVATION and DEMOLITION

1550 Soldiers Home - W. Carrollton Rd.
Dayton, OH 45418
Office: 937/263-2676 • 937/268-3845
Cincinnati Office: 513/721-2676
Nationwide: 1-800-626-7611

PROPOSAL SUBMITTED TO City of Moraine		PHONE 937 535 1061	DATE 10/07/2025
STREET 3800 Main Street		JOB NAME Splash Moraine Demolition project	
CITY, STATE AND ZIP CODE Moraine, Ohio 45439		JOB LOCATION 3800 Main Street, Moraine, Ohio	
ARCHITECT N/A	DATE OF PLANS N/A	bshane@moraineoh.org	JOB PHONE 937-263-2676

We hereby submit specifications and estimates for:

- Labor, material, & equipment demolition costs: Splash Moraine buildings(BUDGET ESTIMATES)
1. Includes ticket booth, bath house, event center, and pool equipment building
 2. Asbestos survey, filing of notice to demolish, securing of demolition and utility disconnect permits
 3. Temporary fencing to be used around the work area as needed.
 3. Utility disconnects are to be five foot outside the building footprint at each location
 4. Demolition of all buildings listed above, including miscellaneous sidewalks serving those
 5. Removal of all demolition debris offsite, extent of removal to be 4 ft under existing surface
 6. Backfill of affected areas with clean fill, grade to promote drainage.
 7. Restoration of site with seed & hydromulch.

Demolition project cost: \$ 250,000.00 (with prevailing wages)

Demolition project cost: \$ 150,000.00 (without prevailing wages)

NOTE: If any asbestos is found as a result of the survey, removal costs are not included
No shared utilities are assumed.
Reasonable access is assumed at no cost or restoration

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

see above

Payment to be made as follows: _____ dollars (\$ _____).

negotiated progress payments

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature

Roger Cowden

Roger Cowden - Project Estimator

Note: This proposal may be withdrawn by us if not accepted within Thirty days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Thank You