

**January 6, 2025
City Council
Council Meeting - 7:00 PM**

The City of Vandalia is committed to transparency and open meetings. A live broadcast of this meeting for viewing only is available via the Zoom app.

Join Zoom Meeting

<https://us02web.zoom.us/j/85288834157>

Meeting ID: 852 8883 4157

One tap mobile: 1-305-224-1968, 85288834157#

1. Call to Order
2. Moment of Reflection
3. Pledge of Allegiance
4. Approval of Minutes
5. Communications, Petitions and Awards
 - A. **Oath of Office: Interim City Manager Kurt Althouse**
Mayor Herbst will administer the Oath of Office to Interim City Manager Kurt Althouse.
 - B. **Introduction and Oath of Office: Police Officer Alexander Plummer**
Mr. Althouse will introduce and administer the Oath of Office to Police Officer Alexander Plummer who began employment January 6, 2025.
 - C. **Introduction and Oath of Office: Police Officer Hunter Stout**
Mr. Althouse will introduce and administer the Oath of Office to Police Officer Hunter Stout who began employment January 6, 2025.
6. Public Hearing
7. Comments from Interested Citizens
8. City Manager's Report

A. Information Items

1. **City Offices Closed**

City offices will be closed **Monday, January 20** in observance of Martin Luther King, Jr. Day. The second meeting in January will be held on **Tuesday, January 21** at 7:00 p.m.

2. **Christmas Tree Recycling**

The Parks and Recreation and Public Works Departments are offering Vandalia residents free recycling of their Christmas trees. Residents can drop off their trees at the Sports Complex until January 31. Beginning the first week of January, residents can also dispose of Christmas trees by placing them at the curb for pickup by Rumpke on your regular trash day.

B. Action Items

1. **Appointment of Representatives – 2025 MVRPC/TC**

Vandalia is required annually to appoint a representative and an alternate representative to the Miami Valley Regional Planning Commission and the Transportation Coordinating Committee. An individual must also be designated to serve as the Technical Committee member. Currently, Mayor Herbst is the representative, and Rob Cron is the alternate representative to the MVRPC. Ben Borton will be the delegate to the Technical Committee, and Chad Baughman is the alternate.

2. **Appointment of Representatives – 2025 First Suburbs Consortium**

The City of Vandalia is required annually to appoint two representatives and an alternate representative to the First Suburbs Consortium. The current representatives are Mayor Herbst and Councilmember Doogan. The current alternate is Vice Mayor Blakesly.

3. **Appointment to the Montgomery County Community Improvement Corporation**

This committee requires the Mayor of the City of Vandalia to be appointed annually.

4. **Appointment to the Vandalia Development Corporation**

This board requires two councilmembers' appointments – one Council appointment to be made in even years, currently Vice Mayor Blakesly, and one Council appointment to be made in odd years, currently Councilmember Aivalotis-Weaver. Hence, Council will be asked to appoint a VDC representative for the odd year appointment member.

9. Old Business

10. Resolutions

- A. **25-R-01 A Resolution Authorizing The City Manager Or His Designee To Enter Into An Agreement For The Site And Tree Clearing Of 810 Northwoods Boulevard For A New Public Works Facility With Elevated Ground Solutions, LLC A Cost Not To Exceed \$110,000.00**
- B. **25-R-02 A Resolution Authorizing The City Manager To Extend A Master Services Agreement For The Architecture/Design And Construction Contract Administration Phases For A New Public Works Facility With WDC Group For An Amount Of \$2,083,930.00**
- C. **25-R-03 A Resolution For The Purchase Of Playground Equipment And Authorizing The Purchase From Landscape Structures Through The State Of Ohio Procurement Contract #800841-STS640**
- D. **25-R-04 A Resolution Authorizing The Purchase Of A 2025 Kenworth T480V Single Axle Cab & Chassis By The Public Works Division, From Palmer Trucks, Inc. At The Sourcewell Cooperative Bidding Contract Price In The Amount Of \$128,367.00**
- E. **25-R-05 A Resolution Authorizing The Purchase Of The Upfit Equipment For A 2025 Kenworth T480V Single Axle Cab & Chassis Including Snow & Ice Accessories By The Public Works Division, From K.E. Rose Company At Sourcewell Cooperative Bidding Contract Price In The Amount Of \$168,925.00**
- F. **25-R-06 A Resolution Authorizing The Purchase Of A 2025 Ford F-550 4x4 SD Regular Cab & Chassis By The Public Works Division, From Beau Townsend Ford In The Amount Of \$61,210.00**

11. Ordinances - First Reading

12. Ordinances - Second Reading

13. Ordinances – Emergency

14. Reports from Boards and Commissions

- A. **Variance: BZA 24-14 Front Yard Drive-Through ATM – 750 West National Road – Fifth Third Bank – Imperial Shopping Center**
Enclosed is a memorandum from Mr. Graham wherein the Applicant, OptiVia Solutions, on behalf of Fifth Third Bank has requested a variance to allow a front yard drive-through ATM for the property located at 750 West National Road. The purpose of this request is to add an ATM with a drive-through in the front yard of the Imperial Shopping Center. The Board of Zoning Appeals voted 4-0 to recommend approval of the proposed variance with two conditions.

B. Variance: BZA 24-15 Minimum Lot Frontage – 304 North Dixie Drive (North Point Community Church)

Enclosed is a memorandum from Mr. Graham wherein the Applicant, Robert Hussong, on behalf of North Point Community Church has requested a variance to not meet the minimum lot frontage requirement for the property located at 304 North Dixie Drive. The purpose of this request is to allow a place of worship to have 50 feet of lot frontage. The Board of Zoning Appeals voted 4-0 to recommend approval of the proposed variance.

C. Conditional Use: PC 24-15 – 304 North Dixie Drive (North Point Community Church) – Place of Worship in Neighborhood Business (NB)

Enclosed is a memorandum from Mr. Hammes wherein the Applicant, Robert Hussong, on behalf of North Point Community Church has requested Conditional Use approval to operate a Place of Worship at 304 North Dixie Drive. Places of Worship are conditional uses in the Neighborhood Business district. The Planning Commission voted 4-0 to recommend approval of the proposed conditional use.

15. Council Comments

16. Executive Session - The purpose of the meeting is to discuss the purchase of real property.

17. Adjournment

These icons illustrate which strategic goals Council Actions align to



Opportunity
Be known regionally as a top-tier suburb through top-tier City services.



Safe & Secure
Invest in traditional public safety and community outreach to meet needs.



Infrastructure
Protect infrastructure by investing in roads, utilities & parks.



Vibrant
Use amenities & growth mindset to create a warm & welcome environment.



Fiscal Sustainability
Seize quality-of-life opportunities while maintaining fiscal practices.



Trust and Confidence
Transparent government to empower stakeholder engagement.



Sharpen the Saw
Refining practices and leverage technology to improve customer service.

Memorandum

To: Mark Schwieterman, Interim City Manager
From: Angela Swartz
Date: December 17, 2024
Re: **2025 Annual Council Appointments to Various Committees**

At the January 6th Council meeting, the City Council will be asked to vote on the appointment of Councilmembers to Committees. This will be on the January 6th Study Session to discuss prior to the Council meeting.

The following is a list is the currant appointments:

Appointment of Representatives – 2025 MVRPC/TC

Vandalia is required annually to appoint a representative and an alternate representative to the Miami Valley Regional Planning Commission and the Transportation Coordinating Committee. An individual must also be designated to serve as the Technical Committee member. Currently, Mayor Herbst is the representative, and Rob Cron is the alternate representative to the MVRPC. Ben Borton will be the delegate to the Technical Committee, and Chad Baughman is the alternate.

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This board requires two councilmembers' appointments – one Council appointment to be made in even years, currently Vice Mayor Blakesly, and one Council appointment to be made in odd years, currently Councilmember Aivalotis-Weaver. Hence, Council will be asked to appoint a VDC representative for the odd year appointment member.

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION 24-R-01

A RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT FOR THE SITE AND TREE CLEARING OF 810 NORTHWOODS BOULEVARD FOR A NEW PUBLIC WORKS FACILITY WITH ELEVATED GROUND SOLUTIONS, LLC A COST NOT TO EXCEED \$110,000.00.

WHEREAS, Council has received a memorandum from Rob Cron, dated December 10, 2024, recommending Council authorize an agreement for the site and tree clearing at 810 Northwoods Boulevard for a new Public Works Facility.

WHEREAS Staff have received proposals from local clearing companies that could begin immediately due to environmental regulations in regarding the timing restrictions of clearing trees in this area;

WHEREAS Having the site cleared by March 31 is required and would help keep the project on schedule;

WHEREAS, pursuant to Vandalia Code section 208.02(e)(5), Council has the authority to waive the formal bidding process;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council waives the formal bidding process pursuant to Vandalia Code Section 208.02(e)(5) as there would be no benefit to the City to undertake formal bidding and the best interest of the City is served by waiving the formal bidding

Section 2. Council authorizes the City Manager or his designee to enter into an agreement with Elevated Ground Solutions, LLC for the site and tree clearing at 810 Northwoods Boulevard for a new Public Works Facility at a total cost not to exceed \$110,000.00.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This resolution shall become effective immediately upon its passage.

Passed this 6th day of January 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt Althouse, Clerk of Council



To: Mark Schwieterman
From: Rob Cron
Date: December 10, 2024
Subject: Tree Clearing at 810 Northwoods Blvd.

The City of Vandalia has acquired approximately 16 acres of land at 810 Northwoods Boulevard for a site to construct a new Public Works Facility. We have gone through the programming stage and have developed a budget estimate for the project that was recently approved as part of our 2025 Capital Improvement Budget. We are about to begin the final design phase of the project that will take several months.

The site we will be using is heavily wooded and due to environmental regulations, the tree clearing can only be performed between November 1 and March 31. In an effort to keep the project on schedule, we would like to authorize a contract to have this work performed prior to March 31, 2025. Based on our design team's estimate and some proposals we have received for the work to be performed separate from building construction contract we feel like we can realize some significant savings as well.

Due to the short time frame to get the work done, we requested proposals from two land clearing companies that could proceed immediately and have the work completed by March 31, 2025. The proposals submitted are reflected below:

Tree Care Inc.	\$150,000.00
Elevated Ground Solutions	\$ 92,620.11

The estimated cost by our design firm (WDC Group) for site clearing and preparation was over \$400,000.00. Their estimate did include a few other incidental items, but we did confirm with WDC Group that we would see significant savings moving forward with the clearing now.

We are in the process of obtaining an access easement from the property owners of the Kroger complex to access the site as the site is not accessible from Northwoods Boulevard at this time.

I recommend that we enter into an agreement with Elevated Ground Solutions to perform the site clearing work at 810 Northwoods Boulevard at a cost not to exceed \$110,000.00. The additional amount would be to cover any additional items that may need to be performed to satisfy any terms of the access agreement.



Land Clearing ~13 acres, Silt Fence, Service Drive

#0001278

From: Elevated Ground Solutions

(937) 504-1337

info@elevatedgroundsolutions.com

elevatedgroundsolutions.com

Amount:

\$92,620.11

Date of Issue:

11/18/2024

Bill To: Chris Mastrino

333 James Bohanan Drive,

Vandalia, OH, 45377

cmastrino@vandaliaohio.org

937-415-2322

Expiration Date:

12/18/2024

Item	Rate (excl. tax)	Quantity	Total
Land Clearing - Clear Cut & Grind 13 acres of trees and brush down to mulch grade material. - Remove all large stumps and their roots from cleared area.	\$91,962.39 -\$10,000.00	1	\$81,962.39
Silt Fence Installation -Install ~1,100 linear feet of Silt Fence on North and South of property. -Location to be correlated prior to installation. -Silt Fence installation in excess of 1100 linear feet to be an additional \$3.79/linear foot.	\$4,168.30	1	\$4,168.30
Gravel Service Drive -Installation of 100' x 8' gravel service drive. -To contain 4" of #3 rock base layer and 4" topcoat of #304 gravel or similar. -Gravel drive installation in excess of 800sqft to be an additional \$8.11/sqft.	\$6,489.42	1	\$6,489.42
Subtotal			\$92,620.11
Total			\$92,620.11

Notes:

- \$10,000 discount applies if standing timber is harvested prior to clear cutting.

May 5, 2024



Chris Mastrino
333 James E. Bohanan Dr
Vandalia, OH 45377

Please find vegetation clearing pricing for : **Parcel 810 @ Northwoods Blvd**

Proposal for cleaning would be under the conditions that the parcel has been previously harvested for the timber and the consideration for the volume of the logs removed is accounted for in the proposal. If the timber is not harvested before the lot clearing the proposal will need to be readjusted to account for the additional material.

Scope of Clearing: Complete removal of trees and vegetation for approximately 16.6 acres, with the exception of a small area of the north side of the parcel.

- All debris ground on site and hauled off site.
- Stumps to be ground and stump grindings left onsite.
- Remaining stickers and branches will be forestry mowed to a mulch and left spread out onsite.

Total: \$155,000

Please let me know if you have any further questions

Sincerely,

David Meurer-Director of Operation
Certified Arborist, IL-5238A
CTSP 644117

Troy (937)335-3170 (888)279-2709 Dayton (937)298-5780
(937)938-1622 fax
info@treecareinc.com www.treecareinc.com

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION 25-R-02

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXTEND A MASTER SERVICES AGREEMENT FOR THE ARCHITECTURE/DESIGN AND CONSTRUCTION CONTRACT ADMINISTRATION PHASES FOR A NEW PUBLIC WORKS FACILITY WITH WDC GROUP FOR AN AMOUNT OF \$2,083,930.00

WHEREAS, the City has identified the need to build a new Public Works Facility to better serve the needs of the City's residents; and

WHEREAS, the City has acquired a 16+ acre parcel by donation with the intent to construct a new facility on such parcel, and

WHEREAS, the City has previously though a Master Services Agreement contracted with WDC Group for the programming phase of the design of a new Public Works Facility, and

WHEREAS, the City desires to continue with the next phases of the project; and

WHEREAS, the existing Master Service Agreement provides the WDC Group can undertake the additional phases as "Additional Services" under that Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council authorizes the City Manager or his designee to authorize WDC to undertake the additional services of Architecture/Design and Construction Contract Administration phases under the terms of the existing Master Agreement between the parties for the new Public Works Facility for an amount of \$2,083,930.00.

Section 2. The City waives formal bidding pursuant to Vandalia Code section 208.02(e)(3)

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution shall take full force and effect from and after the earliest period allowed by law.

Passed this 6th day of January 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt Althouse, Clerk of Council



To: Mark Schwieterman
From: Rob Cron
Date: December 10, 2024
Subject: Master Services Agreement for Public Works Facility Design Phase 2 & 3

On September 18, 2023 City council Approved Resolution 23-R-60 authorizing us to enter into a Master Services Agreement with WDC Group for the Programming Phase of the Engineering and Design of a new Public Works Facility. This has been completed and we are ready to proceed with the project as it has been approved in the 2025 Capital Improvement Budget.

We have received a proposal from WDG Group for the final Architecture/Design fee and Construction Contract Administration fee. These fees are based on a percentage of the estimated construction costs per the Master Services Agreement.

These fees being 8.5% of the estimated construction costs for the Architecture/Design and 3.5% of the actual construction cost for the contract administration as reflected below:

Architecture/Design	\$1,348,872
Construction Contract Administration	\$ 555,418*

Misc. Fees

A/E Reimbursables	\$ 14,370
Construction Staking	\$ 16,850
Site Permitting	\$ 39,100

*(this cost will be adjusted to % of actual cost once project is bid)

Additional Fees for alternates if required:

Fuel Island alternate out front	\$ 96,901
Tank Storage Area	\$ 12,419

We recommend entering into an agreement with WDC Group for the Phases 2 & 3 portion of the Architecture/Design and Construction Contract Administration of the Public Works Facility and site at a cost of \$2,083,930.



PROJECT BUDGET ESTIMATE

NEW PUBLIC WORKS SITE AND FACILITIES
FOR THE CITY OF VANDALIA

Site Area = 421,179 SF

Facilities = 51,360 SF with mezzanine

Maintenance Administration Facility + Accessory Structures
(see plans dated 9/6/2024)

Date: August 29, 2024

	Base Bid
1 General Conditions	\$ 539,872
2 Demolition / Land Clearing	\$ 495,000
Landscaping	\$ 79,110
3 Facility Concrete	\$ 278,392
Site Concrete	\$ 289,150
4 Masonry	\$ 146,200
5 Metals	\$ 16,200
6 Wood, Plastic, Composites	\$ 79,980
7 Thermal & Moisture Protection	\$ 132,100
8 Doors and Windows	\$ 153,020
9 Finishes	\$ 168,779
10 Specialties	\$ 86,540
13 Special Construction / Systems / Pre-Engineered Steel Building	\$ 3,027,289
15C Fire Suppression	\$ 441,618
15A Plumbing	\$ 1,055,540
15B Mechanical	\$ 1,152,550
16A Electrical	\$ 1,461,000
Generator	\$ 169,800
17A Facility IT - Building Data / Security / Access Control / CCTV	\$ 325,099
Subtotal Building	\$ 10,097,239
2 Site Construction	\$ 1,910,000
Site Asphalt Paving	\$ 461,200
Subtotal Site	\$ 2,371,200
Accessory Structures and Systems (see breakdown page 2)	\$ 2,142,345
Subtotal Accessory Structures and Security Systems	\$ 2,142,345
Contractor Overhead and Profit (12%)	\$ 1,753,294
OTHER COSTS	Construction Subtotal \$ 16,364,078
A/E Fees	\$ 1,390,947
A/E Reimbursables	\$ 14,370
Construction Staking	\$ 16,850
Site Permitting	\$ 39,100
Water Tap Fee	\$ 0
Sewer Tap Fee	\$ 0
Construction Testing	\$ 52,390
Fixtures, Furniture, & Equipment (not including new mechanics shop lifts or equipment)	\$ 107,410
Aid-to-Construction (gas / electrical / Telecom)	\$ 59,910
Construction Contract Administration	\$ 572,743
Project Contingency (8%)	\$ 1,309,126
Other Project Costs Subtotal	\$ 3,562,846
Total Project Budget	\$ 19,926,923

Accessory Structures and Systems		Low		High
1	Public Dumpster Area with retaining wall, guardrails, lighting, and signage	\$	142,400	\$ 169,800
2	Covered Material Storage Bins and Truck Wash Out Area	\$	149,800	\$ 158,600
3	Hydrovac Wash Area	\$	39,800	\$ 49,200
4	Salt and Storage Facility	\$	582,421	\$ 621,800
5	Covered Cold Storage Facility with enclosed bay for climate controlled storage of chemicals and paint	\$	192,500	\$ 201,680
6	Perimeter Fence and Gates - Vinyl Coated	\$	206,142	\$ 221,106
7	Concrete Dumpster Walls, Retaining Walls, Cold Storage Areas	\$	77,900	\$ 86,408
8	Site Lighting, Camera, and Access Control	\$	128,400	\$ 141,206
9	Lifts			
	Paradigm (scissors lift for heavy vehicles)		\$	182,545
10	Fuel Tank Inside Fence			
	with electric, card reader, and bollards		\$	310,000
	Add cover over tank and filling area (Add \$71,470)			
	Move location to outside fence at front entry (Add \$39,890)			
Subtotal Accessory Structures and Security Systems		\$	1,519,363	\$ 2,142,345

ALTERNATES		Low		High
1	Fuel Island with canopy, lighting and data	\$	879,800	\$ 1,140,010
2	Tank Storage Area with roof covering, safety ladder, and railing	\$	129,800	\$ 146,100



AIA® Document B104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Nineteenth day of September in the year Two-Thousand
Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Vandalia, Ohio
333 James E. Bohanan Dr.
Vandalia, Ohio 45377

This document has important
legal consequences. Consultation
with an attorney
is encouraged with respect to
its completion or modification.

and the Architect:
(Name, legal status, address and other information)

WDC Group LLC
23 South Center Street
Springfield, Ohio 45502

for the following Project:
(Name, location and detailed description)

New Public Works Facility for the City of Vandalia

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Information provided by the Owner in the project RFQ

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall~~may appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner ~~shall~~may adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. No such changes shall occur without Owner's prior written consent.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, (as may be amended by the parties) to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. ~~If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:~~

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Policy limits of not less than One Million Dollars for each occurrence and Two Million Dollars in the aggregate for bodily injury and property damage

.2 Automobile Liability

Policy limit of One Million Dollars per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

.3 Workers' Compensation

Statutory requirement

.4 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Two Million Dollars(\$2,000,000) in the aggregate.

2.2.1 To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Init.

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User Notes:

(1213024072)

3.1.4 The Architect shall review laws, codes and regulations applicable to the Architect's services and shall, in designing the Project, comply with laws and rules governing the practice of architecture within the State of Ohio.

§ 3.2 Design Phase Services

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~**Programming Phase Services**

§ 3.2.1.1 The Architect shall prepare in consultation with the Owner, a program list of spaces for facilities, site development, project milestone schedule, and project budget. Project site alternative approaches and alternative approaches to design and construction of facilities for the Project, review of applicable codes and regulations for the project. These services and deliverables to be completed as an additional service as included per Exhibit B.

~~§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.~~**Design Documents**

~~§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.~~

~~§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.~~

§ 3.2.2.1 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.2.2 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.2.3 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect after notice to Owner, may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect for Supplemental Services approved by Owner, as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

Additional Contract Administration Services as described in Exhibit A.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The

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Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the ~~Work~~ Work as approved by Owner. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 ~~The Owner shall~~ Owner, with the assistance of Architect shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 Owner shall be entitled to rely on the accuracy and completeness of the services and information provided by the Architect. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect. Owner reserves the right to reject and and/or all bids.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner ~~shall may~~ cooperate with the Architect in making such ~~adjustments.~~ adjustments, at its sole discretion.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall

be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a ~~nonexclusive~~ nonexclusive, irrevocable, royalty-free worldwide license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. ~~If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project, Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit, including the following:~~

- a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;
- b. Any future renovation, addition, or alteration to the Project; and
- c. Any future maintenance or operations issue as it pertains to the Project.

Architect or Architect's Consultants shall not be responsible for any modifications to the Work made by Owner or Owner's representatives using the Architect's Instruments of Service."

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. ~~The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding~~

~~dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. All claims and causes of action between the parties to this Agreement related to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run pursuant to the provisions of the Ohio Revised Code.~~

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, ~~except as specifically provided in Section 9.6.~~
Agreement.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 ~~Arbitration~~not used

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,~~

~~dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments of undisputed amounts to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, ~~Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and~~ Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

All fees for services due at the time of termination

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As negotiated at the time of termination

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

9.9 In the event of any termination under this Article, the Architect consents to the Owner's selection of another architect of the Owner's choice to assist the Owner in any way in completing the Project. Architect further agrees to cooperate and provide any information requested by Owner in connection with the completion of the Project and consents to the making of any reasonable changes to the design of the Project by Owner and such other architect as Owner may desire in accordance with applicable laws. Any services provided by Architect that are requested by Owner after termination will be fairly compensated by Owner in accordance with Article 11 hereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum ~~– Programming Phase (As described in Article 3.2.1 and deliverables listed in Exhibit B)~~
(Insert amount)

A Lump Sum Fee of \$69,790.00

- .2** Percentage Basis – For Services Detailed in Articles 3.2.2, 3.3, and 3.4
(Insert percentage value)

~~() % of the Owner's budget for the Cost of the Work, Eight and One-Half Percent (8.5) % of the Cost of the Work and identified alternates as bid for the project, as calculated in accordance with Section 11.6. The fee may be converted to a lump sum by an addendum to this contract following owner approval of construction contracts for the project, per terms and conditions acceptable to the Owner and Architect. If the fee is converted to a lump sum by addendum, the Architect will request a fee adjustment for any Owner approved increases in scope and the estimated construction cost amount following approval of construction contracts for the project. Fees will not be lower than the lump sum fee if actual construction cost is lower than the construction cost.~~

- .3** Other
(Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Contract Administration Services as described in Exhibit A. A fee of Three and One-Half Percent (3.5%) of the Owner's actual Cost of the Work for Contract Administration Services as outlined in Exhibit A. The fee may be converted to a lump sum by an addendum to this contract following owner approval of construction contracts, per terms and conditions acceptable to the Owner and Architect. If the fee is converted to a lump sum by addendum, the Architect will request a fee adjustment for any Owner approved adjustments of the estimated construction cost amount. Fees will not be lower than the lump sum fee established following initial construction contract approval by Owner if actual construction cost is lower than the construction cost. Fee breakdown shall be based on the following phases: Construction Document Phase = 10% of fee
Construction Phase = 90% of fee

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Fees for additional services (requested by and approved by the Owner, in writing, prior to any additional services being performed) shall be billed at current hourly rates as listed in 11.7

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
<u>Principal</u>	<u>\$195*</u>
<u>Project Manager</u>	<u>\$135*</u>
<u>Project Contract Administrator</u>	<u>\$105*</u>
<u>Technical/Clerical/Drafting</u>	<u>\$75*</u>

The above rates are Standard 2023 Hourly Billing Rates and shall be for services through December 31, 2023. The rates shall be adjusted annually on January 1 to WDC Group's current hourly billing rates.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services approved by the Owner and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 ~~Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;~~

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User Notes:

(1213024072)

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 Any special Engineering studies, designs, plans, permits, bidding and contract administration on the site required by local jurisdictions for stormwater, sanitary engineering, zoning, and wetland permitting.
- .13 Fees associated with submissions for permits and approvals for permits by local, state, and federal regulatory authorities.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten Percent % per Annum

~~§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~
Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

~~§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.~~

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Claims, disputes or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof shall be subject to and decided by mediation in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

12.2 Responsibility of Construction Cost - Evaluating of the Owner's project budget, preliminary estimate of construction cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bids or negotiated prices will not vary from the Owner's project budget or from any estimate of construction cost or evaluation prepare or agreed to by the Architect.

12.3 The Architect nor Consultants make no warranty, either expressed or implied, as the Architect/Consultant's findings, recommendations, plans, specifications, or professional advice. The Architect/Consultants will endeavor to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. Client recognizes that neither the Architect nor any of the Architect's subconsultants or subcontractors owe any fiduciary responsibility to the client.

12.4 Notwithstanding anything else in the this Agreement or any other agreement referenced herein to the contrary, (1) under no circumstances will the Owner be required to provide indemnification; (2) venue for any legal claims brought in court will be Montgomery County Ohio (3) all documents shall be subject to the Ohio Public Records laws.

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and Owner shall be under no obligation to notify Architect of public record requests; (4) if this Agreement is for more than one year, the continuation of the Agreement is contingent upon the appropriation of funds by the City Council of Vandalia as applicable to fulfill the requirements hereof. If the insufficient monies are appropriated to provide for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated; (5) aggregate professional and general liability of Architect shall not be limited to the total fee paid for services but in any event shall not exceed Architect's applicable insurance limit; (6) Neither party shall pay for any other party's attorney fees; (6) Nothing herein shall be deemed a waiver by City of Vandalia of any sovereign immunity or qualified immunity provided by law; (7) Owner shall not be liable for any punitive, indirect or consequential damages; and (8) Architect acknowledges that it is, and that it shall perform its services pursuant to its Agreement with the Owner as an independent contractor and not as an employee of the City of Vandalia. Contractor shall not be a "public employee" and shall not be entitled to any benefits made available to employees of the City, including but not limited to participation in Ohio Public Employees Retirement System.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1. AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

~~2. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this agreement.)~~

~~3.~~

2 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A – Additional Contract Administration

~~4. Other documents:~~

~~(List other documents, if any, including additional scopes of service forming part of the Agreement.)~~

Exhibit B – Initial Programming Services

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
DANIEL D. WENDT
(Printed name and title) CITY MANAGER


ARCHITECT (Signature)
Christopher R. Widener, FAIA - Principal
(Printed name, title, and license number, if required)

APPROVED AS TO FORM


VANDALIA CITY ATTORNEY

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christina Cave, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 08:47:05 ET on 09/15/2023 under Order No. 2114434408 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2017, Standard Abbreviated Form of Agreement Between Owner and Architect, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Christina Cave

(Signed)

Office Manager

(Title)

September 15, 2023

(Dated)

EXHIBIT A

ADDENDUM TO AIA B104:

ADDITIONAL CONTRACT ADMINISTRATION SERVICES

The following additional services will be provided by Architect as part of its Basic Services for the pre-construction and construction phases, in addition to those services described in Article 1 of the Agreement.

- 1) **PRE-CONSTRUCTION PHASE** (services to coincide and begin with Architect's design phase services described in Article 3):
 - a) Delineate estimate of construction cost provided as part of Basic Service, according to multiple prime contracts. The cost evaluations will be in the form of CSI Division format and multiple prime contracts.
 - b) In construction documents develop construction scope and responsibilities for each multiple prime contractor to be included in drawings and specifications.
 - c) In project specifications, include assignment of responsibilities for Temporary Project Facilities, equipment, etc., to be included in specifications for multiple prime contracts.
 - d) Develop contract documents showing proposed work by multiple contractors and show identification marks on each drawing and in specifications to delineate scope of work by each contractor.
 - e) Develop Bar Chart Project Construction schedule for inclusion in specifications. Delineate general flow of work for each multiple prime contract and the overlapping coordination required.
 - f) Coordinate the ordering and delivering of Owner-purchased materials, products, and systems.
 - g) Coordinate, with General Work and Labor Contractor, layout of additions and new construction, using survey, soil borings, site designs produced during basic services.
 - h) Analyze each proposed, multiple prime contract for labor requirements for project. Delineate multiple prime work based on customary practice in the area where the Project is located using Architect's knowledge of work forces and material availability.
 - i) Prepare list of prospective bidders and review with Owner.
 - j) Develop bidder interest in project and establish bidding schedules. Notify potential prime contractors of availability of contracts through the bidding process.
 - k) In addition to Basic Services, assist Owner in preparing bid analysis, outlining the multiple prime contracts and alternative bids.
 - l) Assist Owner's representative with preparations of Construction Contracts for individual prime contractors.

EXHIBIT A

- m) In addition to Basic Services, conduct pre-bid conference by break out groups for each prime contract available, and facilitate group discussions for bidders and team Architects and Engineers that designed each prime contractors' scope of work.
 - n) In addition to Basic Services, develop Division 0 and Division 1 of the specifications, to detail responsibilities of each prime contractor in areas of project coordination meetings, superintendent's qualifications, schedule compliance, the creation of detail schedule requirements by General Trades' contractor, etc.
 - o) In addition to Basic Services, contact each bidder during the course of the bidding process to respond to their questions in a timely manner, and endeavor to manage the risk of claims by potential bidders that the bid process is not in compliance with the Ohio Revised Code.
 - p) For the specifications, develop list of roles and responsibilities for the Owner, Architect, General Trades Contractor, and prime contractors during the construction process.
- 2) **CONSTRUCTION PHASE** (services to coincide and begin with Architect's construction phase services described in Article 3):
- a) Provide on-site personnel for the duration of the project to observe work of contractors to determine that it is being performed in general accordance with Contract Documents, and coordinate and facilitate communications related to work being performed by each contractor, architectural team and the owner's representative.
 - b) Schedule and conduct meetings to discuss procedures, progress and scheduling. Prepare and distribute minutes to Owner and Contractors.
 - c) Monitor Project Construction Schedule. Coordinate the development of the General Trades schedule for detailed work.
 - d) In addition to Basic Services, endeavor to obtain satisfactory performance from each contractor, collect Certificates of Insurance, establishing list of all material suppliers and subcontractors for each project, and collect release of liens from all parties with each application for payment, including all subs and material suppliers
 - e) Monitor project budget and implement a Contract Cost Summary for each contract and each owner provided expense line in the project budget. Endeavor to document requests for changes by each multiple prime contractor and sub contractor.
 - f) Review contractors pencil copy of applications for payment for accuracy prior to formal review.
 - g) Endeavor to communicate to all parties that the architect or consultants are not responsible for construction means or safety precautions.
 - h) Review requests for changes, obtain contractor's proposals and submit to Owner's representative the alternatives for change, and recommendations on the contractor proposals.

EXHIBIT A

- i) Make recommendations on suspension and termination of contractors based on lack of performance with the contract.
 - j) Assist with resolution of claims prior to formal filings.
 - k) Monitor contractors' certificates of insurance.
 - l) Record regular project progress with digital photographs and video, and maintain daily log of activity by contractors.
 - m) Monitor the contractor's record copy of Contracts, Drawings, Specs, Change Orders, etc. at job-site.
 - n) Assist in coordination of delivery and storage of Owner purchased items.
 - o) Observe each contractor's final testing and start up of utilities, systems and equipment. Coordinate training of Owner's personnel on each system requiring training.
 - p) Prepare pre-final punch list to expedite final completion of all contracts.
 - q) Coordinate the correction and completion of the work shown on all punch lists. Assist with Final Inspections and communications between contractor and Building Officials to obtain Certificate of Occupancies.
 - r) Transmit to the Owner all keys, manuals, and project documents etc. for the Owner's use and records.
 - s) In addition to Basic Services, serve as the point of contact for daily communication with the Contractors' project managers and superintendents to facilitate timely response and decisions by the Architect and Owner.
- 3) **ADDITIONAL SERVICES** (Beyond scope of the Contract Administration services included in the Agreement and as outlined above for the agreed compensation as stated in the Agreement, Article 11, or an amendment to the Agreement).
- a) Services due to significant change in Project scope and/or schedule caused by the Owner or contractors.
 - b) Replacement work damaged by fire or other cause, either covered or not by the Builders Risk Insurance.
 - c) Services required due to default by Contractor, and coordination of replacement materials or labor by a Bonding company.
 - d) Services required to evaluate an extensive number of claims that claim damages beyond those specifically addressed and allowed by the General Conditions.
 - e) Services in connection with a public hearing, zoning planning commission, or similar regulatory review and approval process.



September 5, 2023

• Facility Planning & Design
• Cost Estimating & Feasibility Studies
• Site Analysis & Acquisition
• Construction Management
• Facility Management

City of Vandalia, Ohio
333 James E. Bohanan Dr.
Vandalia, Ohio 45377

Subject: Programming Phase Services (Per Article 3.2.1 of the Agreement)
New Public Works Facility for the City of Vandalia

The Owner has requested the following be included in this phase:

Concept Site Designs noting the following:

1. Street access to the southern portion of the site for emergency purposes only and an access roadway constructed per city street standards.
2. Conceptual locations for storm water retention to be discussed with owner during this phase.
3. Primary entrance for facilities to be from Northwood Blvd.
4. Screening on southern and western property lines to be included in conceptual studies.
5. Rezoning of property and platting of the property to be accomplished by the Owner, with legal description provided by the consultants during this phase.
6. Architect will prepare a Request for Proposal and send to soil engineering companies to obtain proposals for initial soils evaluation borings during this phase.
7. Owner will provide and Architect will support as required:
 - a. Phase 1 Environmental Survey
 - b. Title Commitment documentation showing legal easement and restrictions to site.
 - c. Rezoning of parcel to appropriate category within City Zoning for this project and proposed use.

Architecture & Engineering Deliverables by WDC and Consulting Firms for this phase include:

1. Facilities and site program list of spaces required.
2. Conceptual site plans, facility floor plans, elevations for facilities the project.
3. Budget for total project costs, including facilities, site development, FF&E, and soft costs projected for the project.
4. Milestone schedule for project design, bidding, contracting, bonding, and construction.
5. Concept rendering of proposed site / facilities.

23 South Center Street
Springfield, Ohio 45502
(937) 325-9991
(fax) 325-9804

Site/Civil Services deliverables by Choice One Engineering for the Programming Phase

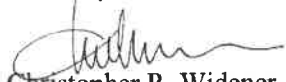
1. Boundary Survey and Legal Description for plat purposes. (Fee is a reimbursable lump sum expense of \$4,750.)

- a. Perform a boundary survey of approximately 16.156 acres, situate in Section 10, Town 3, Range 6, City of Vandalia, Montgomery County, Ohio.
 - b. Perform field reconnaissance of the existing monumentation.
 - c. Perform necessary research.
 - d. Prepare one survey plat.
 - e. Prepare one legal description.
 - f. Set final property monumentation.
 - g. Provide fees for Health Department, Regional Planning and Recording.
 - h. If at any point during the survey process Choice One discerns conflicting deed information or a discrepancy concerning the recorded or assumed location of the property lines, we will communicate this information to the Client and survey will be put on hold. The Client will be invoiced based on time accumulated to date. Choice One can suggest possible options for Client's next steps to achieve conflict resolution. If such a situation arises, Choice One will not produce or record a survey until any conflict is resolved. Additional Choice One fees may be needed to address items not included in the above scope.
 - i.
2. Topographic Survey for the design and construction project including contours, easements, rights-of-way, structures, flood plain, wetland delineation and other items required for design and construction work associated with the project. (Fee is a reimbursable lump sum expense of \$17,970.)
 - a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
 - b. Perform necessary deed and plat research.
 - c. Establish horizontal and vertical survey control for the project area.
 - d. Identify visible features within project area as shown on the attached aerial including utilities and drainage.
 - e. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
 - f. Locate underground utilities as marked by the appropriate utility companies.
 - g. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
 - h. Clean up topographic survey data in CAD. Create Civil 3D existing contours surface.
 - i. Provide one (1) foot contour intervals.
 - j. Completed topographic survey shall be provided in AutoCAD format.
3. ALTA/NSPS Land Title Survey (Fee is a reimbursable lump sum expense of \$6,950.)
 - a. Perform an ALTA/NSPS Land Title Survey in accordance with the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as established by ALTA and NSPS in 2021.
 - b. Certification on the face of the survey shall be the unaltered Certification within 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and certified to the buyer, lender, and insurer.
 - c. Draft survey will be sent to Client for review. Choice One will address one set of revisions based on consolidated comments of all interested parties. After these revisions are complete, Choice One will send out signed survey to Client. Further revisions or changes will be charged at Choice One hourly rate or agreed upon lump sum fee.
 - d. Client responsible to provide title commitment for the property, including copies of subdivision plats, deeds and easements referenced within title commitment.

4. Concept site design including site plan concept studies, recommended ditch crossing structure, budget and timelines for final Phase 1 report.
5. Wetland delineation report using Clune Consulting, Minster, Ohio. Consultant will evaluate the site and review on site condition and prepare a wetlands delineation report to locate areas on site that meet the state and federal criteria for designated wetlands. *[Note: wetlands proposed for removal or relocation as part of the owner-approved site design concept will require additional fees and scope by the consultant to prepare permit application submission to regulatory agencies. This will require approximately six months to complete a typical process.]* (Fee is reimbursable expense.)

Thank you again for this opportunity to provide services to the City of Vandalia. Please do not hesitate to contact us with any questions or request for additional information.

Sincerely,



Christopher R. Widener, FAIA
Principal



December 4, 2024

City of Vandalia, Ohio
333 James E. Bohanan Dr.
Vandalia, OH 45377

- Facility Planning & Design
- Cost Estimating & Feasibility Studies
- Site Analysis & Acquisition
- Construction Management
- Facility Management

Re: Vandalia Public Works – WDC Group Estimated Fees

We have calculated the A/E design fee and construction contract administration fee for the Vandalia Public Works project based on estimated construction costs of \$15,869,078. (Construction Cost of \$16,364,078 less \$495,000 for demolition/land clearing to be completed by the Owner.)

A/E design fee	\$1,348,872
Construction Contract Administration fees	\$555,418

Additionally, design fees for the alternates are as follows:

Fuel Island with canopy, lighting, and data	\$96,901
Tank Storage Area with roof covering, safety ladder, and railing	\$12,419

Please let me know if you need anything further.

Respectfully,


Christopher R. Widener, FAIA

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION 24-R-XX

A RESOLUTION FOR THE PURCHASE OF PLAYGROUND EQUIPMENT AND AUTHORIZING THE PURCHASE FROM LANDSCAPE STRUCTURES THROUGH THE STATE OF OHIO PROCUREMENT CONTRACT #800841-STS640.

WHEREAS, Council has received a memo dated December 10, 2024, from Steve Clark, Director of Parks and Recreation, recommending Council waive the formal bidding process for the purchase of playground equipment and authorizing the purchase from the State of Ohio procurement contract #800841-STS640 through Landscape Structure at a cost not to exceed \$60,000; and

WHEREAS, the playground unit for replacement are at Victory Park, installed in 1997; a standard playground area should see a new installation or update within 8-10 years after its original installation date; however, the current playground equipment is twenty-eight years old; and

WHEREAS, Council will declare the current playground structures begin replaced as surplus and will be placed on Govdeals or otherwise disposed of by the City Manager as provided by law; and

WHEREAS, pursuant to Vandalia Code section 208.02(e), Council has the authority to waive the formal bidding process.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council waives formal bidding for the Playground Equipment purchase project pursuant to Vandalia Code section 208.02 (e) (2).

Section 2. The City Manager, or his designee, is authorized to negotiate and enter into a contract with Landscape Structures of Delano, Minnesota for playground equipment through the State of Ohio Procurement Contract #800841-STS640 at a cost not to exceed \$60,000.

Section 3. Council declares the current playground structures being replaced as surplus property and authorizes such structures to be placed on Govdeals or otherwise disposed of by the City Manager as provided by law.

Section 4. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This resolution shall become effective immediately upon its passage.

Passed this 6th day of January, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Angela Schwartz, Clerk of Council



To: Mark Schwieterman, Interim City Manager
From: Steve Clark, Director Parks & Recreation
Subject: Playground Replacement Project – Victory Park
Date: December 10, 2024

This memo is to serve as an official request and recommendation to waive the formal bidding process for the capital purchase of playground equipment for Victory Park, authorizing the purchase through the State of Ohio Procurement program with Landscape Structures of Delano, Minnesota at a cost not to exceed \$60,000. Under normal circumstances, the cost to purchase playground equipment meets the City of Vandalia sealed bid requirement, but in this situation we feel the sealed bid cost would be higher than the Ohio State Contract #800841-ST5640 amount since the playground equipment industry has experienced significant price increases over the course of 2023-24 and the state bid amount is locked in through February, 2025.

The following funds are available for the Playground Replacement Project:

- **Victory Park - \$100,000**
 - \$50,000 CIP Funds
 - \$50,000 CDBG Funds

The playground unit we are proposing for replacement at Victory Park was installed in 1997. According to the American Society for Testing and Materials International (a standards organization that develops and publishes consensus technical standards for a wide range of materials, products, systems, and services) a standard playground area should see a new installation or update within 8-10 years after its original installation date. However, they have seen commercial playground areas last as long as 15-20 years. The Victory Park playground unit (28 years old) proposed for replacement is beyond the industry standard.

As part of our Playground Replacement Plan, a committee was formed to provide valuable input and feedback during the design processes. The committee is comprised of several residents as well as representatives of the Montgomery County Board of Developmental Disabilities Services, Miami Valley Down Syndrome Association and Vandalia-Butler Schools. Facilities Superintendent Rudy Wells, Recreation Coordinator Alicia McCracken were also part of the committee.

Based on the proceeding information, I am requesting Council waive the formal bidding process for the purchase of playground equipment and recommend authorizing the purchase from the State of Ohio Procurement Contract #800841-STS640 through Landscape Structures at a cost not to exceed \$60,000. We further recommend that City Council declare the current playground equipment being replaced at Victory Park as surplus and be placed on Govdeals or otherwise disposed of by the City Manager as provided by law. The total payment of this contract when combined with the amount paid to Forever Lawn of Ohio for safety surfacing shall not exceed the combined total of \$100,000.

Thanks for your time and consideration.

Proposed Victory Park Playground Unit



CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION 25-R-04

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 KENWORTH T480V SINGLE AXLE CAB & CHASSIS BY THE PUBLIC WORKS DIVISION, FROM PALMER TRUCKS, INC. AT THE SOURCEWELL COOPERATIVE BIDDING CONTRACT PRICE IN THE AMOUNT OF \$128,367.00

WHEREAS, Council has received a memorandum from Ben Borton, dated December 10, 2024, recommending Council to purchase a 2025 Kenworth T480V Single Axle Cab & Chassis at the Sourcewell cooperative bidding contract price of \$128,367.00 from Palmer Trucks, Inc. per contract #060920-KTC; and

WHEREAS, pursuant to Vandalia Code section 208.02(e), Council has the authority to waive the formal bidding process;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council waives the formal bidding process pursuant to Vandalia Code Section 208.02(e)(2) as the purchase of goods or services is made as a third-party beneficiary under a State of Federal procurement contract or similar cooperative bidding arrangement.

Section 2. Council authorizes the purchase of a 2025 Kenworth T480V Cab & Chassis at the Sourcewell cooperative bidding contract price of \$128,367.00 from Palmer Trucks, Inc. as submitted.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This resolution shall become effective immediately upon its passage.

Passed this 6th day of January 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Interim Clerk of Council



To: Mark Schwieterman, Interim City Manager
From: Ben Borton, Director of Public Service
Date: December 10, 2024
Subject: Public Works Five Yard Dump Truck #20 Cab & Chassis

In the approved 2025 Capital Improvement budget, we have appropriated a total of **\$307,000** in various funds to purchase a new single-axle five-yard dump truck to replace our current 2010 International, known as Truck #20, with over 38,405 miles before this snow & ice season.

We currently have a total of 4 single axle dump trucks, 3 tandem axle dump trucks, and 5 ¾ ton pickup trucks. For snow & ice operations, we use all single axle, 2 of the tandem axle trucks, and some ¾ ton pickup trucks; the remaining tandem axle truck is used for hauling spoils from watermain breaks, hauling gravel, and other general use purposes throughout the winter.

The dump trucks are used throughout the year on a daily basis moving spoils, hauling brush, gravel, asphalt, and general maintenance. Our six snow & ice vehicles are responsible for clearing over 210 lane miles of roadway during the snow & ice events.

We have researched and been able to demo several models of single-axle cab & chassis. We received proposals from two separate vendors for comparable vehicles:

The Larson Group / Peterbilt of Dayton – 2026 Peterbilt 548 at government pricing \$136,370.00

Palmer Trucks / Kenworth of Dayton – 2025 Kenworth T480V at Sourcewell pricing \$128,367.00

I recommend we waive formal bidding and purchase the **cab & chassis** as specified from **Palmer Trucks / Kenworth of Dayton** at their quoted price of **\$128,367.00**.



Opportunity

Be known regionally as a top-tier suburb through top-tier City services.



Infrastructure

Protect infrastructure by investing in roads, utilities & parks.



Safe & Secure

Invest in traditional public safety and community outreach to meet needs.



Palmer Trucks

BUYER'S ORDER

Kenworth of Dayton 7740 Center Point 70 Boulevard, Dayton OH 45424 (937) 235-2589

PURCHASER	City of Vandalia			DATE	08.30.2024	
ADDRESS	333 James Bohanan		CITY	Vandalia	STATE	OH ZIP 45377
COUNTY	Montgomery		TELEPHONE #	(937) 232-4060		CELL # (937) 232-4060
DOT #			E-MAIL	mskaggs@vandaliaohio.org		
STOCK #	YEAR	2025	MAKE	Kenworth	MODEL	T480V
VIN #				DESCRIPTION	C/C	

PRICES ON ORDERED TRUCKS ARE SUBJECT TO CHANGE AS STATED IN CONDITION 2 ON PAGE 2

2025 single axle T480V vocational hood cab chassis with PX-9 350 HP with Allison 3000 RDS 6 speed transmission to include warranty as follows	\$ 128,367.00
9201838 7year 200,000 Basic Vehicle Warranty \$1710.00	
9204229 5/100 pp1 Engine Warranty \$1,950.00	
9204241 5/100 pp1 Aftertreatment \$1005.00	
QUO-1049827-P8D3G4	
Printed On: 12/4/2024 8:32:26 AM	
Vandalia Sourcewell contract #	
Kenworth of Dayton contract #060920-KTC	

GROSS TRADE ALLOWANCE		FET TIRE CREDIT	
BALANCE OWED		SUB-TOTAL	\$ 128,367.00
NET TRADE ALLOWANCE	0.00	SALES TAX	0.00
TRADE SUBJECT TO REAPPRAISAL AT DELIVERY		FEDERAL EXCISE TAX	0.00
TRADE: YEAR	MAKE	MODEL	TOTAL PRICE \$ 128,367.00
VIN			NET TRADE ALLOWANCE 0.00
LIENHOLDER	PHONE	RECEIPT#	DEPOSIT 0.00
ADDRESS			CASH AT CLOSE 0.00
CITY	STATE	ZIP	BALANCE DUE \$ 128,367.00

DISCLAIMER OF WARRANTIES THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM/ITEMS.	This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement. The customer certified is 18 years of age or over and warrants true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above The undersigned purchaser acknowledges has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.
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THIS TRUCK IS SOLD ☐ WITH MANUFACTURERS STANDARD NEW TRUCK WARRANTY ☐ AS IS - WITH ALL FAULTS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY GUARANTEE, EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT. Purchaser hereby acknowledges the purchase of the truck as is, with all faults knowingly accepted and without any warranties express or implied, other than as indicated above by purchaser initial. Purchaser's Initials _____	ADDITIONAL TERMS ON PAGE 2 PURCHASER City of Vandalia BY _____ SALESPERSON Corey Gearhardt ACCEPTED BY _____ THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER
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Revised 2024.07.12

1. **NO VERBAL PROMISES** - All terms and conditions of this sale are written and appear on this Buyer's Order and no verbal understanding or promises whatsoever are a part of this agreement.
2. **BINDING AGREEMENT** - This Buyer's Order, pending approval of financing constitutes a firm and binding purchase of the equipment as described on this annexed Buyer's Order. All expenses incurred by seller for Manufacturer price increases and sur-charges, excise, sales, consumption, and occupational taxes not included in the price on the Buyer's Order and at any time determined to be due and payable in respect of said goods will be paid to the seller in addition to the price on the reverse side.
3. **BREACH OF CONTRACT** - Upon the failure of purchaser to complete said purchase for any reason other than that mutually agreed upon and specified in writing on this Buyer's Order, the cash deposit may be retained and liquidated as damages for breach of contract.
4. **RE-APPRAISAL OF TRADE-IN** - The vehicle traded in is to be delivered by the customer to the dealer in substantially the same condition as when it was appraised. If any substantial change in condition has occurred, or more than 30 days has elapsed since the original appraisal, the truck will be reappraised and the agreement changed to the extent of the amount of the difference in appraisal. With trade-in, the purchaser shall deliver to the dealer an assigned certificate of title or other legal and sufficient evidence of ownership.
5. **CHANGES BY MANUFACTURER** - The Manufacturer reserves the right to make changes in the price, model, design or specifications of any ordered truck as may be made necessary for the manufacture of said truck.
6. **DELAYS, ACCIDENTS, STRIKES** - Dealer shall not be liable for delays caused by Manufacturer, accidents, strikes or other cause beyond the control of Dealer.
7. **BINDING ARBITRATION** - Any and all disputes, claims or controversies between the Buyer and Seller pertaining to the motor vehicle sold by this Buyer's Order shall be resolved by binding arbitration. The arbitration shall be conducted by a single arbitrator selected pursuant to the agreement of the Buyer and Seller. If the Buyer and Seller cannot agree on a single arbitrator, the arbitration shall be conducted according to the Commercial Arbitration Rules of the American Arbitration Association and the Indiana Uniform Arbitration Act. THE ARBITRATION SHALL BE CONDUCTED IN MARION COUNTY, INDIANA.

NOTICE: THIS ARBITRATION AGREEMENT REQUIRES THE SELLER AND BUYER(S) TO GIVE UP ANY RIGHTS THEY MAY OTHERWISE POSSESS BY LAW TO HAVE THE MATTERS DESCRIBED IN THE ARBITRATION CLAUSE DECIDED IN A LAWSUIT IN A COURT. ANY PARTY TO THIS CONTRACT WHO REFUSES TO SUBMIT TO ARBITRATION OF THE MATTERS SET OUT IN THE ARBITRATION CLAUSE MAY BE COMPELLED TO ARBITRATE BY A COURT ORDER OBTAINED BY ANY OTHER PARTY TO THE CONTRACT.

8. **INDIANA LAW WILL APPLY** - The buyer(s) and seller expressly agree that the law of the State of Indiana will apply to the Buyer's Order negotiated and concluded in Indianapolis, Marion County, Indiana. Any action involving any dispute between Buyer(s) and Seller arising out of this Buyer's Order, and which may be brought in a court, shall be brought only in the Circuit or Superior Court of Marion County, Indiana. Buyer(s) waive any right they may have under any state or federal statute or rule of court procedure to have the action to which this clause refers transferred, heard or decided in any other forum.

Purchaser's Initials _____

TRUCK SALES - REQUIRED ADDITIONAL INFORMATION

PURCHASER

City of Vandalia

DATE 08.30.2024

SELLING LOCATION -Select Branch-

PAYMENT TYPE -Select Type-

SALESPERSON Corey Gearheardt

STOCK NUMBER

ESTIMATED CLOSING DATE

FED-ID#

CUSTOMER NAME RECEIVING CLOSING DOCS

EMAIL ADDRESS ADDRESS

PHONE #

CUSTOMER NAME RECEIVING WARRANTY DOCS

SAME AS ABOVE

EMAIL ADDRESS ADDRESS

PHONE #

CUSTOMER ADMIN FOR TRUCK TECH+

SAME AS ABOVE

EMAIL ADDRESS ADDRESS

PHONE #

ADDITIONAL TRUCK TECH+ USER NAME

EMAIL ADDRESS ADDRESS

PHONE #

USER TYPE -Select-

ADDITIONAL TRUCK TECH+ USER NAME

EMAIL ADDRESS ADDRESS

PHONE #

USER TYPE -Select-

ADDITIONAL TRUCK TECH+ USER NAME

EMAIL ADDRESS ADDRESS

PHONE #

USER TYPE -Select-

ADDITIONAL NOTES



PALMER - KENWORTH OF DAYTON (K180)
7740 CENTER POINT 70 BLVD
DAYTON, Ohio 45424

CITY OF VANDALIA
333 JAMES BOHANAN
VANDALIA, Ohio 45377
United States of America

Corey Gearheardt
Cell Phone: 937-701-3316
Office Phone: 937-235-2589
Email: CGearheardt@palmertrucks.com

MIKE SKAGGS
Office Phone: 9372324060
Email: mskaggs@vandaliaohio.org

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	14600
Type:	FULL TRUCK	Rr Axle Load (lbs):	23000
Description 1:	T480V Plow Truck	G.C.W. (lbs):	37600
Description 2:	City of Vandalia		
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	85
Commodity:	Gravel/Crushed Rock/Sand	Class B (Hwy/Mtn)	10
Body		Class C (Off-Hwy)	5
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	10	Maximum Grade:	6
Height (ft):	11	Wheelbase (in):	152
Max Laden Weight (lbs):	4000	Overhang (in):	65
Trailer		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	82.5
Type:	0	Cab to EOF (in):	147.5
Length (ft):	0	Overall Comb. Length (in):	257
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2025
Deal: T480V Plow Truck
Printed On: 12/4/2024 8:32:26 AM

100% Complete

Date: December 04, 2024
Quote Number: QUO-1049827-P8D3G4



Sales Code	Std/ Opt	Description	\$ List	Weight
Model				
0000480	S	T480 Series Conventional	124,587	11,443
0071001	O	T480 Vocational Hood	0	0
0080050	O	CARB Clean Idle Label - PACCAR PX Engines	36	0
0080314	O	EPA Clean Idle Label - PACCAR PX Engines	36	0
0090161	O	T480 Single Rear	0	0
0098435	O	State of Registry: Ohio	0	0
Engine & Equipment				
0130223	O	PACCAR PX-9 350 350@1750 1050@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 NO....Enable Idle Shutdown Park Br	2,897	0
1000046	O	EPA Emissions Warranty Engine	0	0
1000151	S	PremierSpec	0	0
1000244	O	Gearing Analysis: Balance power/economy blend results.	0	0
1000256	O	Customer's Typical Operating Spd: 64 MPH	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1000525		RegistrationYear Year of Registration: 2025	0	0
1000684		Effective VSL Setting NA	0	0
1000857	O	Engine Idle Shutdown Timer Enabled	0	0
1000891		Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0	0
1002060	S	Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0	0
1105232	O	Fan Hub: Horton Variable Speed For use with PX engines, L9N or B6.7N natural gas engines on 2.1M only.	702	0
1121234	O	Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches	548	10
1160213	O	Bug Screen: Front of Grille Mounted	132	2
1247263	O	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	1,217	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	163	6
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0	0
1321205	O	Run Aid:Fuel Heat *For Fuel Filter	41	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	22	1
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	238	0
1504006	O	Block Heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	26	2
1812162	O	Alternator: 160 amp Brushless with battery voltage sense. *This code replaced 1812160.	70	0
1821210	O	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose.	179	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0	0
1840024	O	Battery Disconnect Switch: 1 Cab Floor Locking	190	0
1840065	S	12V Low Voltage Disconnect for Battery Protection	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
1900996	O	Jump Start Terminals Under Hood.	85	0
1901017	O	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	34	0
Transmission & Clutch				
2011613	O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	7,721	443
2401405	O	Driveline: 2 Dana Standard-Duty; 1 Centerbearing. *Standard duty is 1710 series.	39	-1
2409941	S	One Heavy-Duty One-Piece Aluminum Crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0	0
2410018	O	Torque Converter Included W/ Allison Transmission.	0	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0	0
2410204	O	Allison Fuel Sense: Delete	0	0
2410310	O	Allison Neutral at Stop	0	0
2429378	O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0	0
2460069	O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	1,218	38
Front Axle & Equipment				
2513030	O	Meritor MFS14 Plus 14.6K 3.74in. Drop Wide Track.	815	7
2621310	S	Front Brakes: 14.6K Bendix ES S-Cam 16.5x5 in.	0	0
2659047	O	Front Dustshield: for Drum Brakes: All Front Axles.	58	6
2690002	S	Front Brake Drums: 14.6K 16.5x5 in. cast.	0	0
2690029	O	Drum Brake Knuckle for Use on Meritor MFS Plus Steer Axle	0	20
2702500	S	Front Hub: Iron Hub Pilot 14,600 lbs. 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0	0
2741970	S	ConMet PreSet Plus Hub Package; Front Axle.	0	0
2750001	S	Hubcap: Front Vented.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
2765001	S	Front Auto Slack Adjuster for Drum Brakes.	0	0
2864072	O	Front Springs: Taperleaf 14.6K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings.	0	0
2895091	O	Single Power Steering Gear: 14.6K.	408	20
2900055	O	5 mm Front Suspension Spacer Block	0	0
Rear Axle & Equipment				
3042160	S	Single Meritor RS23-160 Rear Axle rated at 23K.	0	0
3200538	O	Rear Axle Ratio - 5.38.	0	0
3330004	S	Single Rear Brakes 16-1/2x7 in. Bendix ES-extended service S-cam.	0	0
3392007	S	Single Rear Brake Drums: Cast S-Cam Single For use with 15x8.625", 16.5X7" or 16.5X8.625" brake.	0	0
3403220	S	Single Rear Hubs: Iron Hub Pilot 26k; 11.25" Bolt circle. Requires "R" series outer ends.	0	0
3441971	S	ConMet PreSet Plus Hub Package; Single Rear Axle.	0	0
3465001	S	Single Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0	0
3485007	S	Spring Brake: 3030 Long Stroke Single 3 in. travel. For drum brakes. Helps keep brakes in adjustment longer.	0	0
3495226	S	Bendix 4S/4M Anti-Lock Brake System.	0	0
3511080	O	Meritor Driver Controlled Differential Lock for single rear axle.	812	0
3636422	S	Rear suspension: single Reyco 79KB taperleaf 23K with helper spring. Medium-duty. Unladen Height: 9 in. Laden Height: 7.3 in. Not rear air disc brake compatible.	0	0
3836315	S	Bolted Rear Suspension Crossmembers for Reyco 79KB. Replaces medium duty standard.	0	0
Tires & Wheels				
4038263	O	Front tires: Goodyear G291 315/80R22.5 20PR. 42.3 in. diameter, all position. 19.7 in. SLR.	967	36
4238001	O	Rear Tires: Goodyear Armor Max Pro Grade MSD 11R22.5 16PR	1,616	128
4900004	O	Rear Tire Quantity: 4	0	0
5042367	O	Front Wheel: Accuride 29300 22.5x9 steel Steel Armor[TM] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes. Not air disc brake compatible.	427	79
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	214	40
5853906	O	Powder Coat White Steel Wheel. Use in Conjunction	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.		
5900004	O	Rear Wheel/Rim Quantity: 4	0	0
Frame & Equipment				
6057600	O	Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to 447 in. Truck frame weight is 3.80 lb.-in. per pair of rails. Section modulus is 21.43, RBM is 2,572,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	1,550	193
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	614	65
6319040	S	40 in. Bumper Setting. Requires a Bumper Code.	0	0
6397001	O	Huck Bolts Throughout Frame, where Possible.	0	0
6404422	S	Battery Box: Steel Parallel Module under W/Step, plastic cover. Use with 2 or 3 batteries. Up to 2 air tanks may be mounted to bottom of box. Batteries will be oriented perpendicular to the frame rail in a single row.	0	0
6409901	S	Battery Box Location: LH Side.	0	0
6451125	S	DPF/SCR Box Natural End Plates and Natural cover.	0	0
6490139	S	Heavy-Duty One-PC Aluminum Intermediate/ Fill-In crossmember.	0	0
6490433	S	Heavy-Duty 5-Piece Rear Cab Support, Hucked assembly. Huck fastened to frame.	0	0
6679859	O	Final End-of-Frame Cut-Off Dimension Will be modified to 56 in. to 60 in.	0	0
6721102	S	Rear Mudflap Arms: Betts B-25 Standard-Duty, straight. Includes B1732 mounting brackets as standard.	0	0
6722000	S	Rear Mudflap Shields: White Plastic Antisail W/ Kenworth logo.	0	0
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0	0
Fuel Tanks & Equip				
7144060	O	60 US Gallon D-Shape Rectangular Aluminum BOC fuel tank, replace.	61	0
7722170	S	Small DEF Tank, 5.5 Gallons.	0	0
7889006	O	Fuel Fill Forward Tank(s) BOC.	0	0
7889203	O	DEF to Fuel Fill Ratio 2:1 or Greater.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
7889614	S	DEF Tank Location is LH BOC. For 2.1M Medium-Duty	0	0
7940060	O	Location: 60 gal fuel tank LH behind cab	0	0
Cab & Equipment				
8024311	S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires separate roof code.	0	0
8090153	O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	1,984	-24
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0	0
8201013	S	Steering Wheel: 18 in. 4-Spoke.	0	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0	0
8203060	O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	34	0
8205135	O	Information for Customer-Installed PTO Muncie 10-bolt.	0	0
8205177	O	Dash Switch:1st Allison-Mounted PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	167	0
8208495	O	Two Spare Switches: Wired to Power.	64	0
8222409	O	Gauge: DD Virtual Gauge - Air Filter Restriction	0	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0	0
8222419	O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
		Pressure, Secondary Air Pressure, and Air Application for air brake trucks.		
8282109	O	Large Flat Panel on Dash For C/I Controls. Replaces Storage Bucket.	12	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0	0
8410102	O	Driver Seat: KW Air Seat HB Vinyl w/o Armrests w/ Susp Cover	82	0
8480201	S	Rider Seat: KW Toolbox Seat IB Vinyl w/o Armrests	0	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	405	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	56	0
8699934	O	CB Installation Kit: C/I Center Mtd of Header w/ Single Antenna on LH Mirror, low mount.	173	0
8700196	S	Turn Signal: Self-Cancelling	0	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0	0
8700501	O	Metal Int Door Panel Kick Plates	72	0
8700601	S	Global Telematics Unit	0	0
8800261	O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust. NFPA Compliant.	71	0
8800382	O	Grabhandle: LH SOC Non-Slip Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	139	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0	0
8841411	S	Single Air Horn Under Cab.	0	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0	0
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0	0
8860853	S	Mirror: Dual KW Aero Rear View Non-Motor, Non-Heated with Integral CX	0	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0	0
8879917	O	Two Additional Outboard Windows 19in x 12in	149	10

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Sales Code	Std/ Opt	Description	\$ List	Weight
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0	0
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	228	0
8890881	S	Direct Mount, Rubber Isolated Cab Suspension.	0	0
8891012	S	Roof: Low Profile Stamped Steel	0	0
Lights & Instruments				
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	-3	0
9010951	O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	309	3
9020101	S	14-Pin RP170 Body Lighting Connector.	0	0
9022137	S	Marker Lights: Five Rectangular LED.	0	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0	0
9080206	O	Switch & Wiring: Customer-Installed Beacon Lights with additional 20 ft jumper harness shipped loose.	203	1
9090027	O	Headlamps to Turn on When Wipers are Active.	0	0
9090058	O	Switch & Wiring: For Customer-Installed Plow light. Includes circuit breaker.	156	0
9090142	O	Wiring Only: For Customer-Installed Backup alarm.	56	0
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	156	4
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	43	0
Air Equipment				
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0	0
9102040	O	Moisture Ejection Valve: Two Bendix DV-2 Heated drain valves on service tanks. Use w/ AD-IS or AD-HF.	203	0
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		subject to excessive heat or flexing.		
9150170	O	Air Tanks: Aluminum Replacing Steel All Tanks. *Not air tanks on lift axles.	369	-44
Extended Warranty				
9200008	S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0	0
9200022	O	Base Warranty - Standard Service Medium Duty 12 months / Unlimited miles & km	0	0
9201838	O	EW: US Basic Vehicle 7 year/200,000 miles, United States only.	1,710	0
9204229	O	PACCAR EW: PX-9 Protect Plan 1 EPA24 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	1,950	0
9204241	O	PACCAR EW: Aftertreatment PX-9 Use W/ PP1 EPA24 5YR/100K (160,935KM). Each code registered between 366 and 546 days after the vehicles in-service date will be subject to a \$400 late fee. Coverage cannot be added after 200K MI or 545 days past the in-service date.	1,005	0
9210402	O	Allison 3000 Series Transmission Surcharge	700	0
9212661	O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	799	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine	0	0
Miscellaneous				
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0	0
9490206	O	Warning Triangle Reflector Kit: Shipped Loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	58	4
9490404	O	One 5 lb. Dry Chemical Type Fire Extinguisher mounted outboard of driver seat. Class ABC.	136	11
9490645	O	Zinc Phosphate Frame Rail Paint Processing. Requires frame rail code. Code is for 1 pair of rails.	314	0
9491652	S	EMUX Architecture	0	0
Promotions				
Paint				
9700000	O	Paint Color Number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0	0
9943014	O	Steel Bumper Painted Frame Color	0	0

Price Level: January 1, 2025

100% Complete

Date: December 04, 2024

Deal: T480V Plow Truck

Quote Number: QUO-1049827-P8D3G4

Printed On: 12/4/2024 8:32:26 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
9943048	O	Day Cab Bulk Paint	0	0
9943050	S	Day Cab Standard Paint	0	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0	0

Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Price Level: January 1, 2025
Deal: T480V Plow Truck
Printed On: 12/4/2024 8:32:26 AM

100% Complete

Date: December 04, 2024
Quote Number: QUO-1049827-P8D3G4



Total List Price (W/O Freight & Warranty & Surcharges)	\$153,359
Marketing and Service Support Fee	\$1,395
Prepaid Freight	\$0
Total Surcharge/Options Not Subject To Discount	\$6,164
Total Weight (lbs)	12,568

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
K180 - PALMER - KENWORTH OF DAYTON 7740 CENTER POINT 70 BLVD DAYTON, Ohio 45424	1

FRAME RAKE

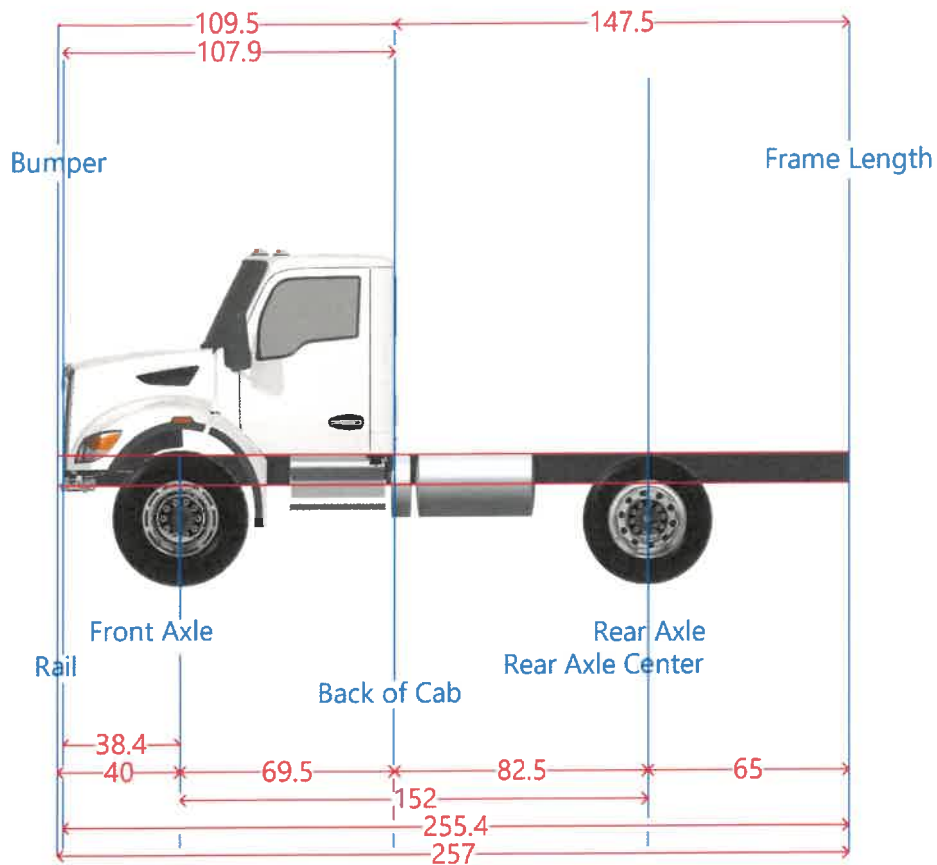


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	6057600	Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to	11.6	11.6
Front Spring	2864072	Front Springs: Taperleaf 14.6K W/ Shock Absorbers	7.7	9.2
Front Axle Drop 3.5"	2513030	Meritor MFS14 Plus 14.6K 3.74in. Drop Wide Track.	0.0	0.0
Height Adj.	2900055	5 mm Front Suspension Spacer Block	0.2	0.2
Front Tires	4038263	Front tires: Goodyear G291 315/80R22.5 20PR.	19.7	20.5
Front Frame Height			39.2	41.5
Frame	6057600	Frame Rails: 11-5/8 x 3-7/8 x 3/8 in. Steel to	11.6	11.6
Subframe	0000000	No sub frame	0	0
Suspension	3636422	Rear suspension: single Reyco 79KB taperleaf 23K	7.3	9.0
Rear Tires	4238001	Rear Tires: Goodyear Armor Max Pro Grade MSD	19.9	21.0
Rear Frame Height			38.8	41.6
Frame Rake			-0.4	0.1
Frame Rake Slope (%)			-0.3	0.1

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	0	152	152
Bumper to Back of Cab	109.5	-40	69.5
Bumper to Front Axle	40.0	-40	0
Bumper to Front Frame	1.6	-40	-38.4
Cab to End of Frame	147.5	69.5	217
Cab to Rear Axle	82.5	69.5	152
Effective Bumper to Back Of Cab	109.5	-40	69.5
Frame Length	255.4	-38.4	217
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	147.5	69.5	217
Overall Length	257.0	-40	217
Overhang	65.0	152	217
Pusher Offset #1	0.0	152	152
Pusher Offset #2	0.0	152	152
Pusher Offset #3	0.0	152	152
Tag Offset	0.0	152	152
Wheelbase	152	0	152

WEIGHT DISTRIBUTION

Model: T480

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 44 in. from the centerline of the drive axle(s).

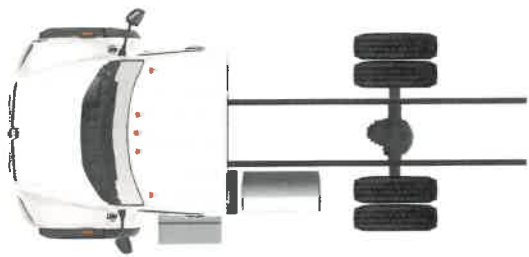
Weight (lbs)	Front	Rear	Total
Chassis	7240	5328	12568
Tools/Driver	222	153	375
Fuel & DEF	186	296	483
Max Payload	6952	17222	24174
Auxiliary Payload	0	0	0
Total	14600	23000	37600
Specify Ground Load	14600	23000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
 Selected rearmost setting is 0 inches
 Wheelbase measurement: 152 inches
 Overhang measurement: 65 inches

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 152)

Sales Code	Description	Length	Side
7144060	60 US Gallon D-Shape Rectangular Aluminum BOC	39.1	Left
7722170	Small DEF Tank, 5.5 Gallons	6.6	Left
6404422	Battery Box: Steel Parallel Module under W/Step,	31	Left



12/04/2024

Dear Mike Skaggs,

The Larson Group and Peterbilt of Dayton are pleased to provide you with the following proposal for your upcoming truck needs. Pricing and general specifications are outlined below. Full specifications and final pricing available after a spec review to adjust content.

2026 Peterbilt 548 4x2 Cab Chassis

- WB = 160", CA = 90.5", AF = 63"
- Paccar PX-9 350 hp / 1,050 lb. ft. Torque
- Allison 3000 RDS-P (6spd)
- Paccar FX-20 20,000 lbs. Steer Axle
- 16k Steer Suspension w/ Dual Steering Gear
- Dana Spicer RS23-160 23,000 lbs. Drive Axle
- 26,000 lbs. Reyco Multi Leaf Rear Suspension
- 6.14 Rear Axle Ratio

Chassis Price	\$121,892
Federal Excise Tax	\$14,478
TOTAL PRICE (per truck)	\$136,370

Pricing under this proposal is based on an order of 1 to 3 units (currently building in 1st Quarter 2025). Pricing includes Pre-Delivery-Inspection and equalized freight to your location and assumes payment upon receipt of chassis. Pricing does not include any state or local taxes or extended warranty. This pricing quote is good for 20 days from the date listed above.

Sincerely,

Dustin Spradlin
New Truck Sales
TLG Dayton



TLG PETERBILT OF Dayton **TLGTRUCKS.COM**
450 S Kinna Dr Phone: 937.398.7080
Tipp City, OH 45371 Fax: 513.326.5658

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION 25-R-05

A RESOLUTION AUTHORIZING THE PURCHASE OF THE UPFIT EQUIPMENT FOR A 2025 KENWORTH T480V SINGLE AXLE CAB & CHASSIS INCLUDING SNOW & ICE ACCESSORIES BY THE PUBLIC WORKS DIVISION, FROM K.E. ROSE COMPANY AT SOURCEWELL COOPERATIVE BIDDING CONTRACT PRICE IN THE AMOUNT OF \$168,925.00

WHEREAS, Council has received a memorandum from Ben Borton, dated December 10, 2024, recommending Council to purchase the Upfit Equipment for a 2025 Kenworth T480V Single Axle Cab & Chassis including Snow & Ice Accessories at the Sourcewell cooperative bidding contract price of \$168,925.00 from K.E. Rose Company per contract #080818BPC; and

WHEREAS, pursuant to Vandalia Code section 208.02(e), Council has the authority to waive the formal bidding process;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council waives the formal bidding process pursuant to Vandalia Code Section 208.02(e)(2) as the purchase of goods or services is made as a third-party beneficiary under a State of Federal procurement contract or similar cooperative bidding arrangement.

Section 2. Provided Council authorized the purchase of the 2025 Kenworth T480V Single Axle Cab & Chassis in Resolution 25-R-04, Council authorizes the purchase of the Upfit Equipment for a 2025 Kenworth T480V Cab & Chassis including Snow & Ice Accessories at the Sourcewell cooperative bidding contract price of \$168,925.00 from K.E. Rose Company as submitted.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This resolution shall become effective immediately upon its passage.

Passed this 6th day of January 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Interim Clerk of Council



To: Mark Schwieterman, Interim City Manager
From: Ben Borton, Director of Public Service
Date: December 10, 2024
Subject: Public Works Five Yard Dump Truck #20 Upfit

In the approved 2025 Capital Improvement budget, we have appropriated a total of **\$307,000** in various funds to purchase a new single-axle five-yard dump truck to replace our current 2010 International, known as Truck #20, with over 38,405 miles before this snow & ice season.

We currently have a total of 4 single axle dump trucks, 3 tandem axle dump trucks, and 5 ¾ ton pickup trucks. For snow & ice operations, we use all single axle, 2 of the tandem axle trucks, and some ¾ ton pickup trucks; the remaining tandem axle truck is used for hauling spoils from watermain breaks, hauling gravel, and other general use purposes throughout the winter.

The dump trucks are used throughout the year on a daily basis moving spoils, hauling brush, gravel, asphalt, and general maintenance. Our six snow & ice vehicles are responsible for clearing over 210 lane miles of roadway during the snow & ice events.

We received a quote from K.E. Rose Company of Huber Heights for the upfit of snow & ice equipment with government discount pricing of \$168,925.00. We have used the K. E. Rose Company in the past for most of our snow & ice upfits and they have done excellent work. They completed the upfit of our newest one-ton dump truck with snow & ice equipment just this past year.

K.E. Rose Company is only able to hold this 2024 pricing until January 6th, 2025. I recommend we waive formal bidding and purchase the **upfit with snow & ice equipment** as specified from **K.E. Rose Company** with government incentives for **\$168,925.00**.

The total of the cab & chassis and the upfit is **\$297,292.00**, which is \$9,708.00 under the amount appropriated.



Opportunity

Be known regionally as a top-tier suburb through top-tier City services.



Infrastructure

Protect infrastructure by investing in roads, utilities & parks.



Safe & Secure

Invest in traditional public safety and community outreach to meet needs.



4595 Chambersburg Rd
Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address
City of Vandalia 333 James E. Bohanan Vandalia, Oh 45377

Date	Estimate #
8/30/2024	24-41555

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	CM			

Description	Qty	Cost	Total
Due to processing requests by the City of Vandalia, this price quote is good through 6 Jan 2025. Any delay beyond this will be subject to current new-year pricing and cannot be honored past the above date. Available via Sourcewell Contract 080818BPC			
1662510301 I Buyers 10 ft x 42" poly trip edge plow, 5/8 x 8" steel cutting edge, rubber deflector, inverted J, markers, paint orange, QCP loop truck hitch wide side plate mounting arrangement. Folding lift arm. Paint hitch black	1	18,900.00	18,900.00T
Curbside mailbox cut	1	900.00	900.00T
1317230 Buyers QCP drop pin loop truck hitch, folding lift arm	1	3,200.00	3,200.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.

Total

Signature



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Huber Heights, OH 45424

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Estimate

Name / Address
City of Vandalia 333 James E. Bohanan Vandalia, Oh 45377

Date	Estimate #
8/30/2024	24-41555

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	CM			

Description	Qty	Cost	Total
Furnish Hiway XT3 rear discharge combination dump body, 304 stainless steel dump body, 10 ft long, 36" sides with 56" headsheet, 48" tailgate, 42" flat surface floor, 7 ga sides and ends with one piece construction, full depth rear corner posts tied to a 12" channel rear apron, 304 stainless formed longsills 7 ga inner and outer, conveyor bottom panel is replacable and removable for service, continuous welded, undercoated, air tailgate, Dual 7" variable pitch augers 4" diameter with schedule 80 pipe, 2" shaft at bearing end, bearing are 4 bolt heavy duty flange design, conveyor system with 7 ga stainless steel cover plate. individual dual drive hydraulic motors on auger with planetary gear case with 3.6:1 reduction, displacement of material shall be between 150 and 1000 pounds per lane mile, gear case will be doupled to auger with a Delrin bushing to prevent seizing to the gear case shaft. top gate screens, stainless steel cab shield, poly spinner disc, stainless hardware, stainless steel folding ladder, Trunnion mounted Mailhott telescopic hoist nitrided. rear hinge 4" x 4" x 1/2" . Sloped fenders.	1	73,700.00	73,700.00T
Cougar DC3200 bed vibrator with switch in cab	1	1,500.00	1,500.00T

We look forward to your order. Should you wish to make any changes please call for quote.

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Total

Signature



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Estimate

Name / Address
City of Vandalia 333 James E. Bohanan Vandalia, Oh 45377

Date	Estimate #
8/30/2024	24-41555

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	CM			

Description	Qty	Cost	Total
Whelen DOTR54L2D2A AW/AG 400 stainless steel 3 light enclosures for rear corner post of dump body stop/tail/turn lights LED, LED amber, white, green warning strobes, LED backup, ADDTIR3A add TIR3 Amber 400 box pair TIR3 strobe lights in rear light enclosures side facing amber. One pair of amber green TL12P LED strobes for grille. Whelen 400 series stainless steel single light enclosures for cab sheild sides facing rear with amber, white, green LED strobes. Furnish Sho Me 27" Chamelion mini bar 12.1327.CH.AGW amber greee white LED strobes	1	7,000.00	7,000.00T
Furnish hydraulic open loop prewet system operating via the Force 6100 control and valve, (2) 200 gallon tanks, suction strainer, cam lock quick fill, hoses and nozzles	1	7,000.00	7,000.00T
Poly fender splash shields over rear wheels with steel brackets	1	1,200.00	1,200.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.

Total

Signature



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Huber Heights, OH 45424

PH: (937) 236-9702
FAX: (937) 236-9783

Serving All Of Your Upfitting Needs.

Estimate

Name / Address
City of Vandalia 333 James E. Bohanan Vandalia, Oh 45377

Date	Estimate #
8/30/2024	24-41555

Cust P.O.#	Sales Rep	Project	Truck/Liscence #	Contact & Phone #
	CM			

Description	Qty	Cost	Total
Central hydraulics closed center load sense, TXV92 pump 1 inch spline, Chelsea hot shift PTO, VT35 reservoir enclosure, strainer, sight gauge, ball valves, in tank filter, pressure filter, return line manifold, JIC swivel fittings, temp level sensor, low oil light and buzzer, valve bank includes plow up with float, Force SSC61003-CAN-ULTRA 3 stick ULTRA GEN 5 tower control providing ground speed oriented hydraulics, proportional controls for hoist and plow, Add A FOLD hydraulic valve bank integrated into VT35 enclosure, fully CANBUS integrated, hoist control with safety interlock, 6100 spreader control has full ground speed capability, operating in open loop mode, digital LCD information display, date recording capability, GPS capability, 3 year warranty.	1	34,000.00	34,000.00T
Buyers LED plow lights switched in cab and mounted to hood with stainless steel brackets	1	1,500.00	1,500.00T
White spreader light LED	1	200.00	200.00T
Trailer light plug wiring 7 way with combined STT	1	125.00	125.00T
Pintle hitch plate 20 ton with pintle, D-rings,	1	1,600.00	1,600.00T
Red and white conspicuity tape on sides and rear of body	1	100.00	100.00T
Furnish fold down stainless steel ladder on driver side of body	1	0.00	0.00T

We look forward to your order. Should you wish to make any changes please call for quote.

Sales Tax (0.0%)

All invoices over \$500.00 paid by CREDIT CARD are subject to a 3% CREDIT CARD FEE.

Total

Signature

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION 25-R-06

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2025 FORD F-550 4X4 SD REGULAR CAB & CHASSIS BY THE PUBLIC WORKS DIVISION, FROM BEAU TOWNSEND FORD IN THE AMOUNT OF \$61,210.00

WHEREAS, Council has received a memorandum from Ben Borton, dated December 10, 2024, recommending Council to purchase a 2025 Ford F-550 4x4 SD Regular Cab & Chassis at the price of \$61,210.00; and

WHEREAS, The State of Ohio Bid price for a comparable vehicle is \$4,487 more than the bid by Beau Townsend Ford and;

WHEREAS, pursuant to Vandalia Code section 208.02(e), Council has the authority to waive the formal bidding process;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO THAT:

Section 1. Council waives the formal bidding process pursuant to Vandalia Code Section 208.02(e)(5) as there would be no benefit to the City to undertake formal bidding and the best interest of the City is served by waiving the formal bidding.

Section 2. Council authorizes the purchase of a 2025 Ford F-550 4x4 SD Regular Cab & Chassis at the price of \$61,210.00 from Beau Townsend Ford as submitted.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This resolution shall become effective immediately upon its passage.

Passed this 6th day of January 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Interim Clerk of Council



To: Mark Schwieterman, Interim City Manager
From: Ben Borton, Director of Public Service
Date: December 10, 2024
Subject: Public Works One Ton Dump Truck #16 Cab & Chassis

In the approved 2025 Capital Improvement budget, we have appropriated a total of **\$125,000** in various funds to purchase a new one-ton dump truck to replace our current 2011 Ford F350 (one-ton), known as Truck #16, with over 61,400 miles before this snow & ice season.

We currently have a total of 4 single axle dump trucks, 3 tandem axle dump trucks, and 5 ¾ ton pickup trucks. For snow & ice operations, we use all single axle, 2 of the tandem axle trucks, and some ¾ ton pickup trucks; the remaining tandem axle truck is used for hauling spoils from watermain breaks, hauling gravel, and other general use purposes throughout the winter. We currently use the ¾ ton pickup trucks for plowing cul-de-sacs and narrow streets, but they cannot put down salt afterwards; another truck has to be pulled from plowing its route to salt those areas.

If you recall, our newest one-ton truck (#15) purchased with the 2024 Capital Improvement budget was upfit with a 10' plow and salt spreading capabilities to start mitigating this issue. We would like to evaluate how this truck setup works through this snow & ice season before committing to upfit a second one-ton truck (#16) similarly.

The dump trucks are used throughout the year on a daily basis moving spoils, hauling brush, gravel, asphalt, and general maintenance. Our six snow & ice vehicles are responsible for clearing over 210 lane miles of roadway during the snow & ice events.

The cab & chassis for the proposed truck is available at the State of Ohio contract price of \$65,697.00 from Valley Truck Centers of Cleveland.

We also received a quote with government discount pricing from Beau Townsend Ford of Vandalia for a vehicle comparable to the State contract pricing for \$61,210.00.

I recommend we waive formal bidding and purchase the **cab & chassis** as specified from **Beau Townsend Ford** at their quoted price with government incentives of **\$61,210.00**.



Opportunity

Be known regionally as a top-tier suburb through top-tier City services.



Infrastructure

Protect infrastructure by investing in roads, utilities & parks.



Safe & Secure

Invest in traditional public safety and community outreach to meet needs.



Prepared by: JEFFREY COLUMBRO
11/27/2024

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

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520

As Configured Vehicle

Code	Description	MSRP
F5H	Base Vehicle Price (F5H)	\$59,420.00
660A	Order Code 660A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC 4 Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$395.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
TGM	Tires: 225/70Rx19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front.</i>	\$190.00
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
512	Spare Tire & Wheel Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>	Included

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



Prepared by: JEFFREY COLUMBRO

11/27/2024

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

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
169WB	169" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 Communication & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.</i>	
96V	XL Chrome Package <i>Includes:</i> - Chrome Front Bumper - Bright Grille - Remote Start - Halogen Fog Lamps	\$225.00
473	Snow Plow Prep Package <i>Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.</i>	\$250.00
41P	Transfer Case Skid Plates	\$100.00
61J	6-Ton Hydraulic Jack	Included
86M	Dual 68 AH/65 AGM Battery	Included
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>	\$115.00
18B	Platform Running Boards	\$320.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>	\$415.00
52B	Trailer Brake Controller	\$300.00
43C	120V/400W Outlet <i>Includes 1 in-dash mounted outlet.</i>	\$175.00
	<i>Includes:</i> - Dual 68 AH/65 AGM Battery	
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00

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



Prepared by: JEFFREY COLUMBRO
11/27/2024

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

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520

As Configured Vehicle (cont'd)

Code	Description	MSRP
61L	Front Wheel Well Liners (Pre-Installed)	\$180.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
425	50-State Emissions System	STD
Z1_01	Oxford White	N/C
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$63,810.00
Destination Charge		\$1,995.00
TOTAL		\$65,805.00

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



Prepared by: JEFFREY COLUMBRO
11/27/2024

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

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 520

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	\$65,805.00
Subtotal	\$65,805.00
Pre-Tax Adjustments	
Description	MSRP
GOVERNMENT PRICE CONCESSIONS	-\$100.00
Beau Townsend Ford discount	-\$4,530.00
DEALER TAG, TITLE, AND DOC FEE	\$35.00
Total	\$61,210.00

Customer Signature

Acceptance Date

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



Date: Friday, December 6, 2024
Client: City of Vandalia
Contact: Mike Skaggs
Phone: (937) 232-4060
Email: mskaggs@vandaliaohio.org
Contract: RSI018692
Item: 43AT

Base	\$56,987.00
19,5 gvw	\$7,585.00
AT tires	\$290.00
Plow prep	\$350.00
bu alaarm	\$175.00
dual battery	\$310.00
Total	\$65,697.00

Hi Mike,

Following are the specifications for the F550 chassis. This chassis is on ground and ready for immediate delivery.

I will call to follow up but please call with any questions, (216)524-2400.

Jenny Loveland
Government Sales Manager

FLEET MAINTENANCE COUNCEL OF NEO, NORTHEAST OHIO SERVICE DIRECTORS
OHIO TOWNSHIP ASSOCIATION, VENDOR STATE OF OHIO
BOARD OF DIRECTORS UNIVERSITY OF ASHLAND WOMEN IN LEADERSHIP
BOARD OF DIRECTORS KIWANIS INTERNATIONAL (BATH/RICHIELD)
EQUESTRIAN DIRECTOR, SPECIAL OLYMPICS OHIO

Due to worldwide commodity shortages and market instability, dealer is not responsible for any change in production or pricing from manufacturer or aftermarket equipment supplier.
Dealer reserves the right to amend any appraisals given that are 30 days or older.

Prepared for: MIKE SKAGGS

CITY OF VANDALIA

Prepared by: Jenny Loveland

12/06/2024



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 435 1FDUF5HN4RDA12666

As Configured Vehicle

Description

Base Vehicle Price (F5H)

Order Code 660A

Includes:

- Engine: 7.3L 2V DEVCT NA PFI V8 Gas
- Transmission: TorqShift 10-Speed Automatic
10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.
- Wheels: 19.5" x 6" Argent Painted Steel
Hub covers/center ornaments not included.
- HD Vinyl 40/20/40 Split Bench Seat
Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.
- Radio: AM/FM Stereo w/MP3 Player
Includes 4 speakers.
- SYNC 4 Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

Engine: 7.3L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift 10-Speed Automatic

10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.

Limited Slip w/4.88 Axle Ratio

GVWR: 19,500 lb Payload Plus Upgrade Package

Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.

Tires: 225/70Rx19.5G BSW Traction

Includes 4 traction tires on the rear and 2 A/P tires on the front.

Wheels: 19.5" x 6" Argent Painted Steel

Hub covers/center ornaments not included.

HD Vinyl 40/20/40 Split Bench Seat

Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.

Monotone Paint Application

169" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Includes 4 speakers.

Includes:

- SYNC 4 Communications & Entertainment System
Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.

Snow Plow Prep Package

Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine. Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output.

Includes:

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

Prepared for: MIKE SKAGGS

CITY OF VANDALIA

Prepared by: Jenny Loveland

12/06/2024



Valley Truck Centers | 5715 Canal Rd. Cleveland Ohio | 44125

2024 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 435 1FDUF5HN4RDA12666

As Configured Vehicle (cont'd)

Description

- 250 Amp Alternator

6-Ton Hydraulic Jack

Dual 68 AH/65 AGM Battery

250 Amp Alternator

Platform Running Boards

Rear View Camera & Prep Kit

Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.

Exterior Backup Alarm (Pre-Installed)

Fleet Customer Powertrain Limited Warranty

Requires valid FIN code.

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

50-State Emissions System

Oxford White

Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

Electric brake

Power take off provision

Power locks, windows, heated/lighted mirrors

Air conditioning

AM/FM radio

MEMORANDUM

TO: Mark Schwieterman, Interim City Manager
FROM: Ben Graham, Zoning and Planning Coordinator
DATE: December 12, 2024
SUBJECT: BZA 24-14 – 750 West National Road - Variance from Table 1224-2
City Code Section 1224.01(d)(8) “Front Yard Drive-Through ATM”

General Information

Applicant: OptiVia Solutions LLC
3574 East Kemper Road
Cincinnati, Ohio 45241

Existing Zoning: Highway Business (HB)

Location: 750 West National Road
Vandalia, Ohio 45377

Previous Case(s): PC 08-07¹

Requested Action: Approval with Conditions

Exhibits: 1- Application
2- Landlord Email
3- Criteria Responses
4- Location Map
5- Site Plans
6- Picture Examples
7- Legal Description

Background

The Applicant, OptiVia Solutions, on behalf of Fifth Third Bank has requested a variance to allow a front yard drive-through ATM. The Applicant has proposed adding an ATM with a drive-through in the front yard of the Imperial Shopping Center. Table 1224-2 in City Code Section 1224.01(d)(8) states that all drive-through facilities shall be located in the side and rear yards.

¹ City Council approved a conditional use to allow the seasonal sales of flavored, shaved ice (Snowie) on May 12, 2008.

The ATM will be placed on a raised curb with a canopy, bollards, two light fixtures, and a clearance bar. The drive-through will have 4 stacking spaces with each space having a width of 12 feet and a length of 18 feet. The drive-through will feature clearly marked barrier lines, directional arrows, and signage painted to indicate "Entry" and "One-Way Exit Only."² Additionally, there will be new directional arrows painted around the drive-through for smooth traffic flow. The drive-through will be setback 40 feet from the right-of-way and 20 feet from the side property lines, which meets the minimum building setback requirements.

There will be two landscaped islands installed in the parking lot to improve the traffic flow. Staff would recommend that both parking islands on the property be served with a concrete curb, mulch, and shrubs. Staff would also recommend that a shade tree is put on the landscaped island on the west side of the property. Staff would like to highlight that adding these two landscaped islands reduces the total impervious surface coverage across the site. Additionally, this improvement brings the site closer to compliance with the interior landscaping requirements.

The Applicant stated in their Letter of Justification that "allowing this new drive-up ATM in a visible location would yield a reasonable return in both function and customer satisfaction for the Imperial Shopping Plaza clientele. The alternative location(s) provided in lieu of a variance are neither customer-friendly nor bank-friendly; and such placement would also detrimentally impact the property by impacting nontraditional areas of ingress/egress."

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: Without a variance, the property in question serves to provide a small handful of parking spaces. We believe that allowing this new Drive Up ATM in a visible location would yield a reasonable return in both function and customer satisfaction for the Imperial Shopping Plaza clientele above/beyond what is currently experienced.

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

² City Code Section 1234.06 provides that ATM's shall have a minimum of 3 stacking spaces that have a minimum width of 8 feet and a minimum length of 18 feet. The waiting lanes shall be separated by other site areas with either a raised concrete median, concrete curb, landscaping, or painted striping.

- (2) Whether the variance is substantial;

Applicant Response: We do not believe the Variance to be substantial.

BZA Comment: The Board agreed that the variance is not substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: We do not believe that the character of the area would be altered and/or detrimentally impacted. If anything, proximal value would be enhanced.

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: We do not believe delivery of government services would be impacted in any way.

BZA Comment: The Board agreed the variance would not adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: We can confirm that the property owner had no knowledge of applicable zoning restrictions until we began this process.

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: We do not believe it can; the alternative location(s) provided in lieu of a variance are neither customer-friendly nor bank-friendly; and such placement would also detrimentally impact the property by impacting nontraditional areas of ingress/egress. We believe the location offered via Variance to be the only feasible path forward for all involved

BZA Comment: The Board agreed that the owner's predicament cannot feasibly be obviated without a variance. If the ATM was installed in compliance with the zoning code, it would need to be placed behind the building and would be adjacent to the nearby

residential properties.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: We do believe this to be the case.

BZA Comment: The Board agreed that substantial justice would be done and the intent behind the zoning code would be observed by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: As OptiVia Solutions is responsible for facilitating all Fifth Third ATM projects throughout the bank's midwestern/southern footprint, we have certainly encountered situations where local code Variances were needed in order to achieve the ultimate goal: enhance the lives and convenience of both residents and customers in that specific geographic area.

In every instance, these projects have positively impacted the surrounding area in the months and years after Construction takes place. We wholeheartedly believe the same benefits would be seen within the City of Vandalia if approval is granted. Thank you for your consideration!

BZA Comment: The Board agreed there were no other relevant factors.

Recommendation

At its meeting on December 11, 2024, the Board of Zoning Appeals voted 4-0 to recommend **approval** of the requested variance from Table 1224-2 in City Code Section 1224.01(d)(8) for the purpose of allowing a front yard drive-through ATM at 750 West National Road with the following conditions:

1. The parking islands are served with a concrete curb, mulch, and shrubs. The parking island on the west side of the property is served with at least 1 shade tree.
2. The lighting for the drive-through follows the provisions of Section 1226.08 "Outdoor Lighting."

The recommendation of the Board of Zoning Appeals will be forwarded to City Council for their review.



Development & Engineering Services

Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

Applicant Name: OptiVia Solutions LLC
Mailing Address: 3574 East Kemper Road
Cincinnati, OH 45241
Phone Number: 513-404-0048
E-mail Address: sgeroulis@optiviasolutions.com
Owner Name**: David Carline
Mailing Address: P.O. Box 1499
Powell, OH 43065
Phone Number: (614) 954-2163

OFFICE USE ONLY

Filing Date _____
Hearing Date _____
Case No. _____

**** If Applicant is other than owner, written consent of owner is required for variance.**

Location of Property

Street Address: 606 West National Road Vandalia, OH 45377
(north, south, east, west) side of South of West National Road, 500 feet
(north, south, east, west) from the intersection of East of West National Road & Dellsing Drive
Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: _____ Total Acres: 6.416
Description of the existing use of property: Shopping Plaza with Multiple Businesses Including Sunoco Family Dollar, etc.

Description of proposed use of property: The additional of a Standalone Drive-Up Fifth Third ATM and Protective Canopy, including any affiliated traffic striping to designate ingress/egress.

Specific Zoning Code provision that applicant is seeking variance from: Table 1224-2

Variance Requested: Permitted Accessory Uses and Structures

Request for zoning certificate was refused on _____

Applicant must also attach a letter justifying the variance, see page 2, Section C for directions.

Applicant/Owner	Date
<u>OptiVia Solutions LLC</u>	<u>11/7/24</u>
Zoning Administrator	Date
<u>Ben Graham</u>	

FILING FEES (office use only):	
Residential (\$156.00)	_____
Commercial (\$312.00)	_____
Receipt No.: _____	TOTAL: _____

Variance application requirements and submittal instructions

Turn in the following items for a complete application.

A. SITE PLAN-- Must submit 5 copies

The applicant/owner shall provide a site plan drawn to scale which shows the following, if applicable:

1. Property/Boundary lines
2. Exterior lot dimensions
3. Size and location of all existing structures
4. Location and size of proposed new construction
5. Setbacks of all structures from property boundary lines
6. Distance between structures
7. Show location of any and all streets, alleys, right-of-ways and easements that are contiguous to the property requesting the Variance
8. Open space, landscaping, signage
9. Photos or graphics that illustrate proposed project

B. LIST OF PROPERTY OWNERS

Provide a list of property owners (as recorded in the Montgomery County Auditor's office) adjacent to, contiguous to and directly across the street from the property being considered.

<i>Example:</i>			
<u>Property Address</u>	<u>Parcel I.D. #</u>	<u>Owner Name</u>	<u>Owner Mailing</u>
123 Clubhouse Way	B02 00000 0000	Carol Smith	124 Green Way Vandalia, OH 45377
345 Brown School Rd.	B02 11111 1111	Fred Jones	345 Brown School Rd. Vandalia, OH 45377

C. LETTER OF JUSTIFICATION

The applicant shall submit a letter of justification that states how the variance request meets the eight (8) criteria for a variance. See the next section for the standards of a variance and eight criteria that are considered when a variance is given.

D. VARIANCE REVIEW CRITERIA

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative:

(1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

(2) Whether the variance is substantial;

(3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

(4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

(5) Whether the property owner purchased the property with knowledge of the zoning restriction;

(6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

(7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance; and

(8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

E. VARIANCE REVIEW PROCEDURE

The review procedure for a variance is as follows:

Step 1 – Application

The applicant shall submit an application in accordance with City Code Section 1214.02. Within 10 days of receipt of an application for a variance, the Administrative Officer shall make a determination of completeness in accordance with the provisions of this chapter.

Step 2 – Staff Review and Transmittal to the Board of Zoning Appeals

Upon determination that an application is complete, the Administrative Officer shall transmit the application to the Board of Zoning Appeals for consideration pursuant to the standards set forth in City Code Section 1214.02.

Step 3 – Recommendation by Board of Zoning Appeals

Within thirty days of receipt of a completed application, the Board of Zoning Appeals shall hold a public hearing to consider an application for a variance at its next regular meeting or in a special meeting. The recommendation of the Board shall be based upon the review standard set forth above and transmitted to the Clerk of Council for final decision. Notice of this public hearing must be made in accordance with Section 1214.02 (c) to (g).

Step 4 – Final Decision by City Council

Within thirty days of the date on which the Clerk of Council receives the recommendation of the Board of Zoning Appeals, unless a longer time is requested by the applicant, City Council shall hold a public hearing to determine whether to grant the proposed variance based upon the application and the review standards listed above.

DRAFT
Minutes of the City of Vandalia Board of Zoning Appeals
December 11, 2024

Agenda Items

1. Call to Order
2. Attendance
3. Old Business
4. New Business
 - a. BZA 24-14 Front Yard Drive-Through ATM – 750 West National Road
 - b. BZA 24-15 Minimum Lot Frontage – 304 North Dixie Drive
5. Approval of Minutes
 - a. Board of Zoning Appeal Minutes: November 13, 2024
6. Communications
7. Adjournment

Members Present:	Mr. Mike Flannery, Mr. Mike Johnston, Mr. Rober Wolfe, and Ms. Ashley Franklin
Members Absent:	Mr. Kevin Larger
Staff Present:	Mr. Ben Graham, Zoning and Planning Coordinator
Others Present:	Ms. Kathryn Settimo and Chris Biggers of Bigg Designs, Mr. Robert Hussong

1. Call to Order

Mr. Flannery called the meeting to order at 6:01 p.m. Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council made the final decision on all appeal and variance requests but will not hold a public hearing such as BZA. She noted that City Council would hear the request at the meeting on January 6, 2025, at 7:00 p.m.

2. Attendance

Ms. Franklin made a motion to excuse Mr. Larger. Mr. Johnston seconded the motion. The motion carried 4-0.

3. Old Business

Mr. Graham confirmed that there was no old business.

4. New Business

a. BZA 24-14 Front Yard Drive-Through ATM – 750 West National Road

Mr. Graham gave the report from Staff stating that The Applicant, OptiVia Solutions, on behalf of Fifth Third Bank has requested a variance to allow a front yard drive-through ATM. The Applicant has proposed adding an ATM with a drive-through in the front yard of the Imperial Shopping Center. Table 1224-2 in City Code Section 1224.01(d)(8) states that all drive-through facilities shall be located in the side and rear yards.

Mr. Graham stated the ATM will be placed on a raised curb with a canopy, bollards, two light fixtures, and a clearance bar. The drive-through will have 4 stacking spaces with each space having a width of 12 feet and a length of 18 feet. The drive-through will feature clearly marked barrier lines, directional arrows, and signage painted to indicate "Entry" and "One-Way Exit Only." Additionally, there will be new directional arrows painted around the drive-through for smooth traffic flow. The drive-through will be setback 40 feet from the right-of-way and 20 feet from the side property lines, which meets the minimum building setback requirements.

Mr. Graham added there will be two landscaped islands installed in the parking lot to improve the traffic flow. Staff would recommend that both parking islands on the property be served with a concrete curb, mulch, and shrubs. Staff would also recommend that a shade tree is put on the landscaped island on the west side of the property. Staff would like to highlight that adding these two landscaped islands reduces the total impervious surface coverage across the site. Additionally, this improvement brings the site closer to compliance with the interior landscaping requirements.

Mr. Graham reported that the Applicant stated in their Letter of Justification that “allowing this new drive-up ATM in a visible location would yield a reasonable return in both function and customer satisfaction for the Imperial Shopping Plaza clientele. The alternative location(s) provided in lieu of a variance are neither customer-friendly nor bank-friendly; and such placement would also detrimentally impact the property by impacting nontraditional areas of ingress/egress.”

Mr. Graham referenced the PowerPoint to show the Board the front, side, and rear yards of the Imperial Shopping Center.

Mr. Graham reported that Staff recommends the Board of Zoning Appeals to recommend approval of the requested variance from Table 1224-2 in City Code Section 1224.01(d)(8) for the purpose of allowing a front yard drive-through ATM at 750 West National Road with the following conditions:

1. The parking islands are served with a concrete curb, mulch, and shrubs. The parking island on the west side of the property is served with at least 1 shade tree.
2. The lighting for the drive-through follows the provisions of Section 1226.08 “Outdoor Lighting.”

Mr. Graham referred to the PowerPoint showing the proposed landscaped islands for the drive-through.

Mr. Flannery invited the Applicant to address the Board.

Ms. Kathryn Settimo, on behalf of Bigg Designs, stated she was representing Fifth Third Bank for the potential location at 750 West National Road.

Ms. Settimo asked the Board if they had any questions.

Mr. Flannery asked Ms. Settimo if she understood the conditions placed on the recommendation. Ms. Settimo replied that she has no issues with the conditions and will comply with them.

Mr. Johnston asked about the style and setup of the ATM. Ms. Settimo replied that the ATM will have a canopy with Fifth Third markings on it.

Mr. Johnston asked if the ATM will be running along National Road. Mr. Graham replied yes. Ms. Settimo added that the existing sign will remain.

Hearing no further questions or comments, Mr. Flannery closed the public hearing.

Mr. Flannery then proceeded to the variance review criteria.

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

- (2) Whether the variance is substantial;

BZA Comment: The Board agreed that the variance is not substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

BZA Comment: The Board agreed that the variance would not adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

BZA Comment: The Board agreed that the owner's predicament cannot feasibly be obviated without a variance. If the ATM was installed in compliance with the zoning code, it would need to be placed behind the building and would be adjacent to the nearby residential properties.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

BZA Comment: The Board agreed that substantial justice would be done and the intent behind the zoning code would be observed by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief; and

BZA Comment: The Board agreed there were no other relevant factors.

Mr. Flannery reported that staff recommends the Board of Zoning Appeals recommend approval of the requested variance from Table 1224-2 in City Code Section 1224.01(d)(8) for the purpose of allowing a front yard drive-through ATM at 750 West National Road with the following conditions:

1. The parking islands are served with a concrete curb, mulch, and shrubs. The parking island on the west side of the property is served with at least 1 shade tree.
2. The lighting for the drive-through follows the provisions of Section 1226.08 “Outdoor Lighting.”

Mr. Flannery called for a motion.

Mr. Wolfe made the motion to recommend approval of the requested variance with the stated conditions. Ms. Franklin seconded the motion. The motion passed 4-0.

Mr. Graham advised the applicant that it would be in his best interest to attend the City Council Study Session on December 16, 2024, at 5:15 p.m. and the City Council Meeting on January 6, 2025, at 7:00 p.m.

b. BZA 24-15 Minimum Lot Frontage – 304 North Dixie Drive

Mr. Graham gave the report from Staff stating that the Applicant, Robert Hussong, on behalf of North Point Community Church has requested a variance to not meet the minimum lot frontage requirement. The Applicant submitted a variance to allow a place of worship to have 50 feet of lot frontage. City Code Section 1218.04(j)(2) provides that the minimum frontage shall be 100 feet or the minimum lot frontage of the applicable zoning district, whichever is larger.

Mr. Graham stated that the church plans to use most of the building, and the Crossroads Railroad Club will remain in the basement. The congregation will meet on Sunday mornings and will have some small groups that will meet a few times during the week. The railroad club meets on Tuesday evenings. The Applicant supplied two letters from M-Power Gym, Masonic Temple, and Vandalia Tactical giving them permission to use their parking lots for overflow parking.

Mr. Graham reported that the Applicant stated in his Letter of Justification that the current building is vacant and there will be no detriments to a church being present there. “There are many possibilities in how the church could be useful to the community, neighborhood, and businesses next door.”

Mr. Graham reported that Staff recommends the Board of Zoning Appeals to recommend approval of the requested variance from City Code Section 1218.04(j)(2) for the purpose of allowing a place of worship to have a 50-foot lot frontage at 304 North Dixie Drive.

Mr. Flannery invited the Applicant to speak.

Mr. Robert Hussong stated she was representing North Point Community Church for the potential location at 304 North Dixie Drive.

Mr. Hussong asked the Board if they had any questions because Mr. Graham summed the variance request up perfectly.

Mr. Wolfe inquired about the frequency of the church's gatherings. Mr. Hussong explained that the church plans to hold Sunday morning services from 10:00 a.m. to 12:00 p.m. with full attendance, youth group meetings on Wednesdays with fewer than 20 participants, monthly board meetings with approximately eight attendees, and staff meetings with fewer than five individuals.

Mr. Hussong stated that Sunday mornings would be the primary time of use, with occasional events on Saturdays. He is aware of the calendar that M-Power Gym publishes and does not want to obstruct the frontage of the buildings of M-Power Gym and Vandalia Tactical, but rather use the available parking along the grass. There is parking available with Oscars with that property being closed and there are 25-27 parking spots along the Masonic Temple. He assured the congregation would have sufficient parking, even at maximum capacity.

Mr. Wolfe asked what happens when Oscar's re-opens with their limited parking. Mr. Graham clarified that shared parking arrangements are ultimately decided by property owners. He added that the applicant has supplied two letters from neighboring property owners agreeing to shared parking. Furthermore, the zoning code does not impose minimum parking space requirements.

Mr. Flannery commented that, given the church's primary usage on Sunday mornings, there would likely be no conflicts with operations at the Masonic Temple during that time.

Mr. Wolfe asked what the plan is if the church outgrows their current site. Mr. Hussong replied that the average attendance would be 1 vehicle per 3 individuals. If they get to a point with overgrowing the site because they are moving to a Wednesday night service, they will purchase another unit.

Ms. Franklin inquired whether businesses solely own the parking spaces in front of their buildings. Mr. Graham confirmed this to be the case.

Ms. Franklin also asked if properties could post signs designating parking areas, to which Mr. Wolfe added a question about the ability to tow unauthorized vehicles. Mr. Graham affirmed both points, providing an example of Apex Woodworking, the previous tenant, towing customer vehicles from M-Power Gym when they occupied the building. However, Ms. Hussong remarked that towing vehicles is not a neighborly practice.

Mr. Graham noted that there is no expectation of Oscar's reopening in the near future.

Hearing no further questions or comments, Mr. Flannery closed the public hearing.

Mr. Flannery then proceeded to the variance review criteria.

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

2. Whether the variance is substantial;

BZA Comment: The Board agreed that the variance is not substantial.

3. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

4. Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

BZA Comment: The Board agreed that the variance would not adversely affect the delivery of government services.

5. Whether the property owner purchased the property with knowledge of the zoning restriction;

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property. However, The Board believes the new potential owner has knowledge of the zoning restriction.

6. Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

BZA Comment: The Board agreed that the owner's predicament cannot be obviated without a variance because of the existing lot lines.

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

BZA Comment: The Board agreed that substantial justice would be done but does not feel the intent behind the zoning code would be strictly observed by granting the variance.

8. Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief; and

BZA Comment: The Board agreed there were no other relevant factors.

Mr. Wolfe reported that staff recommends the Board of Zoning Appeals recommend approval of the requested variance from City Code Section 1218.04(j)(2) for the purpose of allowing a place of worship to have a 50-foot lot frontage at 304 North Dixie Drive.

Mr. Flannery called for a motion.

Mr. Johnston made the motion to recommend approval of the requested variance. Mr. Wolfe seconded the motion. The motion passed 4-0.

Mr. Graham advised the applicant that it would be in his best interest to attend the City Council Study Session on December 16, 2024, at 5:15 p.m. and the City Council Meeting on January 6, 2025, at 7:00 p.m.

5. Approval of Minutes

a. Board of Zoning Appeal Minutes: November 13, 2024

Ms. Franklin made a motion to approve the November 13, 2024, Meeting Minutes. Mr. Johnston seconded the motion. The motion passed 3-0-1 with Mr. Flannery abstaining.

6. Communications

Mr. Graham reported there are no hearing items for December 25, 2024, and thus no meeting. The next possible meeting date is January 8, 2024.

Mr. Wolfe wished the Board a Merry Christmas.

7. Adjournment

Ms. Franklin made a motion for adjournment. Mr. Wolfe seconded the motion.

The meeting was adjourned at 6:33 p.m.

Mike Flannery
Chair

LETTER OF JUSTIFICATION

The applicant shall submit a letter of justification that states how the variance request meets the eight (8) criteria for a variance.

(8) VARIANCE REVIEW CRITERIA

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance

Without a variance, the property in question serves to provide a small handful of parking spaces. We believe that allowing this new Drive Up ATM in a visible location would yield a reasonable return in both function and customer satisfaction for the Imperial Shopping Plaza clientele above/beyond what is currently experienced.

- (2) Whether the variance is substantial

We do not believe the Variance to be substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance

We do not believe that the character of the area would be altered and/or detrimentally impacted. If anything, proximal value would be enhanced.

- (4) (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage)

We do not believe delivery of government services would be impacted in any way.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction

We can confirm that the property owner had no knowledge of applicable zoning restrictions until we began this process.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance

We do not believe it can; the alternative location(s) provided in lieu of a variance are neither customer-friendly nor bank-friendly; and such placement would also detrimentally impact the property by impacting nontraditional areas of ingress/egress. We believe the location offered via Variance to be the only feasible path forward for all involved.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance

We do believe this to be the case.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

As OptiVia Solutions is responsible for facilitating all Fifth Third ATM projects throughout the bank's midwestern/southern footprint, we have certainly encountered situations where local code Variances were needed in order to achieve the ultimate goal: enhance the lives and convenience of both residents and customers in that specific geographic area.

In every instance, these projects have positively impacted the surrounding area in the months and years after Construction takes place. We wholeheartedly believe the same benefits would be seen within the City of Vandalia if approval is granted. Thank you for your consideration!

LEGAL DESCRIPTION OF IMPERIAL SHOPPING CENTER

The Land is described as follows: Description of a 6.416 Acre Tract Section 16, Town 3, Range 6 East City of Vandalia, Ohio Situate in Section 16, Town 3, Range 6 East, City of Vandalia, County of Montgomery, State of Ohio, being the remainder of the 6.693 acre tract conveyed to The Khoshbin Tower, LP as described on I.A. #DEED 07-097890, which is Part of Lot 32 of the Plat of Original School Section 16 as recorded in Plat Book 6, Page 22 and being more particularly described as follows: Beginning at a #5 rebar found at the northwest corner of Lot No. 97 of Dalia Dell Subdivision, Section 4 as recorded in Plat Book "FF", Page 11, at the northeast right-of-way corner of Dellsing Drive (50' AN-/ and being the southeast corner of a 0.264 acre tract conveyed to the City of Vandalia, Ohio as described in Deed Book 2406, Page 32; Thence along the east line of said 0.264 acre tract, North 03 degrees 28 minutes 57 seconds West, a distance of 459.02 feet to a #5 rebar found at the northeast corner of said 0.264 acre tract and on the south line of a Cl. 780 a.;re tract conveyed to W.W.P. Properties, Inc. as described on M.F. #93-233E05; Thence with the south line of said 0.780 acre tract, North 86 degrees 31 minutes 03 seconds East, a distance of 150.00 feet to a #5 rebar found at the southeast corner of said 0.780 acre tract; Thence with the east line of said 0.780 acre tract, North 03 degrees 28 minutes 57 seconds West for a distance of 199.66 feet to a MAG nail set in the centerline of West National Road (U.S. Route 40) (80' AN-/), passing a #5 rebar set on the south right-of-way line at a distance of 159.58 feet; Thence along the centerline of said West National Road, North 83 degrees 00 minutes 00 seconds East a distance of 231.15 feet to a MAG nail set at the northwest corner of a 0.301 acre tract conveyed to The Imperial State Bank (NKA First National Bank) as described in Deed Book 2397, Page 101; Thence with said 0.301 acre tract the following 3 courses: 1) South 03 degrees 28 minutes 57 seconds East for a distance of 175.06 feet to a railroad spike found, passing a #5 rebar set on said south right-of-way line at a distance of 40.08 feet; 2) North 83 degrees 00 minutes 00 seconds East for a distance of 75.00 feet to a MAG nail found; 3) North 03 degrees 28 minutes 57 seconds West for a distance of 175.06 feet to a MAG nail set in the centerline of said West National Road, passing a railroad spike found on the south right-of-way line at a distance of 134.98 feet; Thence along the centerline of said West National Road, North 83 degrees 00 minutes 00 seconds East for a distance of 40.04 feet to a MAG nail set at the northwest corner of a 0.755 acre tract conveyed to Margaret A. Matosky, described as Parcel 2 on I.A.# CF/T-04-112459; Thence along the west line of said 0.755 acre tract and becoming the west line of Dalia Dell Subdivision, Section 3 as recorded in Plat Book "BB", Page 20 and said Dalia Dell Subdivision, Section 4, South 03 degrees 28 minutes 57 seconds East for a distance of 649.46 feet to the northeast corner of Lot No. 91 of said Dalia Dell Subdivision, Section 4, passing a #5 rebar with an aluminum cap stamped "Tri-City" found on the south right-of-way line at a distance of 40.08 feet; Thence along a north line of said Dalia Dell Subdivision, Section 4, South 83 degrees 00 minutes 00 seconds West for a distance of 496.47 feet to the place of beginning, containing 6.416 acres of land, subject to all legal conditions, easements and rights-of-way pertaining to the premises herein described. This description prepared by Norfleet, Brown & Petkewicz, Inc. based on a survey made by same in January, 2008 under the direct supervision of Charles R. Wirrig, P.S. #7532. All rebars set are 30" x 5/8" capped "N.B.P.". Bearings are based on the north line of Dalia Dell Subdivision, Section 4 as recorded in Plat Book "FF", Page 11, being North 83 degrees 00 minutes 00 seconds East. References to record documents are on file in the Records Office of Montgomery County, Ohio unless otherwise noted. Plat of Survey recorded in the Montgomery County Engineer's Record of Land Surveys in Volume 2008, Page 0035.

Sammy Geroulis

From: Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>
Sent: Thursday, November 7, 2024 11:57 AM
To: Sammy Geroulis
Subject: FW: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

CAUTION External Email:

Do not click links or open attachments from unknown senders or unexpected email.

Sammy,
Below is from the LL. Is this acceptable as written approval?

Kind regards,

Angela Lee
PJM-1| Project Manager
C +1 704-691-9744
angela.lee4@cbre.com

From: David Carline <dcarline@delta5mgt.com>
Sent: Thursday, November 7, 2024 9:59 AM
To: Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>
Cc: Matt.Tunnacliffe@apexcommercialgroup.com; Ferreri, Sara @ Cincinnati <Sara.Ferreri@cbre.com>; Hume, Jennifer <Jennifer.Hume@53.com>
Subject: Re: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

External

Thank you. We can move forward.
Regards, Dave

--
David Carline
(614) 954-2163 | dcarline@delta5mgt.com



On Thu, Nov 7, 2024 at 9:18 AM Lee, Angela @ Charlotte <Angela.Lee4@cbre.com> wrote:

Yes, the electrical path would be underground.

Kind regards,

Angela Lee

PJM-1 | Project Manager

C +1 704-691-9744

angela.lee4@cbre.com

From: David Carline <dcarline@delta5mgt.com>

Sent: Thursday, November 7, 2024 8:47 AM

To: Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>

Cc: Matt.Tunnacliffe@apexcommercialgroup.com; Ferreri, Sara @ Cincinnati <Sara.Ferreri@cbre.com>; Hume, Jennifer <Jennifer.Hume@53.com>

Subject: Re: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

External

Thank you. Is that electrical connection underground?

--

David Carline

(614) 954-2163 | dcarline@delta5mgt.com



On Wed, Nov 6, 2024 at 11:38 AM Lee, Angela @ Charlotte <Angela.Lee4@cbre.com> wrote:

Hi David,

Attached is a drawing showing the path for the electrical connection.

Everything with the ATM & Canopy will stay consistent with the initial design other than it being a mirror image. The marking/stripping for traffic flow would change from the original design.

The Variance Hearing could result in new requirements that are unknown at this time.

Kind regards,

Angela Lee

PJM-1| Project Manager

C +1 704-691-9744

angela.lee4@cbre.com

From: David Carline <dcarline@delta5mgt.com>

Sent: Tuesday, November 5, 2024 2:57 PM

To: Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>

Cc: Matt.Tunnacliffe@apexcommercialgroup.com; Ferreri, Sara @ Cincinnati <Sara.Ferreri@cbre.com>; Hume, Jennifer <Jennifer.Hume@53.com>

Subject: Re: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

External

How will power be run to the ATM? What other changes will this move cause relative to the ATM itself, signage, etc.?

Thank you, Dave

--

David Carline

(614) 954-2163 | dcarline@delta5mgt.com



On Tue, Nov 5, 2024 at 1:43 PM Lee, Angela @ Charlotte <Angela.Lee4@cbre.com> wrote:

Hi David,

I am reaching out to confirm you are in agreement with the placement of our ATM per the attached site plans?

This moved the ATM from directly along the roadway to now having a set of parking spaces between the ATM and Roadway. This was done to accommodate the necessary setback.

If you agree, then we will proceed with requesting a Variance Hearing with the AHJ.

Kind regards,

Angela Lee

PJM-1 | Project Manager

C +1 704-691-9744

angela.lee4@cbre.com

From: David Carline <dcarline@delta5mgt.com>

Sent: Sunday, October 13, 2024 5:00 PM

To: Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>

Cc: Matt.Tunnacliffe@apexcommercialgroup.com; Ferreri, Sara @ Cincinnati <Sara.Ferreri@cbre.com>

Subject: Re: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

External

Hello Angela,

We do not have a survey on -hand. I've attached a legal description of the property.

Sincerely, Dave

--

David Carline

(614) 954-2163 | dcarline@delta5mgt.com



On Fri, Oct 11, 2024 at 3:26 PM Lee, Angela @ Charlotte <Angela.Lee4@cbre.com> wrote:

Hi David,

I am the project manager on the Imperial Shopping Center ATM. I received the request below from our contractor. Can you advise is you have a survey?

Could we please reach out to the Landlord/Main POC and determine if they have an ALTA Survey (or other type of boundary survey) on hand?

Kind regards,

Angela Lee

PJM-1| Project Manager

C +1 704-691-9744

angela.lee4@cbre.com

From: David Carline <dcarline@delta5mgt.com>

Sent: Wednesday, July 17, 2024 3:35 PM

To: Hume, Jennifer <Jennifer.Hume@53.com>

Cc: Matt.Tunnacliffe@apexcommercialgroup.com; Lee, Angela @ Charlotte <Angela.Lee4@cbre.com>; Ferreri, Sara @ Cincinnati <Sara.Ferreri@cbre.com>

Subject: Re: NEW Fifth Third Bank ATM- Imperial Shopping Center Vandalia OH

External

Hello Jennifer,

I've sent the docs to our attorney for review.

Regards, Dave

--
David Carline

(614) 954-2163 | dcarline@delta5mgt.com



On Tue, Jul 16, 2024 at 11:01 AM Hume, Jennifer <Jennifer.Hume@53.com> wrote:

Good morning Dave & Matt,

I am the Real Estate Manager for Fifth Third Bank who worked the deal with our brokerage team on our new drive-up ATM at your property located in Vandalia, OH. I am very much looking forward to working with you both.

I have attached the 1st draft of the ATM lease agreement for your review/redline comments based upon our executed LOI and proposed rendering. If you wouldn't mind sending your redline changes back to just Sara and I, once they are ready.

Angela Lee is our project manager for the installation of the drive-up ATM, so I wanted you both to have her contact info if you have questions relating that process.

If you have any questions in the meantime, please don't hesitate to reach out.

Jen Hume

Assistant Vice President | Real Estate Manager



Fifth Third Bank | 38 Fountain Square Plaza | MD 10903K | Cincinnati, OH 45202

513.534.5059

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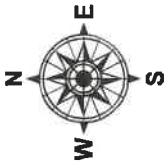
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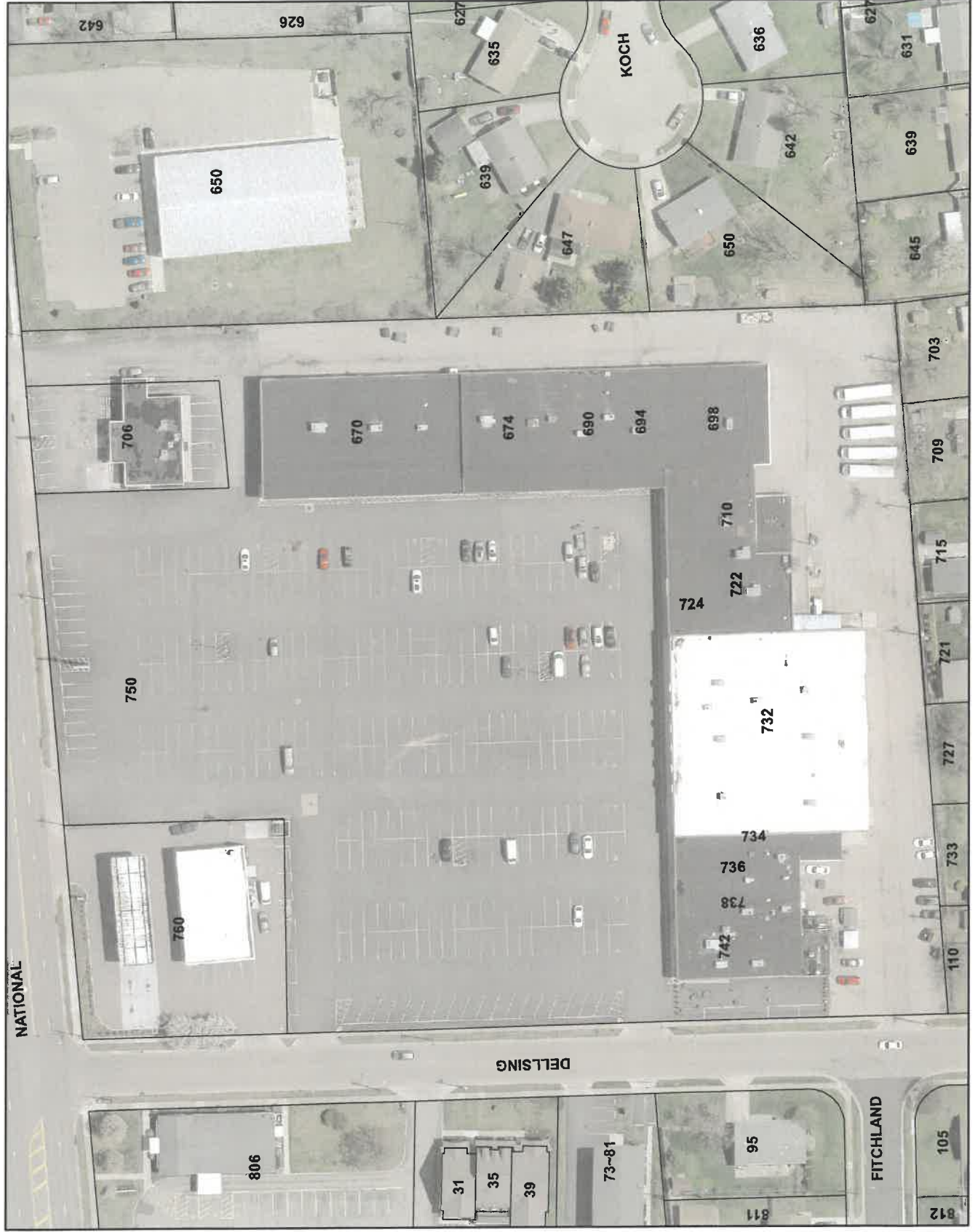
City of Vandalia Board of Zoning Appeals

750 West National Road

BZA 24-14 Front Yard Drive-Through ATM

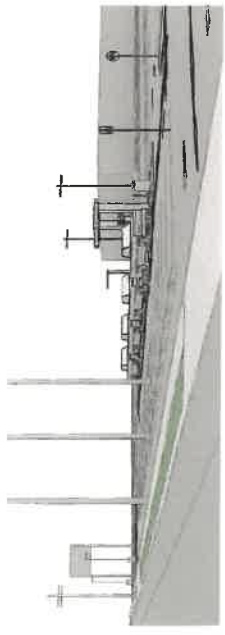


1 inch = 94 feet

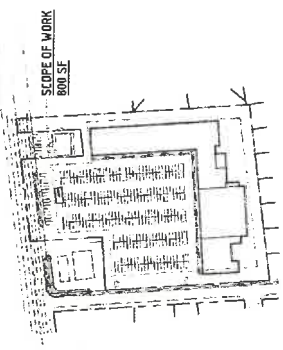


EQUIP SCHEDULE

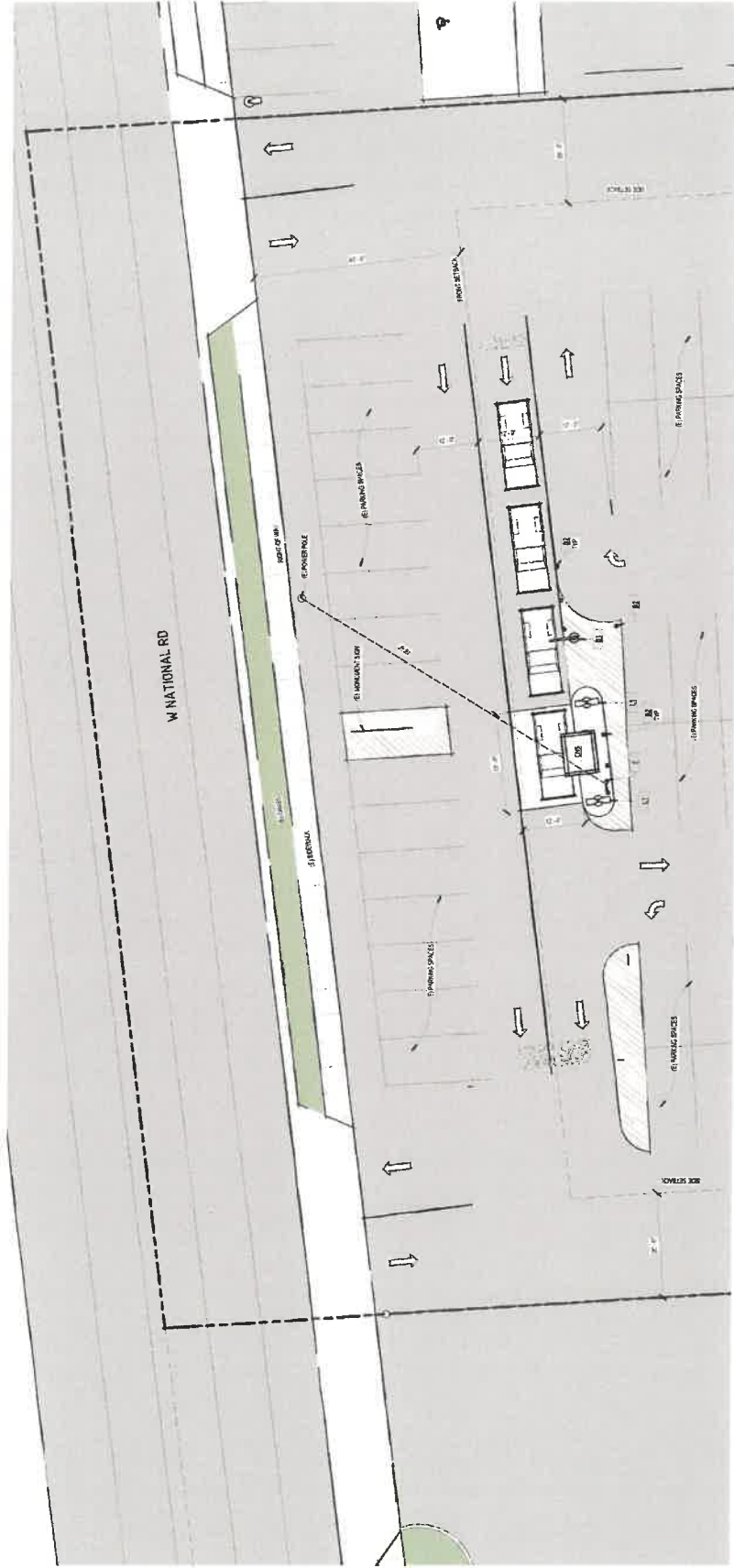
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2 3D View 1



3 SD KEY/AREA PLAN
1" = 100'



1 (SD) SITE PLAN
1" = 100'

PROJECT HIGHLIGHT: NEW 3000-400 AMP AND 20000V OPEN AIR TRANSFORMER STRUCTURE TO INCLUDE WITH BOLLARDS, INT LIGHTING, AND ARCH DRIVE VEHICLE PAVILION.

P.M.: 10-31-2017/3:00P

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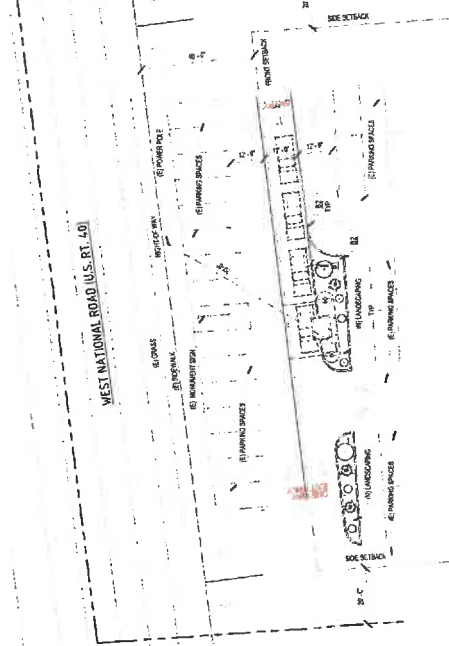
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CONSULTANT

PREPARED FOR
OptiVia
Bank Equipment Services

 **FIFTH THIRD BANK**
14158
5/3 BANK - IMPERIAL
SHOPPING CENTER
50 WEST NATIONAL ROAD

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STATUS

SITE PLAN

REV

1

ONLY STATE-OWNED
ENTERPRISES, SUCH AS
STATE-OWNED BANKS, ARE
ELIGIBLE TO PARTICIPATE
IN THE PROJECT. STATE
OWNERSHIP OF THE
ENTERPRISE IS A
PREREQUISITE FOR
PARTICIPATION IN THE
PROJECT. STATE OWNERSHIP
IS DEFINED AS THE
STATE BEING THE
LARGEST SHAREHOLDER
IN THE ENTERPRISE.
THE PROJECT IS
FINANCED BY THE
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RUSSIA (SBR) AND
THE RUSSIAN
FEDERATION GOVERNMENT.
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01	ADDITIONAL CLERK TOL	02	FACE OF	03	ROOM	04	ROOM
05	ADDITIONAL CLERK TOL	06	ADDITIONAL CLERK TOL	07	ADDITIONAL CLERK TOL	08	ADDITIONAL CLERK TOL
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[illegible][illegible]

TECHNICAL

- INTELLECTUAL PROPERTY, PATENT, AND DISCOVERY
- AN INVESTOR WITH SUFFICIENT POWER SHALL NOT EXERCISE VOTING POWER

REGULATORY

- NO WORK PROPOSED
- NO WORK PROPOSED

FINANCIAL

- NO WORK PROPOSED

[illegible][illegible]

ISSUE	NAME	DATE	REV.
III	COVER PAGE	11/08/2004	

DATE PAID 12-09-2004

BIGGES DESIGNS, LLC
 • PRINCIPAL • DESIGNER
 WWW.BIGGESDESIGNS.COM

248.836.4460
ARCHITECT CHRISTOPHER BIGGERS
LICENSE: RA424587
EXPIRATION: 06/30/2025

PREPARED FOR
OnSite Vio

OPTIMA, LLC
SAMMY DEROUIS
3374 East Kemper Road,
Cincinnati, OH 45241

FIFTH THIRD BANK
24158
5/3 BANK - IMPERIAL
SHOPPING CENTER
350 WEST NATIONAL ROAD
WANDALLA, OH 45177

NOT FOR CONSTRUCTION

STATUS

SD1
COVER SHEET

REV

5



PLAT OF SURVEY
Section 16, Town 3, Range 6 East
City of Vandalia
Montgomery County, Ohio
Containing 6.416 Acres
Prepared For: Chicago Title

LEGEND

- Indicates 3/8" x 30" rebar set capped "A.B.P."
- Indicates # 5 rebar found (Unless Otherwise Noted)
- Indicates MAG nail set
- Indicates MAG nail found
- Indicates railroad stake found
- Indicates 3/4" Pipe Found

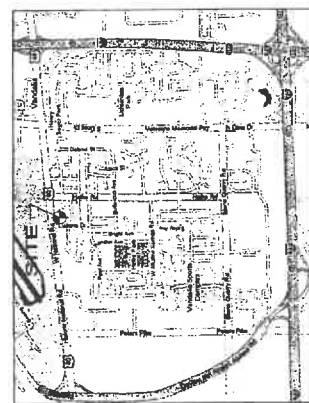
Occupation in general fits the surveyed lines

All monumentation found or set is in good condition unless otherwise shown.

PERTINENT DOCUMENTS:

In addition to the references shown on the face of this plat the following documents were used:

- 1) U.S. Route 40 R/W Drawings MCOE File #2-M-4-S.H. Sec. 1 (P. 17)
- 2) Deed Book 1427, Page 23
- 3) Vandalia Tax Map, Book 2, Page 7



VICINITY MAP

Bearings are Based on the North Line of
Section 16, Town 3, Range 6 East,
Shed No. 8700007 E.
Plat Book "T.F.", Page 11

800°28'57"E 115.00'
N10°28'57"W 115.00'
Contains 0.591 Ac.
(MCA First National Bank)
O.V. 2197, No. 101

M.W.P. Properties, Inc.
M.F. # 93-23305
Contains: 0.740 Ac.

Contains: 6.416 Acres
THE KHOSRAB TOWER, LP
L.R.E. Deed 07-607890
Name: 0.000 Ac.
Plat Book 16
Plat Book 16, Page 22

Koch Avenue
(60' R/W)

CERTIFICATION:
I hereby certify that this plat of survey was prepared in accordance with Ohio Administrative Code Chapter 4733-37 Standards for Boundary Surveys and is an accurate representation of an actual field survey performed by our competent surveyors under my supervision and control, 2008. All monumentation is or to be set as shown.

Charles A. King, P.E.
Charles A. King, P.E.
Ohio License No. 7302



NORFLEET BROWN & PETKIEWICZ
ENGINEERS & SURVEYORS
2201 WEST 10TH STREET
MIAMI BEACH, FL 33133
(305) 547-2313

SCALE: 1" = 40'
DATE: January 25, 2008
DRAWN: J.L.N.
JOB No. 07-6409

2008-0035

[illegible]

NOTE: THE ANSWERS TO QUESTIONS 1-10 ARE RECORDED IN YOUR UNDERSTANDING OF LINGUISTICS. TYPE IN THE ANSWER AND PRESS THE ENTER KEY.

1. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
a. LINGUISTICS
b. LINGUISTICS
c. LINGUISTICS
d. LINGUISTICS

2. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
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6. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
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8. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
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9. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
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d. LINGUISTICS

10. WHAT IS THE STUDY OF THE STRUCTURE AND MEANING OF LANGUAGE?
a. LINGUISTICS
b. LINGUISTICS
c. LINGUISTICS
d. LINGUISTICS

Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1990	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

1/8" = 1'-0"

$\sigma^2 = 0.6$

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HB

RMF-3

RMF-3

001

TIME

5

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OptiVia
Bank Equipment Services

FIFTH THIRD BANK
2415R
5/3 BANK - IMPERIAL
SHOPPING CENTER
1750 WEST NATIONAL ROAD
SANDIA, N.M. 87177

001

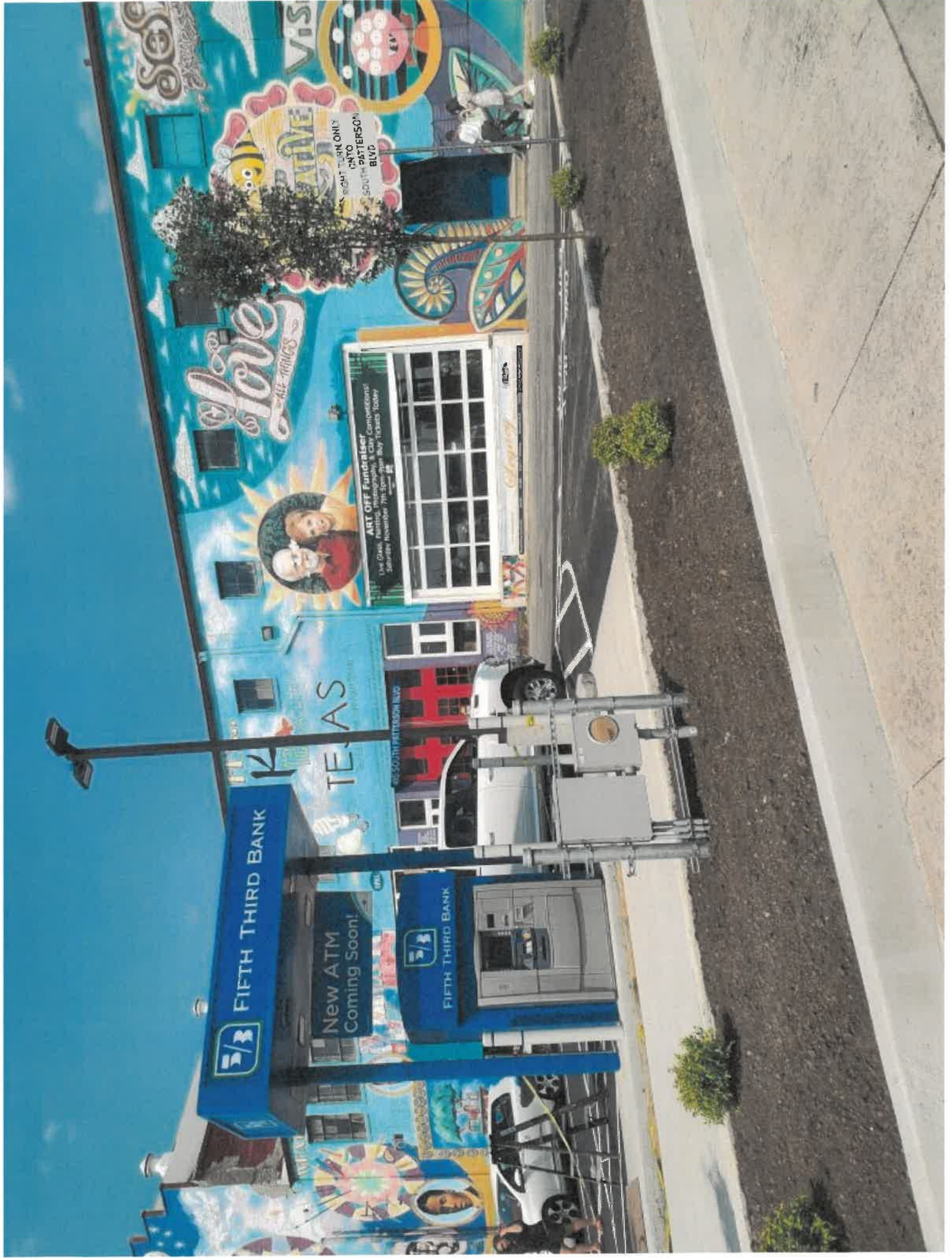
TIME

5









ART OFF Fundraiser
Live Glass, Photography, & Clay Conventions!
Saturday November 7th 5pm-8pm Buy 10 tickets Today

FIFTH THIRD BANK

New ATM
Coming Soon!

FIFTH THIRD BANK

TEXAS

SOUTH PATTERSON BLVD

CITY OF SAN ANTONIO



FIFTH THIRD BANK



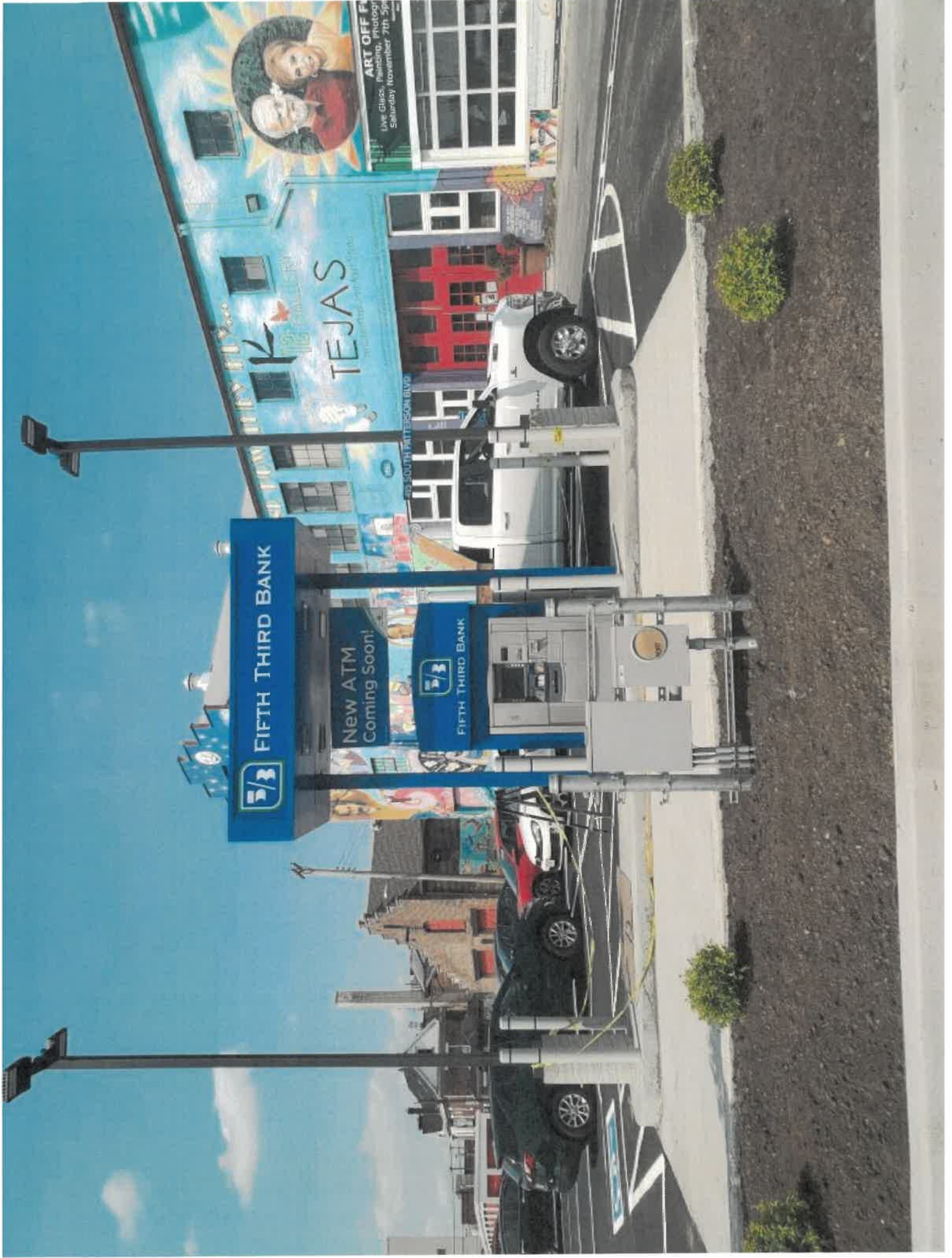
FIFTH THIRD BANK

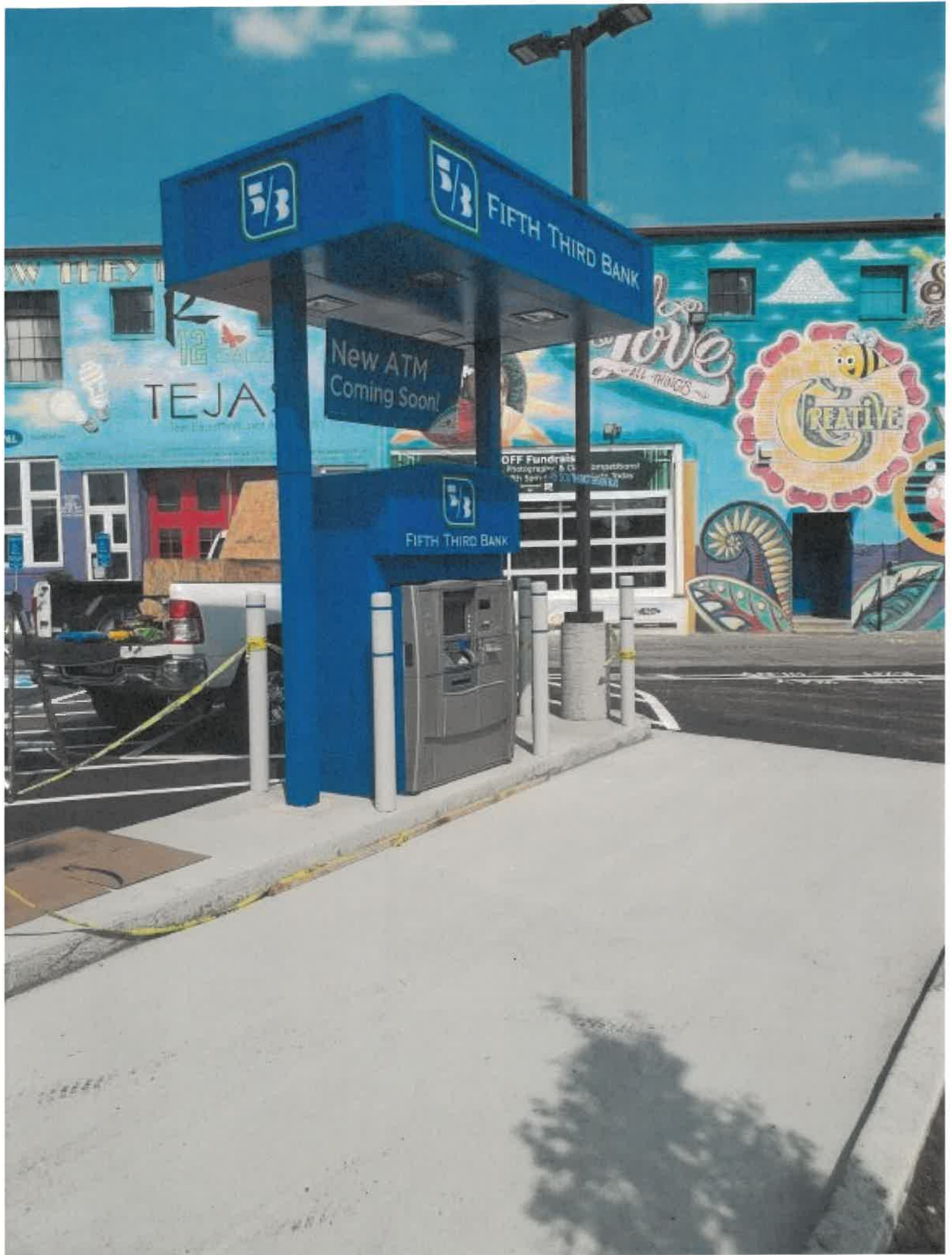


20-4-CDN

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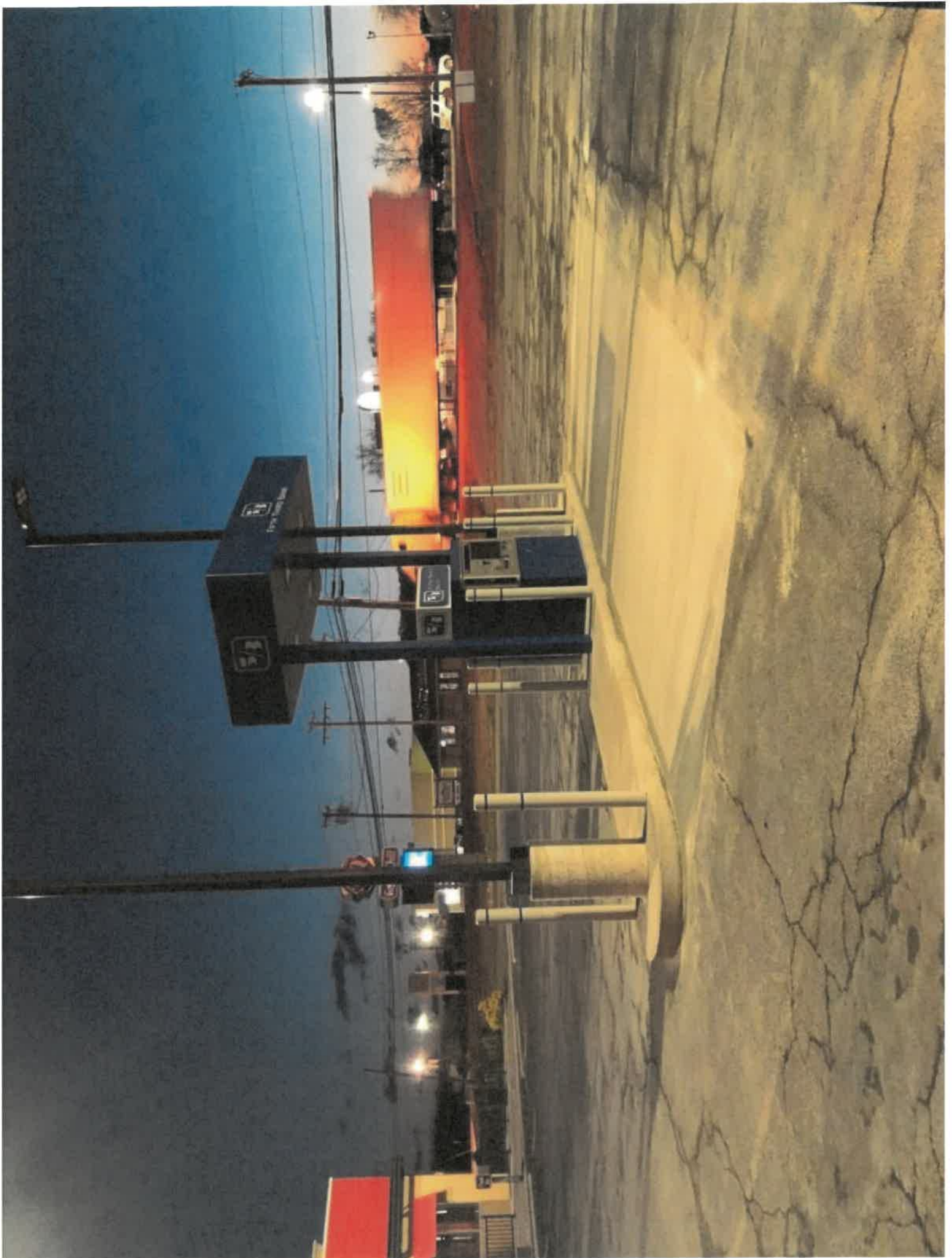
CLEARANCE









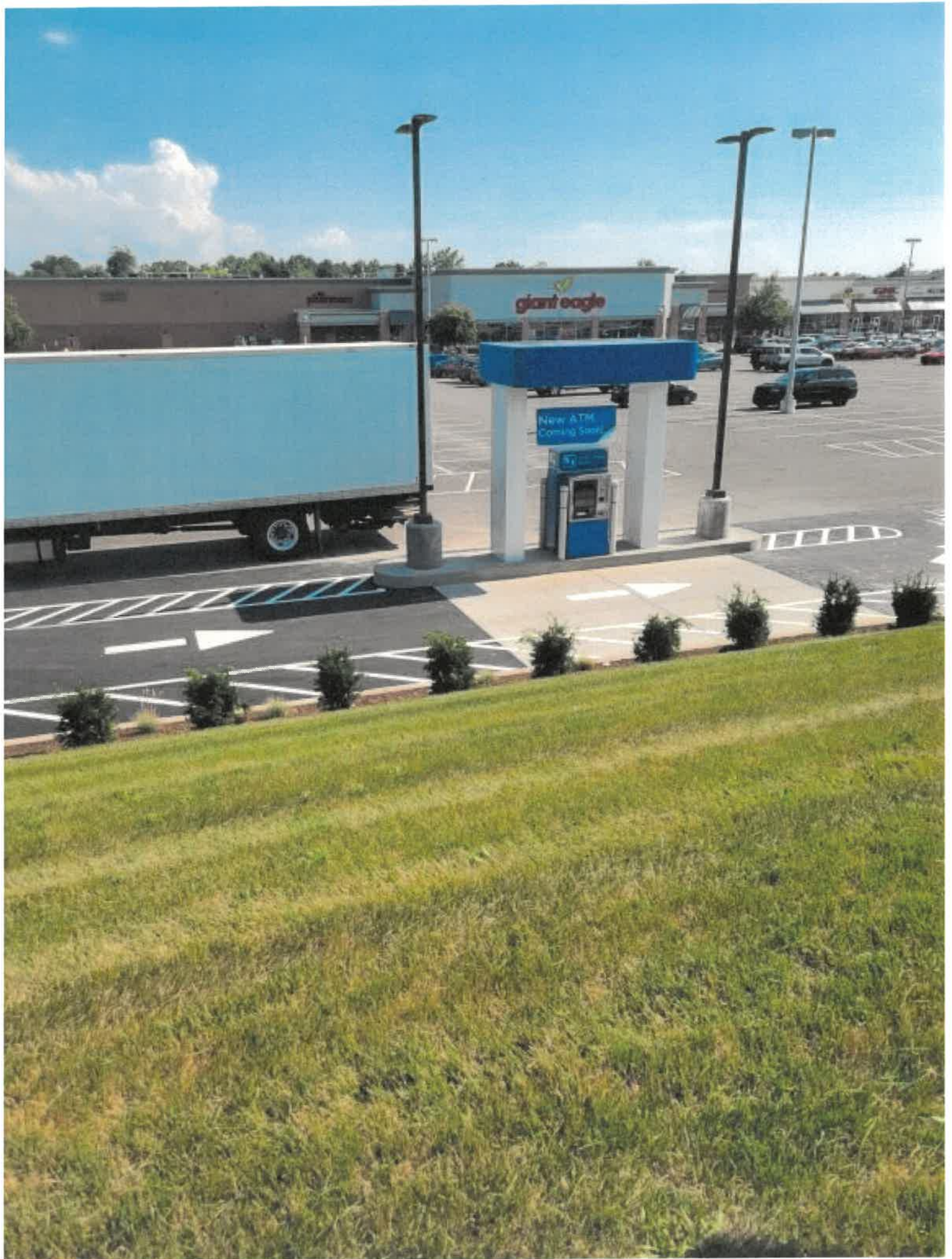




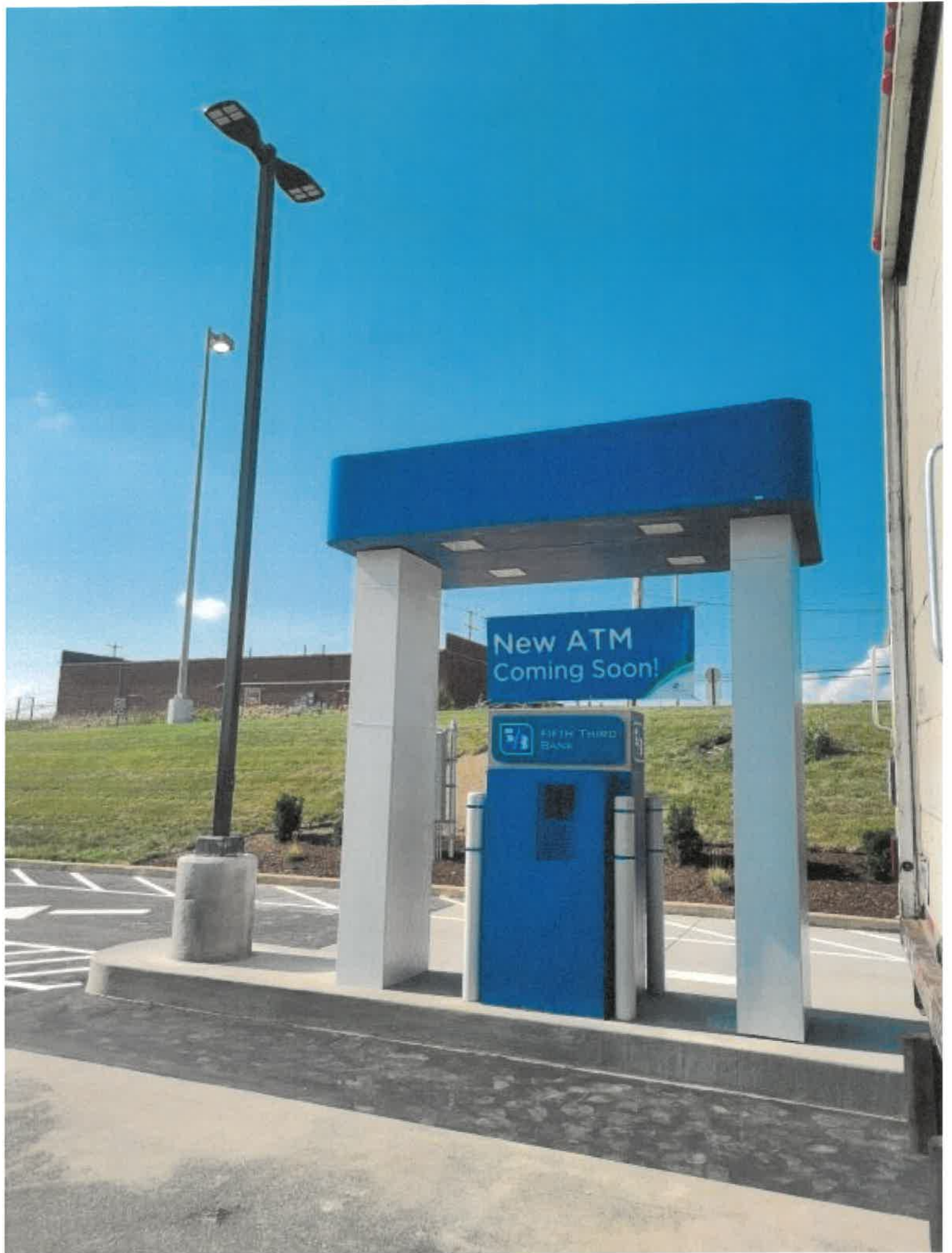
New ATM
Coming Soon!

Fifth Third
Bank

giro eagle



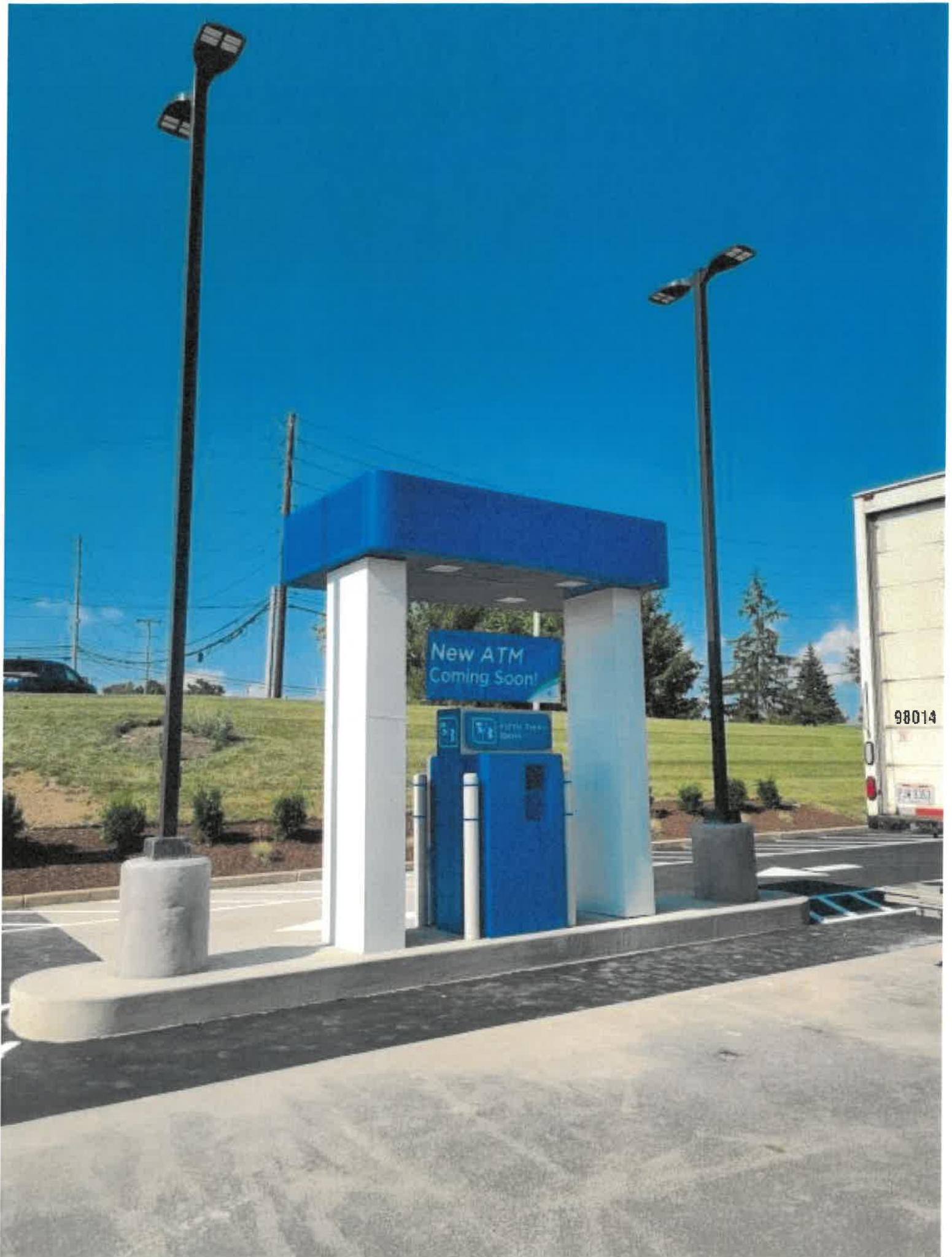






New ATM
Coming Soon!

FIFTH THIRD
BANK



New ATM
Coming Soon!

98014





MEMORANDUM

TO: Mark Schwieterman, Interim City Manager
FROM: Ben Graham, Zoning and Planning Coordinator
DATE: December 12, 2024
SUBJECT: **BZA 24-15** – 304 North Dixie Drive - Variance from City Code Section 1218.04(j)(2) “Minimum Lot Frontage”

General Information

Applicant: North Point Community Church
Robert Hussong
126 Inverness Avenue
Vandalia, Ohio 45377

Existing Zoning: Neighborhood Business (NB)

Location: 304 North Dixie Drive
Vandalia, Ohio 45377

Previous Case(s): PC 24-15¹

Requested Action: Approval

Exhibits: 1- Application
2- Owner Letter
3- Criteria Responses
4- Location Map
5- Interior Layout
6- Parking Agreement Letters

Background

The Applicant, Robert Hussong, on behalf of North Point Community Church has requested a variance to not meet the minimum lot frontage requirement. The Applicant submitted a variance to allow a place of worship to have 50 feet of lot frontage. City Code Section 1218.04(j)(2) provides that the minimum frontage shall be 100 feet or the minimum lot frontage of the applicable zoning district,² whichever is larger.

¹ The Applicant is pursuing a conditional use concurrently with this variance application to allow a place of worship in a Neighborhood Business (NB) zoning district.

² There is no minimum lot frontage requirement in the (NB) zoning district.

The church plans to use most of the building, and the Crossroads Railroad Club will remain in the basement. The congregation will meet on Sunday mornings and will have some small groups that will meet a few times during the week. The railroad club meets on Tuesday evenings. The Applicant supplied two letters from M-Power Gym, Masonic Temple, and Vandalia Tactical giving them permission to use their parking lots for overflow parking.

The Applicant stated in his Letter of Justification that the current building is vacant and there will be no detriments to a church being present there. “There are many possibilities in how the church could be useful to the community, neighborhood, and businesses next door.”

Variance Criteria

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative, to determine the following:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

Applicant Response: The property would have use without a variance, however the building currently is vacant

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

- (2) Whether the variance is substantial;

Applicant Response: I do not believe that this variance request is a substantial request

BZA Comment: The Board agreed that the variance is not substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

Applicant Response: There are no known detriments to the church being present here. Though there are many possibilities in how the church could be useful to the community, neighborhood, and businesses next door.

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

Applicant Response: This variance request will pose no adverse effect to any delivery of government service(s).

BZA Comment: The Board agreed the variance would not adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

Applicant Response: North Point Community Church has been made aware (at this time) that there are no known zoning restrictions - only a variance to the width of the frontage.

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property. However, The Board believes the new potential owner has knowledge of the zoning restriction.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

Applicant Response: North Point Community Church cannot obtain and use this property without a variance / conditional use waiving the 100' width requirements for church/assembly use.

BZA Comment: The Board agreed that the owner's predicament cannot be obviated without a variance because of the existing lot lines.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

Applicant Response: Yes.

BZA Comment: The Board agreed that substantial justice would be done but does not feel the intent behind the zoning code would be strictly observed by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

Applicant Response: No.

BZA Comment: The Board agreed there were no other relevant factors.

Recommendation

At its meeting on December 11, 2024, the Board of Zoning Appeals voted 4-0 to recommend **approval** of the requested variance from City Code Section 1218.04(j)(2) for the purpose of allowing a place of worship to have a 50-foot lot frontage at 304 North Dixie Drive.

The recommendation of the Board of Zoning Appeals will be forwarded to City Council for their review.



Development & Engineering Services Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

Applicant Name: ROBERT WM. HUSSONG, JR. (NORTH POINT COMMUNITY CHURCH)
Mailing Address: 126 TOWERLESS AVE

OFFICE USE ONLY
Filing Date 11/25/24
Hearing Date 12/11/24
Case No. B2A 24-15

Phone Number: (937) 626-2852
E-mail Address: PASTORRHUSSONG@GMAIL.COM
Owner Name**: _____
Mailing Address: _____

**** If Applicant is other than owner, written consent of owner is required for variance.**

Phone Number: _____

Location of Property

Street Address: 304 N DIXIE DRIVE
(north, south, east, west) side of ROAD (ACROSS FROM NEW WAREHOUSE) feet
(north, south, east, west) from the intersection of DIXIE & NATIONAL

Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: NB Total Acres: _____

Description of the existing use of property: VACANT w/ BALL ROAD CLUB in THE BASEMENT

Description of proposed use of property: CHURCH / ASSEMBLY

Specific Zoning Code provision that applicant is seeking variance from: 1218.04(j)(2)

Variance Requested: Minimum Lot Frontage

Request for zoning certificate was refused on N/A

Applicant must also attach a letter justifying the variance, see page 2, Section C for directions.

Applicant/Owner

Robert Hussong, Jr.
Zoning Administrator

Date

12/01/2024

Date

12/14/24

FILING FEES (office use only):

Residential (\$156.00)

Commercial (\$312.00)

Receipt No.: _____

TOTAL: \$312.00

Variance application requirements and submittal instructions

Turn in the following items for a complete application.

A. **SITE PLAN--** Must submit 5 copies

The applicant/owner shall provide a site plan drawn to scale which shows the following, if applicable:

1. Property/Boundary lines
2. Exterior lot dimensions
3. Size and location of all existing structures
4. Location and size of proposed new construction
5. Setbacks of all structures from property boundary lines
6. Distance between structures
7. Show location of any and all streets, alleys, right-of-ways and easements that are contiguous to the property requesting the Variance
8. Open space, landscaping, signage
9. Photos or graphics that illustrate proposed project

B. **LIST OF PROPERTY OWNERS**

Provide a list of property owners (as recorded in the Montgomery County Auditor's office) adjacent to, contiguous to and directly across the street from the property being considered.

<i>Example:</i>			
<u>Property Address</u>	<u>Parcel I.D. #</u>	<u>Owner Name</u>	<u>Owner Mailing</u>
123 Clubhouse Way	B02 00000 0000	Carol Smith	124 Green Way Vandalia, OH 45377
345 Brown School Rd.	B02 11111 1111	Fred Jones	345 Brown School Rd. Vandalia, OH 45377

C. **LETTER OF JUSTIFICATION**

The applicant shall submit a letter of justification that states how the variance request meets the eight (8) criteria for a variance. See the next section for the standards of a variance and eight criteria that are considered when a variance is given.

D. **VARIANCE REVIEW CRITERIA**

In determining whether a property owner has suffered practical difficulties, the Board of Zoning Appeals and City Council shall weigh the following factors; provided however, an applicant need not satisfy all of the factors and no single factor shall be determinative:

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

- (2) Whether the variance is substantial;
- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;
- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);
- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;
- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;
- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance; and
- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief.

E. VARIANCE REVIEW PROCEDURE

The review procedure for a variance is as follows:

Step 1 – Application

The applicant shall submit an application in accordance with City Code Section 1214.02. Within 10 days of receipt of an application for a variance, the Administrative Officer shall make a determination of completeness in accordance with the provisions of this chapter.

Step 2 – Staff Review and Transmittal to the Board of Zoning Appeals

Upon determination that an application is complete, the Administrative Officer shall transmit the application to the Board of Zoning Appeals for consideration pursuant to the standards set forth in City Code Section 1214.02.

Step 3 – Recommendation by Board of Zoning Appeals

Within thirty days of receipt of a completed application, the Board of Zoning Appeals shall hold a public hearing to consider an application for a variance at its next regular meeting or in a special meeting. The recommendation of the Board shall be based upon the review standard set forth above and transmitted to the Clerk of Council for final decision. Notice of this public hearing must be made in accordance with Section 1214.02 (c) to (g).

Step 4 – Final Decision by City Council

Within thirty days of the date on which the Clerk of Council receives the recommendation of the Board of Zoning Appeals, unless a longer time is requested by the applicant, City Council shall hold a public hearing to determine whether to grant the proposed variance based upon the application and the review standards listed above.

DRAFT

Minutes of the City of Vandalia Board of Zoning Appeals
December 11, 2024

Agenda Items

1. Call to Order
2. Attendance
3. Old Business
4. New Business
 - a. BZA 24-14 Front Yard Drive-Through ATM – 750 West National Road
 - b. BZA 24-15 Minimum Lot Frontage – 304 North Dixie Drive
5. Approval of Minutes
 - a. Board of Zoning Appeal Minutes: November 13, 2024
6. Communications
7. Adjournment

Members Present:	Mr. Mike Flannery, Mr. Mike Johnston, Mr. Rober Wolfe, and Ms. Ashley Franklin
Members Absent:	Mr. Kevin Larger
Staff Present:	Mr. Ben Graham, Zoning and Planning Coordinator
Others Present:	Ms. Kathryn Settimo and Chris Biggers of Bigg Designs, Mr. Robert Hussong

1. Call to Order

Mr. Flannery called the meeting to order at 6:01 p.m. Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council made the final decision on all appeal and variance requests but will not hold a public hearing such as BZA. She noted that City Council would hear the request at the meeting on January 6, 2025, at 7:00 p.m.

2. Attendance

Ms. Franklin made a motion to excuse Mr. Larger. Mr. Johnston seconded the motion. The motion carried 4-0.

3. Old Business

Mr. Graham confirmed that there was no old business.

4. New Business

a. BZA 24-14 Front Yard Drive-Through ATM – 750 West National Road

Mr. Graham gave the report from Staff stating that The Applicant, OptiVia Solutions, on behalf of Fifth Third Bank has requested a variance to allow a front yard drive-through ATM. The Applicant has proposed adding an ATM with a drive-through in the front yard of the Imperial Shopping Center. Table 1224-2 in City Code Section 1224.01(d)(8) states that all drive-through facilities shall be located in the side and rear yards.

Mr. Graham stated the ATM will be placed on a raised curb with a canopy, bollards, two light fixtures, and a clearance bar. The drive-through will have 4 stacking spaces with each space having a width of 12 feet and a length of 18 feet. The drive-through will feature clearly marked barrier lines, directional arrows, and signage painted to indicate "Entry" and "One-Way Exit Only." Additionally, there will be new directional arrows painted around the drive-through for smooth traffic flow. The drive-through will be setback 40 feet from the right-of-way and 20 feet from the side property lines, which meets the minimum building setback requirements.

Mr. Graham added there will be two landscaped islands installed in the parking lot to improve the traffic flow. Staff would recommend that both parking islands on the property be served with a concrete curb, mulch, and shrubs. Staff would also recommend that a shade tree is put on the landscaped island on the west side of the property. Staff would like to highlight that adding these two landscaped islands reduces the total impervious surface coverage across the site. Additionally, this improvement brings the site closer to compliance with the interior landscaping requirements.

Mr. Graham reported that the Applicant stated in their Letter of Justification that “allowing this new drive-up ATM in a visible location would yield a reasonable return in both function and customer satisfaction for the Imperial Shopping Plaza clientele. The alternative location(s) provided in lieu of a variance are neither customer-friendly nor bank-friendly; and such placement would also detrimentally impact the property by impacting nontraditional areas of ingress/egress.”

Mr. Graham referenced the PowerPoint to show the Board the front, side, and rear yards of the Imperial Shopping Center.

Mr. Graham reported that Staff recommends the Board of Zoning Appeals to recommend approval of the requested variance from Table 1224-2 in City Code Section 1224.01(d)(8) for the purpose of allowing a front yard drive-through ATM at 750 West National Road with the following conditions:

1. The parking islands are served with a concrete curb, mulch, and shrubs. The parking island on the west side of the property is served with at least 1 shade tree.
2. The lighting for the drive-through follows the provisions of Section 1226.08 “Outdoor Lighting.”

Mr. Graham referred to the PowerPoint showing the proposed landscaped islands for the drive-through.

Mr. Flannery invited the Applicant to address the Board.

Ms. Kathryn Settimo, on behalf of Bigg Designs, stated she was representing Fifth Third Bank for the potential location at 750 West National Road.

Ms. Settimo asked the Board if they had any questions.

Mr. Flannery asked Ms. Settimo if she understood the conditions placed on the recommendation. Ms. Settimo replied that she has no issues with the conditions and will comply with them.

Mr. Johnston asked about the style and setup of the ATM. Ms. Settimo replied that the ATM will have a canopy with Fifth Third markings on it.

Mr. Johnston asked if the ATM will be running along National Road. Mr. Graham replied yes. Ms. Settimo added that the existing sign will remain.

Hearing no further questions or comments, Mr. Flannery closed the public hearing.

Mr. Flannery then proceeded to the variance review criteria.

- (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

- (2) Whether the variance is substantial;

BZA Comment: The Board agreed that the variance is not substantial.

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

- (4) Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

BZA Comment: The Board agreed that the variance would not adversely affect the delivery of government services.

- (5) Whether the property owner purchased the property with knowledge of the zoning restriction;

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property.

- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

BZA Comment: The Board agreed that the owner's predicament cannot feasibly be obviated without a variance. If the ATM was installed in compliance with the zoning code, it would need to be placed behind the building and would be adjacent to the nearby residential properties.

- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

BZA Comment: The Board agreed that substantial justice would be done and the intent behind the zoning code would be observed by granting the variance.

- (8) Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief; and

BZA Comment: The Board agreed there were no other relevant factors.

Mr. Flannery reported that staff recommends the Board of Zoning Appeals recommend approval of the requested variance from Table 1224-2 in City Code Section 1224.01(d)(8) for the purpose of allowing a front yard drive-through ATM at 750 West National Road with the following conditions:

1. The parking islands are served with a concrete curb, mulch, and shrubs. The parking island on the west side of the property is served with at least 1 shade tree.
2. The lighting for the drive-through follows the provisions of Section 1226.08 “Outdoor Lighting.”

Mr. Flannery called for a motion.

Mr. Wolfe made the motion to recommend approval of the requested variance with the stated conditions. Ms. Franklin seconded the motion. The motion passed 4-0.

Mr. Graham advised the applicant that it would be in his best interest to attend the City Council Study Session on December 16, 2024, at 5:15 p.m. and the City Council Meeting on January 6, 2025, at 7:00 p.m.

b. BZA 24-15 Minimum Lot Frontage – 304 North Dixie Drive

Mr. Graham gave the report from Staff stating that the Applicant, Robert Hussong, on behalf of North Point Community Church has requested a variance to not meet the minimum lot frontage requirement. The Applicant submitted a variance to allow a place of worship to have 50 feet of lot frontage. City Code Section 1218.04(j)(2) provides that the minimum frontage shall be 100 feet or the minimum lot frontage of the applicable zoning district, whichever is larger.

Mr. Graham stated that the church plans to use most of the building, and the Crossroads Railroad Club will remain in the basement. The congregation will meet on Sunday mornings and will have some small groups that will meet a few times during the week. The railroad club meets on Tuesday evenings. The Applicant supplied two letters from M-Power Gym, Masonic Temple, and Vandalia Tactical giving them permission to use their parking lots for overflow parking.

Mr. Graham reported that the Applicant stated in his Letter of Justification that the current building is vacant and there will be no detriments to a church being present there. “There are many possibilities in how the church could be useful to the community, neighborhood, and businesses next door.”

Mr. Graham reported that Staff recommends the Board of Zoning Appeals to recommend approval of the requested variance from City Code Section 1218.04(j)(2) for the purpose of allowing a place of worship to have a 50-foot lot frontage at 304 North Dixie Drive.

Mr. Flannery invited the Applicant to speak.

Mr. Robert Hussong stated she was representing North Point Community Church for the potential location at 304 North Dixie Drive.

Mr. Hussong asked the Board if they had any questions because Mr. Graham summed the variance request up perfectly.

Mr. Wolfe inquired about the frequency of the church's gatherings. Mr. Hussong explained that the church plans to hold Sunday morning services from 10:00 a.m. to 12:00 p.m. with full attendance, youth group meetings on Wednesdays with fewer than 20 participants, monthly board meetings with approximately eight attendees, and staff meetings with fewer than five individuals.

Mr. Hussong stated that Sunday mornings would be the primary time of use, with occasional events on Saturdays. He is aware of the calendar that M-Power Gym publishes and does not want to obstruct the frontage of the buildings of M-Power Gym and Vandalia Tactical, but rather use the available parking along the grass. There is parking available with Oscars with that property being closed and there are 25-27 parking spots along the Masonic Temple. He assured the congregation would have sufficient parking, even at maximum capacity.

Mr. Wolfe asked what happens when Oscar's re-opens with their limited parking. Mr. Graham clarified that shared parking arrangements are ultimately decided by property owners. He added that the applicant has supplied two letters from neighboring property owners agreeing to shared parking. Furthermore, the zoning code does not impose minimum parking space requirements.

Mr. Flannery commented that, given the church's primary usage on Sunday mornings, there would likely be no conflicts with operations at the Masonic Temple during that time.

Mr. Wolfe asked what the plan is if the church outgrows their current site. Mr. Hussong replied that the average attendance would be 1 vehicle per 3 individuals. If they get to a point with overgrowing the site because they are moving to a Wednesday night service, they will purchase another unit.

Ms. Franklin inquired whether businesses solely own the parking spaces in front of their buildings. Mr. Graham confirmed this to be the case.

Ms. Franklin also asked if properties could post signs designating parking areas, to which Mr. Wolfe added a question about the ability to tow unauthorized vehicles. Mr. Graham affirmed both points, providing an example of Apex Woodworking, the previous tenant, towing customer vehicles from M-Power Gym when they occupied the building. However, Ms. Hussong remarked that towing vehicles is not a neighborly practice.

Mr. Graham noted that there is no expectation of Oscar's reopening in the near future.

Hearing no further questions or comments, Mr. Flannery closed the public hearing.

Mr. Flannery then proceeded to the variance review criteria.

1. Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without a variance;

BZA Comment: The Board agreed the property in question will yield a reasonable return and the property has a beneficial use without granting of the variance.

2. Whether the variance is substantial;

BZA Comment: The Board agreed that the variance is not substantial.

3. Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment as a result of the variance;

BZA Comment: The Board agreed that granting the variance would not substantially alter the character of the neighborhood.

4. Whether the variance would adversely affect the delivery of government services (i.e., water, sewer, garbage);

BZA Comment: The Board agreed that the variance would not adversely affect the delivery of government services.

5. Whether the property owner purchased the property with knowledge of the zoning restriction;

BZA Comment: The Board agreed the property owner did not have knowledge of the zoning restriction before purchasing the property. However, The Board believes the new potential owner has knowledge of the zoning restriction.

6. Whether the property owner's predicament feasibly can be obviated through some method other than a variance;

BZA Comment: The Board agreed that the owner's predicament cannot be obviated without a variance because of the existing lot lines.

7. Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance;

BZA Comment: The Board agreed that substantial justice would be done but does not feel the intent behind the zoning code would be strictly observed by granting the variance.

8. Any other relevant factor to assist the Board of Zoning Appeals in weighing and balancing the public and private benefits and harms of the requested relief; and

BZA Comment: The Board agreed there were no other relevant factors.

Mr. Wolfe reported that staff recommends the Board of Zoning Appeals recommend approval of the requested variance from City Code Section 1218.04(j)(2) for the purpose of allowing a place of worship to have a 50-foot lot frontage at 304 North Dixie Drive.

Mr. Flannery called for a motion.

Mr. Johnston made the motion to recommend approval of the requested variance. Mr. Wolfe seconded the motion. The motion passed 4-0.

Mr. Graham advised the applicant that it would be in his best interest to attend the City Council Study Session on December 16, 2024, at 5:15 p.m. and the City Council Meeting on January 6, 2025, at 7:00 p.m.

5. Approval of Minutes

a. Board of Zoning Appeal Minutes: November 13, 2024

Ms. Franklin made a motion to approve the November 13, 2024, Meeting Minutes. Mr. Johnston seconded the motion. The motion passed 3-0-1 with Mr. Flannery abstaining.

6. Communications

Mr. Graham reported there are no hearing items for December 25, 2024, and thus no meeting. The next possible meeting date is January 8, 2024.

Mr. Wolfe wished the Board a Merry Christmas.

7. Adjournment

Ms. Franklin made a motion for adjournment. Mr. Wolfe seconded the motion.

The meeting was adjourned at 6:33 p.m.

Mike Flannery
Chair



HERITAGE REALTORS

356 NORTH
VANDALIA, OH 45377

FAX (937) 454-6296
W O COLDWELL BANKER & SONS

To City of Vandalia Development and Engineering
Re: Application for zoning action for 304-306 N. Dixie Dr.
Vandalia, Ohio

11/15/24

As owners of 304-306 N. Dixie Dr. we give consent to the current buyers (Robert Hussong-
North Point Community Church of the Nazarene) to proceed with Zoning Action application
for this property.

Please contact our listing Realtor with any thoughts, or questions . James F. Cannon,
Coldwell Banker Heritage, Vandalia, O. 1-937-623-9888 , email :
james.cannon@CBCommercial-Heritage.com

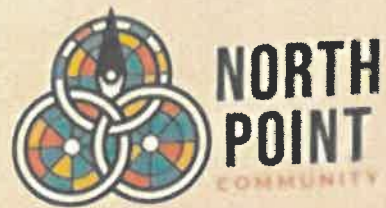
Thank you for your consideration,

Douglas H. Gibson 11-14-24
Douglas Gibson Date

Sandra Gibson 11-15-24
Sandra Gibson Date

7830 Kessler Frederick Rd.
Tipp City, Ohio 45371

Address



This document ensures that a good faith agreement has been reached between the neighboring units of the future site of North Point Community Church (304/306 N Dixie Dr). North Point Community Church has confirmed with Vandalia Tactical (312 N Dixie Dr), M-Power Gym (270 N Dixie Dr) and Vandalia Masonic Temple (246 N Dixie Dr) between the hours of 10:00 am and 12:00 pm on Sundays that congregants will be able to share parking spaces along the west side of the parking lot (grass side near Dixie/25A), the spaces located along the south side of the building, and spaces around the Masonic Temple Lodge.

Vandalia Tactical Brandon H. Estep
Brandon Estep

Masonic Temple Lodge Brandon H. Estep
Brandon Estep

M-Power Gym _____
Mike Baker / Will Ashcraft

North Point Community Church Pastor Robert Hussong IV
Pastor Robert Hussong IV



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Vandalia Tactical _____
Brandon Estep

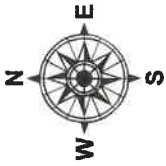
Masonic Temple Lodge _____
Brandon Estep

M-Power Gym _____
Mike Baker / Will Ashcraft

North Point Community Church _____
Pastor Robert Hussong IV

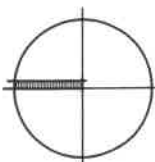
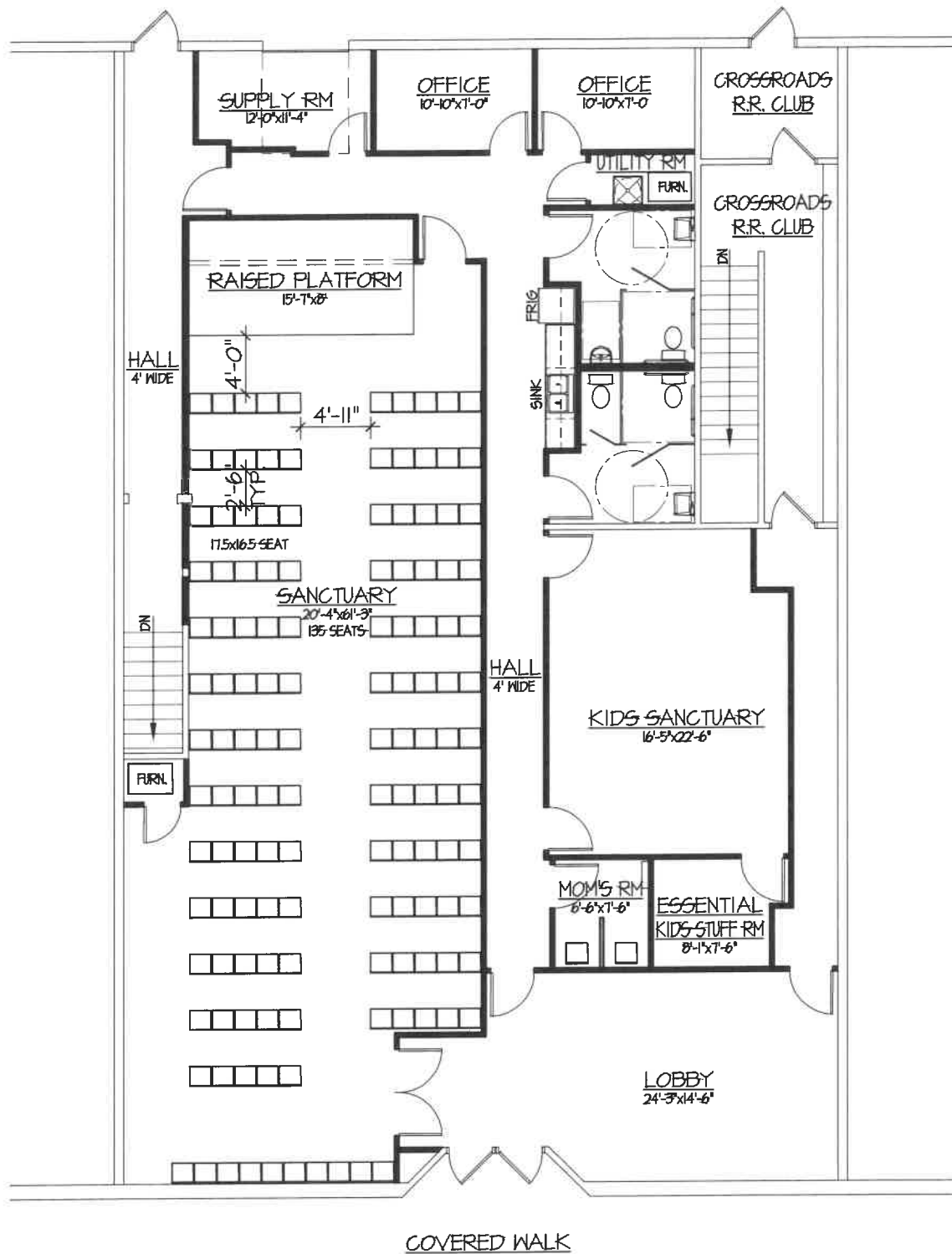
City of Vandalia Board of Zoning Appeals
304 North Dixie Drive

BZA 24-15 Minimum Lot Frontage



1 inch = 25 feet





NORTH POINT COMMUNITY CHURCH - VANDALIA, OH

PRELIM FLOOR PLAN - C.1

SCALE: 3/32" = 1'-0"

DATE: 12/01/2024

MEMORANDUM

TO: Mark Schwieterman, Interim City Manager
FROM: Michael Hammes, AICP, City Planner
DATE: December 11, 2024
SUBJECT: PC 24-15 – Conditional Use (Place of Worship) – 304 North Dixie Drive

General Information

Applicant: Robert Hussong
North Point Community Church
126 Inverness Avenue
Vandalia, Ohio 45377

Owner: Douglas & Sandra Gibson
7830 N Kessler-Frederick Road
Tipp City, Ohio 45371

Existing Zoning: Neighborhood Business (NB)

Location: 304 North Dixie Drive
B02 00114 0007

Acreage: 0.2445 Acres +/-

Previous Case(s): None

Requested Action: Approval

Exhibits: 1 – Application
2 – Interior Layout

Application Background

Mr. Robert Hussong, on behalf of North Point Community Church, has submitted an application requesting Conditional Use approval for the property at 304 North Dixie Drive. The applicant seeks to establish a Place of Worship on the property. Places of Worship are a Conditional Use in the NB – Neighborhood Business district.

The applicant plans to convert 304 North Dixie Drive into a community church featuring a worship space and other amenities.

Surrounding Zoning / Uses

The site is located along North Dixie Drive. Surrounding uses include Vandalia Tactical, MPower Gym, and the former Oscar's restaurant. Dayton International Airport is located to the west of the site, while single-family residential homes are located to the east.

Surrounding zoning districts are as follows:

Direction	District
North	Neighborhood Business (NB)
South	Neighborhood Business (NB)
East	Residential Single-Family (RSF-3)
West	City of Dayton AP - Airport

Other Considerations

Religious institutions, defined generally by the Zoning Code as “Places of Worship”¹, are permitted with standards in all districts except the Neighborhood Business and Office Service districts, where they are a Conditional Use.² Places of Worship must be located on a thoroughfare or arterial street and must have 100 feet of frontage.

In this case, the proposed church would be located along North Dixie, which is designated as a thoroughfare. As the parcel has only 50 feet of frontage, the applicant has filed a variance application for the frontage requirement.³

Typically, the 100-foot frontage requirement is intended to ensure adequate space for visitors to the site.⁴ The applicant has obtained permission from adjacent property owners to share parking. With shared parking in place, Staff feels that the intent of the code is satisfied.

¹ Vandalia Zoning Code, Chapter 1244, defines a Place of Worship as follows: “A religious institution that a congregation of any denomination, that regularly attend to participate in or hold religious services, meetings and other activities, including buildings in which the religious services are held and which may include accessory indoor uses such as, but not limited to, day care or educational institution facilities.”

² Vandalia Zoning Code, Table 1218-1.

³ The variance application, BZA 24-15, is scheduled for BZA review on December 11, 2024.

⁴ Other uses that feature the 100-foot frontage requirement include Indoor Commercial Recreational Facilities, where large numbers of visitors could be expected at specific times for events or performances.

Review Criteria

The Planning Commission shall not recommend in favor of an application for a conditional use permit unless it finds the following:

Conditional Use Permit Criteria⁵

- (1) The establishment, maintenance, or operation of the conditional use would not be detrimental to or endanger the public health, safety, morals or general welfare;

Staff Comment: Staff feels that the use would meet this criterion as proposed.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

- (2) The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or will not substantially diminish and impair property value within the neighborhood;

Staff Comment: Staff feels that the conditional use would not be injurious to the use and enjoyment of other property in the vicinity, nor would property values be negatively impacted.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

- (3) The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;

Staff Comment: The proposed conditional use does not appear likely to impede the development or improvement of any surrounding property.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

- (4) Adequate utilities, access roads, drainage and other necessary facilities have been or are being provided;

Staff Comment: Staff feels that the site already has access to utilities, roads, and other facilities necessary for the proposed conditional use.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

⁵ Vandalia Zoning Code, Section 1214.05(e) "New Conditional Uses and Major Changes to an Existing Conditional Use Review Criteria"

Conditional Use Permit Criteria (Cont'd)

- (5) Adequate measures have been or will be taken to provide ingress and egress so designed to minimize traffic congestion in the public streets; and

Staff Comment: Staff feels that the existing design of the parking area, coupled with the arrangements for shared parking, will adequately minimize congestion.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

- (6) The conditional use will be located in a district where such use is permitted and that all requirements set forth in this code and applicable to such conditional use will be met.

Staff Comment: Staff feels the conditional use will be located in a district where such use is conditionally permitted. With the exception of the frontage requirement, for which a variance is pending, all other requirements have been or will be met.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

Recommendation

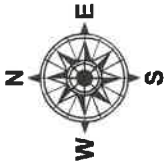
Based on the above, the proposed conditional use appears to meet the relevant criteria for approval.

On December 10th, 2024, the Planning Commission voted 4-0 to recommend **approval** for the proposed conditional use permit allowing a “Place of Worship” use at 304 North Dixie Drive within the Neighborhood Business (NB) zoning district, subject to the following conditions:

1. No use shall commence under this Conditional Use approval unless and until a variance is granted for the 100-foot frontage requirement.

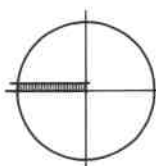
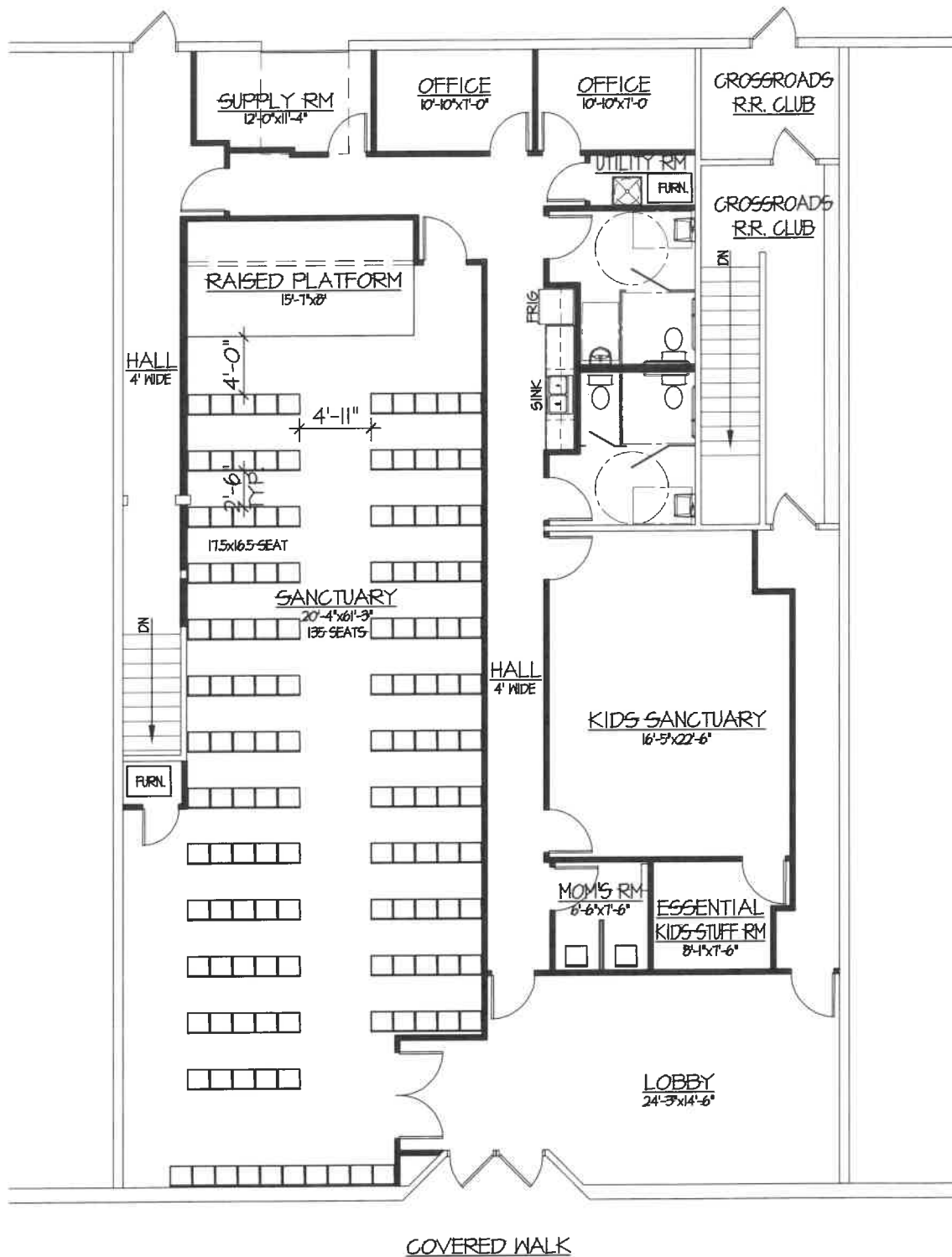
The recommendation of the Planning Commission is hereby forwarded to Council for their review.

City of Vandalia Board of Zoning Appeals
304 North Dixie Drive
BZA 24-15 Minimum Lot Frontage



1 inch = 25 feet





NORTH POINT COMMUNITY CHURCH - VANDALIA, OH

PRELIM FLOOR PLAN - C.1

SCALE: 3/32" = 1'-0"

DATE: 12/01/2024