

**May 5, 2025
Study Session
Study Session – 6:15 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.

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Meeting ID: 852 8883 4157

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

1. Monday, May 5, 2025
 - A. Items on this evening's Council Meeting agenda (Mayor Herbst)
2. Monday, May 19, 2025
 - A. Ordinance: Land Acquisition Note – Stonequarry Crossing (Mrs. Carnes)
 - B. Ordinance: Bond Anticipation Note – Fire Engine 2016 BAN & Fire Ladder Truck 2021 BAN (Mrs. Carnes)
 - C. Variance: BZA 25-0005 - 221 North American – Accessory Structure Total Area (Mr. Cron)
3. Discussion
 - A. Boards & Commissions Appointment – Mary Zellmer – Vandalia Arts Council (Mr. Althouse)
 - B. Legislative Calendar (Mayor Herbst)
4. Executive Session

These icons illustrate which strategic goals Council Actions align to



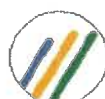
Opportunity
Be known regionally as a top-tier suburb through top-tier City services.



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.

Memo

To: Kurt E. Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: April 30, 2025

Re: Land Acquisition Note

The Land Acquisition Note issued for the acquisition of land for the Stonequarry Crossing development matures on July 22, 2025. The total amount due is \$1,399,000 in principal plus interest. The 2025 Budget includes a principal payment of \$127,000, plus an interest payment amount of \$95,000. The maturity date on the new note (\$1,272,000) will be in July of 2026. The debt is scheduled to be paid in full in 2036.

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

ORDINANCE NO. 25-_____

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF
NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,272,000, IN
ANTICIPATION OF THE ISSUANCE OF BONDS, TO PROVIDE
MONEYS FOR THE RETIREMENT OF THE CITY'S OUTSTANDING
TAXABLE LAND ACQUISITION NOTES, SERIES 2024, AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Vandalia, Ohio (the "*City*") is authorized by virtue of the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165, Ohio Revised Code (the "*Act*"), among other things, to issue bonds or notes to acquire, construct, equip, furnish, or improve a "project" as defined in Section 165.01, Ohio Revised Code, for the purpose of creating or preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio; and

WHEREAS, to create and preserve jobs and employment opportunities, the City heretofore acquired approximately 201 acres of real property bounded generally by U.S. Route 40, Peters Pike, Stone Quarry Road and Dog Leg Road for disposition to private companies for development as commercial and industrial projects; and

WHEREAS, pursuant to Ordinance No. 24-10 passed June 17, 2024, notes in anticipation of bonds in the amount of \$1,399,000, dated July 23, 2024 (the "*Outstanding Notes*"), were issued for the purpose stated in Section 1, to mature on July 22, 2025; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City;

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

Section 1. It is necessary to issue bonds of this City in the maximum principal amount of \$1,272,000 (the "*Bonds*") for the purpose of acquiring approximately 201 acres of real property bounded generally by U.S. Route 40, Peters Pike, Stone Quarry Road and Dog Leg Road in support of economic development and job creation within the City (the "*Project*").

Section 2. The Bonds shall be dated approximately July 1, 2026, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in ten (10) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2026.

Section 3. It is necessary to issue and this Council determines that notes in the maximum principal amount of \$1,272,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.50% per

year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance. The Notes shall be issued pursuant to the laws of the State of Ohio, including, without limitation, Section 13 of Article VIII, Ohio Constitution, and Chapter 165, Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "Paying Agent").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations of \$100,000 (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Fund (as defined below).

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. This Council hereby determines that the Project is a "project" as defined in the Act and is consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution; that the utilization of the Project is in furtherance of the purposes of the Act and will benefit the people of the City and of the State of Ohio by creating and preserving jobs and employment opportunities and improving the economic welfare of the people of the City and of the State of Ohio; and that the amount necessary to finance the Project will require the issuance, sale and delivery of the Notes, which Notes shall be payable and secured as provided herein.

Section 10. The Notes are special obligations of the City, the principal of and interest on which are payable solely from the proceeds of the Bonds and by a pledge of and lien on the Nontax Revenues established by and as provided in this Ordinance which are on deposit in the Bond Fund, all as described below. The City covenants that to the extent the Notes will not be paid fully from Nontax Revenues, it will do all things necessary for the issuance of the Bonds or renewal bond anticipation notes in an appropriate amount to provide for the payment of the principal of and interest on the Notes on the maturity date of the Notes.

There was heretofore created by the City a separate fund named the Economic Development Bond Retirement Fund (the "*Bond Fund*") into which Nontax Revenues shall be deposited in accordance with the following provisions.

The City hereby covenants and agrees that on or before any date on which principal or interest is payable on the Notes it shall deposit into the Bond Fund from Nontax Revenues selected by the City or proceeds from the Bonds or renewal bond anticipation notes as determined by the City, an amount equal to the amount of principal and/or interest due on the Notes on that date, less, in the discretion of the City, any interest earnings or other moneys accumulated in the Bond Fund which have not theretofore been used as a credit against a prior payment obligation. Moneys in the Bond Fund shall be used solely and exclusively to pay principal and interest on the Notes and the Bonds when due.

The City hereby covenants and agrees that so long as the Notes are outstanding, it will appropriate and maintain sufficient Nontax Revenues each year to make each payment due under this Section and to pay principal and interest when due; *provided, however*, the amount of such appropriation may be reduced by the amount of any Bonds or renewal bond anticipation notes issued for the purpose of refunding the Notes and payments due hereunder and under the Notes are payable solely from the proceeds of the Bonds and the Nontax Revenues, which Nontax Revenues are hereby selected by the City pursuant to Section 165.12 of the Ohio Revised Code as moneys that are not raised by taxation. The Notes are not secured by an obligation or pledge of any moneys raised by taxation. The Notes do not and shall not represent or constitute a debt or pledge of the faith or credit or taxing power of the City, and the registered owners of the Notes have no right to have taxes levied by the City for the payment of principal of and interest on the Notes.

Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest on the Notes any funds or revenues from any source other than proceeds of the Bonds and Nontax Revenues. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Notes.

For purpose of this Ordinance, "*Nontax Revenues*" shall mean all moneys of the City which are not moneys raised by taxation, to the extent available for such purposes, including, but not limited to the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute; (c) fines and forfeitures which are deposited in the City's General Fund; (d) fees deposited in the City's General Fund from properly imposed licenses and permits; (e) investment earnings on the City's General Fund and which are credited to the City's General Fund; (f) investment earnings of other funds of the City that are credited to the City's General Fund; (g) proceeds from the sale of assets which are deposited in the City's General Fund; (h) rental income which is deposited in the City's General Fund; (i) gifts and donations; and (j) proceeds from the sale of any portion of the Project.

Section 11. The Director of Finance is authorized and directed to provide the notification required by Section 165.03(D) of the Ohio Revised Code to the Director of the Ohio Department of Development.

Section 12. The Director of Finance is authorized to request a rating for the Notes from Moody's Ratings or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The services of Bradley Payne, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding special obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to permit the City to issue revenue notes under Chapter 165 of the Ohio Revised Code in order to create or preserve jobs and employment opportunities and improve the economic welfare of the people of the City and the State of Ohio and to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage provided it receives the affirmative vote of five Council members; otherwise, it shall take effect and be in force at the earliest period allowed by law.

Passed this _____ day of _____, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt Althouse
Clerk of Council

NOTE REGISTRAR AGREEMENT

This NOTE REGISTRAR AGREEMENT (the “*Agreement*”) is made and entered into as of July 17, 2025, and under the circumstances summarized in the following recitals, by and between the City of Vandalia, Ohio (the “*Issuer*”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and U.S. Bank Trust Company, National Association, in Columbus, Ohio (the “*Note Registrar*”), a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in connection with the issuance and servicing of \$1,272,000 Taxable Land Acquisition Notes, Series 2025, dated July 17, 2025 (the “*Notes*”):

A. By Ordinance No. 25-_____ passed by the City Council of the Issuer on June 16, 2025 (the “*Note Ordinance*”), and the Certificate of Award dated July 1, 2025 and signed by the Director of Finance pursuant to the Note Ordinance (the “*Certificate of Award*” and together with the Note Ordinance, the “*Note Legislation*”), a copy of which is attached hereto as **EXHIBIT A**, the Issuer has authorized the issuance and sale of the Notes.

B. By the Note Legislation and pursuant to Section 9.96 and Chapter 165 of the Ohio Revised Code, the Issuer has appointed the Note Registrar as its agent to act as note registrar, transfer agent and paying agent for and in connection with the Notes, and has authorized and directed the Note Registrar to keep all the books and records necessary for registration, exchange and transfer of the Notes (the “*Note Register*”).

C. The Issuer has determined that the Notes will be initially issued and issuable in book entry form, with one fully registered Note, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“*DTC*”). The fully registered Note will be deposited with and retained in the custody of DTC or the Note Registrar as its agent pursuant to any custodial relationship between the Note Registrar and DTC with respect to the holding of the Note by the Note Registrar under the DTC-FAST system for use in a book entry system. The Issuer has executed, and DTC has accepted, a Blanket Issuer Letter of Representations to DTC (the “*DTC Letter*”) pertaining to the book entry system, a copy of which DTC Letter is included in the transcript of proceedings for the Notes.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Note Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer and the Note Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Notes:

(a) The Issuer will deliver to the Note Registrar no later than two (2) business days prior to the day set for delivery of the Notes to the Original Purchaser (the “*Closing*”) one (1) Note certificate, completed with number, principal amount, and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing.

(b) The Note Registrar shall review the Note to be delivered at the Closing to confirm the number, principal amount, interest rate, denomination and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Note, in the Note Register, all so as to permit delivery of that Note at the time and place of the Closing.

(c) At least two (2) business days prior to the Closing, the fully executed Note shall be delivered to DTC, or retained by the Note Registrar as DTC's agent pursuant to a custodial relationship between the Note Registrar and DTC with respect to the holding of the Note by the Note Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Note or interests in the Note until payment for the Note has been made by _____, in _____, (the "Original Purchaser") to the Issuer.

(d) Upon confirmation by the Issuer of its receipt of payment of the purchase price for the Notes, the Note Registrar, on behalf of the Issuer, will contact DTC and authorize the release and delivery of the Notes.

(e) [As requested by the Original Purchaser and in accordance with the Note Legislation, the Note Registrar shall establish a Cost of Issuance Fund and provide for the payment of certain costs of issuance of the Notes as described in the Certificate of Award and **EXHIBIT B**. Any balance remaining in the Cost of Issuance Fund after thirty (30) days from the date of this Agreement shall be forwarded to the Issuer and the Cost of Issuance Fund shall be closed. For this service, the Note Registrar shall be paid a fee of \$ _____ at Closing. These funds will be held uninvested.]

(f) The Issuer consents to the Note Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Note Registrar and DTC with respect to the holding of the Notes by the Note Registrar under the DTC-FAST system.

Section 2. The Note Registrar does not hold in safekeeping any additional note forms, but will notify the Issuer of any need for additional note forms in sufficient time to permit an adequate supply to be available to provide for future transfers, as agreed upon by the Issuer and the Note Registrar.

Section 3. So long as any of the Notes remain outstanding, the Note Registrar will keep and maintain, at its designated corporate trust office, the Note Register, initially its Columbus, Ohio corporate trust office, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Notes (the "Owners"), and shall perform, without limitation, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Notes, all in accordance with this Agreement, the Note Legislation, Section 9.96 of the Ohio Revised Code, the DTC Letter and any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

As used in this Section:

"Book Entry Form" or "Book Entry System" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may

be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the Issuer and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the Issuer or the Note Registrar is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“*Depository*” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in Book Entry Form, and includes and means initially DTC.

“*Participant*” means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes shall be originally issued to a Depository for use in a Book Entry System and: (a) such Notes shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Note representing the entire Note issue; and (c) such Notes shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Note Legislation. The owners of book entry interests in the Notes shall not, except as provided in the Note Legislation, have any right to receive Notes in the form of physical securities or certificates. The Issuer and the Note Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

The Issuer and the Note Registrar will recognize and treat the Depository as the owner of the Notes for all purposes, including payment of debt charges and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the Issuer nor the Note Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of (a) payments of debt charges paid on the Notes, or (b) notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Notes for use in a Book Entry System, the Issuer may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Note Legislation. If the Issuer does not or is unable to do so, the Issuer, after the Note Registrar, at the direction of the Issuer, has made provision for notification of the owners of book entry interests in the Notes by

appropriate notice to the then Depository, shall permit withdrawal of the Notes from the Depository or its agent, and shall deliver Note certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of Issuer action or inaction, such withdrawal and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Notes), of those persons requesting that delivery. Such replacement Notes shall be in Authorized Denominations.

The Issuer and the Note Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the Issuer in the DTC Letter.

Section 4. In accordance with the Note Legislation and except as provided with respect to Notes in Book Entry Form as provided in Section 3 hereof, the Note Registrar shall:

(a) Exchange or transfer Notes upon presentation and surrender at the designated corporate trust office of the Note Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Note Registrar, and shall complete and deliver new Notes to the Owner or the new Owner of the transferred Notes or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered. The new Notes will bear interest at the same rate and mature on the same date as the surrendered Notes.

(b) Record the exchange or transfer of any Note on the Note Register.

(c) If manual signatures on behalf of the Issuer are required, undertake the above actions only after the new Notes are signed by the authorized officers of the Issuer.

(d) Complete the transfer or exchange and delivery of the new Notes, in accordance with the standards and conditions applicable to registered corporate securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

Section 5. Every exchange or transfer of the Notes will be made without charge to the Owners, except that the Issuer and the Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 6. The Notes shall not be subject to redemption prior to maturity.

Section 7. The Note Registrar shall complete, deliver and register new Notes to replace Notes lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Director of Finance together with evidence of indemnification by the Owner of the Issuer and the Note Registrar in a form satisfactory to the Issuer and the Note Registrar.

Section 8. The Note Registrar shall cancel any Notes surrendered to it pursuant to the Note Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Notes shall be made to the Director of Finance by the

Note Registrar upon written request. Unless otherwise directed by the Issuer or other lawful authority, cancelled Notes shall be retained and stored by the Note Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the Issuer, the cancelled Notes may, at the direction of the Director of Finance, be either returned to the Issuer or destroyed by the Note Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Note Registrar to the Director of Finance.

Section 9. The Note Registrar shall retain and store the Note Register for seven (7) years after payment of all of the Notes. At any time and upon request by the Issuer, the Note Registrar shall permit the Issuer to inspect the Note Register and will provide the Issuer with a copy of the Note Register. The Note Registrar and the Issuer acknowledge that pursuant to Section 9.96 of the Ohio Revised Code the Note Register is not a "public record" under Ohio law. In the event of a request to the Note Registrar by any person other than the Issuer for inspection of the Note Register, the Note Registrar shall notify the Director of Finance and will not permit that inspection unless it is approved by the Director of Finance, except that the Note Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 10. The Note Registrar shall pay the debt charges on the Notes in accordance with the Note Legislation and the DTC Letter, but only from money deposited with the Note Registrar by the Issuer for that purpose. The Issuer shall cause funds to be on deposit with the Note Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Note Registrar will keep and maintain records of its receipt of moneys from the Issuer and its disbursement of those moneys and will make those records available to the Director of Finance upon request.

Section 11. The Note Registrar agrees to undertake the duties and obligations and to perform all services contemplated to be performed under this Agreement. For its ordinary services, the Issuer shall pay the Note Registrar a single one-time fee of \$ _____ within thirty (30) days after the Closing, plus reasonable out-of-pocket expenses, disbursements and advances made by the Note Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Note Registrar hereby acknowledges to be the compensation due to it during the life of the Notes for the performance of its ordinary services contemplated by this Agreement. If the Note Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Note Registrar shall promptly provide written notice thereof to the Issuer. Payment of the Note Registrar's fees and expenses for such extraordinary services shall be made by the Issuer only after such notice and shall be subject to Issuer approval and appropriation of funds for that purpose.

Section 12. In the absence of bad faith on its part in the performance of its services under this Agreement, the Note Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Note Registrar may apply to the Director of Finance for instructions, and may, with the consent of the Issuer, consult with bond counsel for the Issuer, or, in the discretion of the Note Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; *provided, however*, that before relying upon the opinion of its own counsel it shall furnish to both the Issuer and to bond counsel for the Issuer a copy of such opinion.

Section 13. No provision of this Agreement shall be construed to relieve the Note Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) the Note Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) no provision of this Agreement shall require the Note Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

Section 14. The Note Registrar may resign as Note Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Director of Finance) written notice of resignation to the Issuer. The Note Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the Issuer by the Director of Finance and delivered to the Note Registrar. Upon the effectiveness of the resignation or termination, the Note Registrar shall deliver to the Issuer, or such other person designated by the Issuer, the Note Register and all other records (or copies of those records) pertaining to the Notes and any canceled Notes.

Any corporation or association with or into which the Note Registrar or any successor may be merged or converted or with which it or any successor may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Note Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Note Registrar or any successor, shall be the successor of the Note Registrar hereunder, if that successor corporation or association is otherwise eligible hereunder and is approved by the Director of Finance on behalf of the Issuer, without the signing or filing of any paper or any other act on the part of the parties hereto or the Note Registrar or such successor corporation.

Section 15. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the Issuer at 333 James E. Bohanan Memorial Drive, Vandalia, Ohio 45377, Attention: Director of Finance and to the Note Registrar at 10 West Broad Street, 12th Floor, Mail Station: CN-OH-BD12, Columbus, Ohio 43215, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Where a Note certificate, for any reason, is in the possession of the Note Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Note Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the Issuer to be held by the Issuer for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Note Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the Issuer, and thereafter any person entitled to payment of those moneys shall look only to the Issuer for payment thereof, regardless of whether that person may have in his or her possession a check for the payment of that interest or principal drawn by the Note Registrar as agent of the Issuer.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the Issuer and the Note Registrar.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this Note Registrar Agreement as of the day and year first above written.

CITY OF VANDALIA, OHIO

By: _____

Title: _____ City Manager _____

By: _____

Title: _____ Director of Finance _____

Approved as to form:

By: _____

Title: _____ City Attorney _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE – NOTE REGISTRAR AGREEMENT

As the fiscal officer of the City of Vandalia, Ohio, I certify that the money required to meet the obligations of the Issuer during Fiscal Year 2025 under the foregoing Note Registrar Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: July 17, 2025

Director of Finance
City of Vandalia, Ohio

EXHIBIT A

CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS NOTE REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT A IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. 5.

Draft of 4-15-2025

**[EXHIBIT B
DISPOSITION OF NOTE PROCEEDS]**

In accordance with the Note Legislation, the Note Registrar shall establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Note Registrar \$ _____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Note Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Notes:

- (a) \$ _____ to Squire Patton Boggs (US) LLP, Bond Counsel.
- (b) \$ _____ to the Note Registrar as described in Sections 1(e) and 11 of this Agreement.
- (c) \$ _____ to Bradley Payne, LLC, as Municipal Advisor.
- (d) \$ _____ to the Ohio Municipal Advisory Council.
- (e) \$ _____ as a contingency to provide for any other costs incidental to the issuance of the Notes; in the event any amounts are not distributed, the Note Registrar will provide an accounting to the Issuer of all expenses paid under this **EXHIBIT B** and any amounts not distributed will be distributed to the Issuer.

Upon the payment of the amounts described above, the Cost of Issuance Fund will be closed.



Memo

To: Kurt E. Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: April 30, 2025

Re: Fire Engine 2016 BAN & Fire Ladder Truck 2021 BAN

The Fire Engine 2016 Bond Anticipation Note issued for a fire engine matures on August 19, 2025. This note was combined with the Fire Ladder Truck 2021 BAN in order to save on the costs of issuance. The current remaining amount due on the note is \$1,053,000 (Fire Engine \$96,000; Fire Ladder Truck \$957,000) plus interest. The amount of the principal payment for the Fire Engine is \$48,000, and \$140,000 for the Fire Ladder Truck. The 2025 budget includes a pay down amount of \$48,000 on the outstanding principal due for the Fire Engine, and \$140,000 for the Fire Ladder Truck, plus an interest payment of \$63,440. The maturity on the new note (Fire Engine \$48,000; Fire Ladder Truck \$817,000) will be in August of 2026. The debt on the Fire Engine is scheduled to be paid in full in 2026, and year 2031 for the Fire Ladder Truck.

**SUPPLEMENTAL
FISCAL OFFICER'S CERTIFICATE**

To the City Council of the City of Vandalia, Ohio:

As fiscal officer of the City of Vandalia, Ohio, and supplementing the certificates of May 14, 2021 and May 6, 2016, I certify in connection with your proposed issue of notes in the maximum aggregate principal amount of \$865,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of (a) acquiring a fire ladder truck and (b) acquiring a fire apparatus, each together with all related appurtenances thereto (collectively, the "*Improvement*").

1. The estimated life or period of usefulness of each component purpose of the Improvement is at least five (5) years.

2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Ohio Revised Code, is as follows:

- The maximum maturity of \$817,000 of the Bonds to be used for the component purpose described in clause (a) above is ten (10) years.
- The maximum maturity of \$48,000 of the Bonds to be used for the component purpose described in clause (b) above is ten (10) years; provided, however, since notes in anticipation of Bonds have been outstanding for a period beyond December 31, 2021, that period beyond December 31, 2021 shall be deducted from the maximum maturity of the Bonds and therefore, the maximum maturity of the Bonds to be issued for the component purpose described in clause (b) is six (6) years.

If notes in anticipation of the Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes for any of the component purposes of the Improvement, the period in excess of those five years shall be deducted from the maximum maturity of the Bonds to be issued for that component purpose.

3. The maximum maturity of the Notes to be issued for the component purposes described in clause (a) is August 26, 2036, and in clause (b) is September 8, 2031.

Dated: May 5, 2025



Director of Finance
City of Vandalia, Ohio

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

ORDINANCE NO. 25-_____

**AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF
NOTES IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF
\$865,000, IN ANTICIPATION OF THE ISSUANCE OF BONDS, TO
PROVIDE MONEYS FOR THE RETIREMENT OF THE CITY'S
OUTSTANDING VARIOUS PURPOSE NOTES, SERIES 2024, AND
DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 24-11 passed June 17, 2024, notes in anticipation of bonds in the aggregate principal amount of \$957,000, dated August 20, 2024 (the "*Outstanding Fire Ladder Truck Notes*"), were issued for the component purpose described in clause (a) of Section 1, to mature on August 19, 2025; and

WHEREAS, pursuant to Ordinance No. 24-11 passed June 17, 2024, notes in anticipation of bonds in the aggregate principal amount of \$96,000, dated August 20, 2024 (the "*Outstanding Fire Apparatus Notes*" and collectively with the Outstanding Fire Ladder Truck Notes, the "*Outstanding Notes*"), were issued for the component purpose described in clause (b) of Section 1, to mature on August 19, 2025; and

WHEREAS, this Council finds and determines that the City should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other funds available to the City; and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of each component purpose of the Improvement described in Section 1, the estimated maximum maturity of each component purpose of the Bonds described in Section 1 and the maximum maturity of the Notes described in Section 3 to be issued in anticipation of the Bonds; and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of each component purpose of the Improvement described in Section 1 is at least five (5) years, and that (i) the estimated maximum maturity of \$817,000 of the Bonds to be used for the component purpose described in clause (a) of Section 1, calculated in accordance with Section 133.20 of the Revised Code, is ten (10) years and the maximum maturity of the portion of the Notes described in Section 3 to be issued in anticipation of the Bonds for the component purpose described in clause (a) of Section 1 is August 26, 2036 and (ii) the estimated maximum maturity of \$48,000 of the Bonds to be used for the component purpose described in clause (b) of Section 1, calculated in accordance with Section 133.20 of the Revised Code, is six (6) years and the maximum maturity of the portion of the Notes described in Section 3 to be issued in anticipation of the Bonds for the component purpose described in clause (b) of Section 1 is September 8, 2031;

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

Section 1. It is necessary to issue bonds of this City in the maximum aggregate principal amount of \$865,000 (the "*Bonds*") for the purpose of paying the costs of (a) acquiring a fire ladder truck and (b) acquiring a fire apparatus, each together with all related appurtenances thereto (collectively, the "*Improvement*").

Section 2. The Bonds shall be dated approximately August 1, 2026, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature (i) with respect to the Bonds issued to pay the costs of the component purpose described in clause (a) of Section 1, in ten (10) annual principal installments and (ii) with respect to the Bonds issued to

pay the costs of the component purpose described in clause (b) of Section 1, in six (6) annual principal installments, all on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds issued for each component purpose, in any fiscal year in which principal is payable, shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2026.

Section 3. It is necessary to issue and this Council determines that notes in the maximum aggregate principal amount of \$865,000 (the "Notes") shall be issued in anticipation of the issuance of the Bonds for the component purposes described in Section 1 and to retire, together with other funds available to the City, the Outstanding Notes and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the aggregate of the maximum principal amount authorized for each component purpose) shall be determined by the Director of Finance in the certificate awarding the Notes in accordance with Section 6 of this Ordinance (the "*Certificate of Award*") as the amount which, along with other available funds of the City, is necessary to provide for the retirement of the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature not more than one year following the date of issuance, *provided* that the Director of Finance shall establish the maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award in accordance with Section 6 of this Ordinance.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the office of a bank or trust company designated by the Director of Finance in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose or at the office of the Director of Finance if agreed to by the Director of Finance and the original purchaser (the "*Paying Agent*").

The City Manager and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Note Registrar Agreement between the City and the Paying Agent, in substantially the form as is now on file with the Clerk of Council. The Note Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Note Registrar Agreement or amendments thereto. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Note Registrar Agreement, except to the extent paid or reimbursed by the original purchaser and/or the Paying Agent in accordance with the Certificate of Award, from the proceeds of the Notes to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 5. The Notes shall be signed by the City Manager and Director of Finance, in the name of the City and in their official capacities, *provided* that one of those signatures may be a facsimile. The Notes shall be issued in minimum denominations (and may be issued in denominations in such amounts in excess thereof as requested by the original purchaser and approved by the Director of Finance) and with numbers as requested by the original purchaser and approved by the Director of Finance. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Ohio Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the City and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and "immobilized" in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (a) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (b) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (c) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (d) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the Director of Finance in accordance with law and the provisions of this Ordinance. The Director of Finance shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. The City Manager, the Director of Finance, the City Attorney, the Clerk of Council and other City officials, as appropriate, and any person serving in an interim or acting capacity for any such official, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. Any actions heretofore taken by the City Manager, the Director of Finance, the City Attorney, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Notes are hereby ratified and confirmed. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to

combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Ohio Revised Code.

To the extent that the Director of Finance determines that it would be in the best interest of the City and elects to utilize the Ohio Market Access Program (the "*Ohio Market Access Program*") which is administered by the Treasurer of the State of Ohio (the "*Treasurer*"), the City Manager and the Director of Finance are authorized to sign and deliver, in the name and on behalf of the City, the Standby Note Purchase Agreement (the "*Standby Note Purchase Agreement*") in substantially the form as presented to this Council with such changes as are not materially adverse to the City and as may be approved by the officers of the City executing the Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer agrees to (a) purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer for such purchase at a price of par plus accrued interest to maturity or (b) purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at the Renewal Note Rate (as defined in the Standby Note Purchase Agreement), maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, *provided* that in connection with the Treasurer's purchase of such renewal notes the City shall deliver to the Treasurer an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes, within the ten-mill limitation imposed by law, on all property subject to ad valorem taxes levied by the City and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code, as amended, to the same extent that interest on the Notes is so excluded.

The officers signing the Notes are authorized to take all actions that may in their judgment reasonably be necessary to provide for the Standby Note Purchase Agreement, including but not limited to the inclusion of a notation on the form of the Notes providing notice to the holders or beneficial owners of the existence of the Standby Note Purchase Agreement and providing instructions to such holders or beneficial owners regarding the presentation of the Note for purchase by the Treasurer at stated maturity.

Section 7. The proceeds from the sale of the Notes received by the City (or withheld by the original purchaser or deposited with the Paying Agent, in each case on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. The Certificate of Award may authorize the original purchaser to (a) withhold certain proceeds from the sale of the Notes or (b) remit certain proceeds from the sale of the Notes to the Paying Agent, in each case to provide for the payment of certain financing costs on behalf of the City. If proceeds are remitted to the Paying Agent in accordance with this Section 7, the Paying Agent shall be authorized to create a fund in accordance with the Note Registrar Agreement for that purpose. Any portion of those proceeds received by the City (after payment of those financing costs) representing premium or accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy

shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent receipts from the municipal income tax are available for the payment of the debt charges on the Notes or the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes or the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Notes or the Bonds.

Section 10. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Notes, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Notes, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes. The Director of Finance or any other officer of the City having responsibility for issuance of the Notes is specifically authorized to designate the Notes as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to

assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Notes.

Section 11. The Director of Finance is authorized to request a rating for the Notes from Moody's Ratings or S&P Global Ratings, or both, as the Director of Finance determines is in the best interest of the City. The expenditure of the amounts necessary to secure any such ratings as well as to pay the other financing costs (as defined in Section 133.01 of the Ohio Revised Code) in connection with the Notes is hereby authorized and approved and the amounts necessary to pay those costs are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 12. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Notes and securities issued in renewal of the Notes and rendering at delivery related legal opinions, all as set forth in the form of engagement letter from that firm which is now on file in the office of the Clerk of Council. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services, that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 13. The services of Bradley Payne, LLC, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Notes. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State of Ohio, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those municipal advisory services. To the extent they are not paid or reimbursed pursuant to the Certificate of Award and/or the Note Registrar Agreement, the Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Notes, if available, and otherwise from available moneys in the General Fund.

Section 14. The City Manager is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance to the County Auditor of Montgomery County, Ohio.

Section 15. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 16. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this

Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

Section 17. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Notes, which is necessary to enable the City to timely retire the Outstanding Notes and thereby preserve its credit; wherefore, this Ordinance shall be in full force and effect immediately upon its passage provided it receives the affirmative vote of five Council members; otherwise, it shall take effect and be in force at the earliest period allowed by law.

Passed this _____ day of _____, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt Althouse
Clerk of Council

NOTE REGISTRAR AGREEMENT

This NOTE REGISTRAR AGREEMENT (the “*Agreement*”) is made and entered into as of August 19, 2025, and under the circumstances summarized in the following recitals, by and between the City of Vandalia, Ohio (the “*Issuer*”), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and U.S. Bank Trust Company, National Association, in Columbus, Ohio (the “*Note Registrar*”), a national banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers under the laws of the State of Ohio, in connection with the issuance and servicing of \$865,000 Various Purpose Notes, Series 2025, dated August 19, 2025 (the “*Notes*”):

A. By Ordinance No. 25-_____ passed by the City Council of the Issuer on June 16, 2025 (the “*Note Ordinance*”), and the Certificate of Award dated August 5, 2025 and signed by the Director of Finance pursuant to the Note Ordinance (the “*Certificate of Award*” and together with the Note Ordinance, the “*Note Legislation*”), a copy of which is attached hereto as **EXHIBIT A**, the Issuer has authorized the issuance and sale of the Notes.

B. By the Note Legislation and pursuant to Section 9.96 and Chapter 133 of the Ohio Revised Code, the Issuer has appointed the Note Registrar as its agent to act as note registrar, transfer agent and paying agent for and in connection with the Notes, [and to act as Paying Agent under that certain Standby Note Purchase Agreement (the “*SNPA*”) among the Issuer, the Treasurer of the State of Ohio (the “*Treasurer*”) and the Note Registrar,] and has authorized and directed the Note Registrar to keep all the books and records necessary for registration, exchange and transfer of the Notes (the “*Note Register*”).

C. The Issuer has determined that the Notes will be initially issued and issuable in book entry form, with one fully registered Note, registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“*DTC*”). The fully registered Note will be deposited with and retained in the custody of DTC or the Note Registrar as its agent pursuant to any custodial relationship between the Note Registrar and DTC with respect to the holding of the Note by the Note Registrar under the DTC-FAST system for use in a book entry system. The Issuer has executed, and DTC has accepted, a Blanket Issuer Letter of Representations to DTC (the “*DTC Letter*”) pertaining to the book entry system, a copy of which DTC Letter is included in the transcript of proceedings for the Notes.

D. Capitalized words and terms used herein and not otherwise defined shall have the meanings set forth in the Note Legislation.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Issuer and the Note Registrar agree as follows:

Section 1. In connection with the original issuance and delivery of the Notes:

(a) The Issuer will deliver to the Note Registrar no later than two (2) business days prior to the day set for delivery of the Notes to the Original Purchaser (the “*Closing*”) one (1) Note certificate, completed with number, principal amount, and denominations and listing Cede & Co., as nominee for DTC, as the registered owner, to be delivered at the Closing.

(b) The Note Registrar shall review the Note to be delivered at the Closing to confirm the number, principal amount, interest rate, denomination and other pertinent information and record the name and address of Cede & Co., as nominee for DTC, as registered owner of the Note, in the Note Register, all so as to permit delivery of that Note at the time and place of the Closing.

(c) At least two (2) business days prior to the Closing, the fully executed Note shall be delivered to DTC, or retained by the Note Registrar as DTC's agent pursuant to a custodial relationship between the Note Registrar and DTC with respect to the holding of the Note by the Note Registrar under the DTC-FAST system, against a safekeeping receipt provided by DTC. No further disposition or release will be made of the Note or interests in the Note until payment for the Note has been made by _____, in _____, (the "*Original Purchaser*") to the Issuer.

(d) Upon confirmation by the Issuer of its receipt of payment of the purchase price for the Notes, the Note Registrar, on behalf of the Issuer, will contact DTC and authorize the release and delivery of the Notes.

(e) [As requested by the Original Purchaser and in accordance with the Note Legislation, the Note Registrar shall establish a Cost of Issuance Fund and provide for the payment of certain costs of issuance of the Notes as described in the Certificate of Award and **EXHIBIT B**. Any balance remaining in the Cost of Issuance Fund after thirty (30) days from the date of this Agreement shall be forwarded to the Issuer and the Cost of Issuance Fund shall be closed. For this service, the Note Registrar shall be paid a fee of \$ _____ at Closing. These funds will be held uninvested.]

(f) [The Issuer acknowledges that if the Treasurer is required to purchase Unpaid Notes (as defined in and under the terms of the SNPA), the Note Registrar is required to cause a fully registered Note to be provided to the Treasurer. On the date hereof, the Issuer agrees to provide the Note Registrar with a Note to facilitate any such transfer. The Note Registrar agrees that it will maintain such Note in safekeeping.]

(g) The Issuer consents to the Note Registrar acting as agent for DTC pursuant to an existing custodial relationship between the Note Registrar and DTC with respect to the holding of the Notes by the Note Registrar under the DTC-FAST system.

Section 2. [Except as described in Section 1(f), [t][T]he Note Registrar does not hold in safekeeping any additional note forms, but will notify the Issuer of any need for additional note forms in sufficient time to permit an adequate supply to be available to provide for future transfers, as agreed upon by the Issuer and the Note Registrar.

Section 3. So long as any of the Notes remain outstanding, the Note Registrar will keep and maintain, at its designated corporate trust office, the Note Register, initially its Columbus, Ohio corporate trust office, on which it will maintain a current and accurate record of the names and addresses of the registered owners of the Notes (the "*Owners*"), and shall perform, without limitation, registration, exchange, transfer and paying agent functions and related mechanical, clerical and record or bookkeeping functions in connection with the Notes, all in accordance with this Agreement, the Note Legislation, Section 9.96 of the Ohio Revised Code, the DTC Letter and

any applicable requirements of Section 149(a) of the Internal Revenue Code of 1986, as amended, and regulations, proposed regulations and rulings under that Section 149(a).

As used in this Section:

“Book Entry Form” or “Book Entry System” means a form or system under which (a) the ownership of beneficial interests in the Notes and the principal of and interest on the Notes may be transferred only through a book entry, and (b) a single physical Note certificate in fully registered form is issued by the Issuer and payable only to a Depository or its nominee as registered owner, with the certificate deposited with and “immobilized” in the custody of the Depository or its designated agent for that purpose. The book entry maintained by others than the Issuer or the Note Registrar is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book Entry System to record ownership of beneficial interests in the Notes or the principal of and interest on the Notes, and to effect transfers of the Notes, in Book Entry Form, and includes and means initially DTC.

“Participant” means any participant contracting with a Depository under a Book Entry System and includes securities brokers and dealers, banks and trust companies and clearing corporations.

The Notes shall be originally issued to a Depository for use in a Book Entry System and: (a) such Notes shall be registered in the name of the Depository or its nominee, as Owner, and deposited with and retained in the custody of the Depository or its agent; (b) there shall be a single, fully registered Note representing the entire Note issue; and (c) such Notes shall not be transferable or exchangeable, except for transfer to another Depository or another nominee of a Depository, without further action by the Issuer as set forth in the Note Legislation. The owners of book entry interests in the Notes shall not, except as provided in the Note Legislation, have any right to receive Notes in the form of physical securities or certificates. The Issuer and the Note Registrar shall have no duties, obligations or responsibilities in connection with transfers or sales of book entry interests.

The Issuer and the Note Registrar will recognize and treat the Depository as the owner of the Notes for all purposes, including payment of debt charges and other notices and enforcement of remedies. Crediting of debt charge payments and transmittal of notices and other communications by the Depository to Participants, by Participants to indirect Participants, and by Participants and indirect Participants to the book entry interest owners, will be handled under arrangements among them.

Neither the Issuer nor the Note Registrar shall have any responsibility or liability for any aspects of the records relating to, or payments made on account of, book entry interest ownership, or for maintaining, supervising or reviewing any records relating to such ownership; or for the distribution by the Depository, Participants or others to the book entry interest owners of

(a) payments of debt charges paid on the Notes, or (b) notices sent to the Depository as the registered owner, or that they will do so on a timely basis.

If any Depository determines not to continue to act as a Depository for the Notes for use in a Book Entry System, the Issuer may attempt to have established a securities depository/Book Entry System relationship with another qualified Depository pursuant to the Note Legislation. If the Issuer does not or is unable to do so, the Issuer, after the Note Registrar, at the direction of the Issuer, has made provision for notification of the owners of book entry interests in the Notes by appropriate notice to the then Depository, shall permit withdrawal of the Notes from the Depository or its agent, and shall deliver Note certificates in fully registered form to the assignees of the Depository or its nominee. If the event is not the result of Issuer action or inaction, such withdrawal and delivery shall be at the cost and expense (including costs of printing, or otherwise preparing, and delivering such replacement Notes), of those persons requesting that delivery. Such replacement Notes shall be in Authorized Denominations.

The Issuer and the Note Registrar hereby covenant and agree to perform any and all of their respective duties and obligations arising out of the representations made by the Issuer in the DTC Letter.

Section 4. In accordance with the Note Legislation and except as provided with respect to Notes in Book Entry Form as provided in Section 3 hereof, the Note Registrar shall:

(a) Exchange or transfer Notes upon presentation and surrender at the designated corporate trust office of the Note Registrar, together with a request for exchange or an assignment signed by the Owner or by a person legally empowered to do so, in a form satisfactory to the Note Registrar, and shall complete and deliver new Notes to the Owner or the new Owner of the transferred Notes or its agent in an authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Notes surrendered. The new Notes will bear interest at the same rate and mature on the same date as the surrendered Notes.

(b) Record the exchange or transfer of any Note on the Note Register.

(c) If manual signatures on behalf of the Issuer are required, undertake the above actions only after the new Notes are signed by the authorized officers of the Issuer.

(d) Complete the transfer or exchange and delivery of the new Notes, in accordance with the standards and conditions applicable to registered corporate securities established in the Securities and Exchange Commission regulation §240.17 Ad-1 and -2 as promulgated under Section 17A of the Securities Exchange Act of 1934, as amended.

(e) [Take all actions of the Paying Agent under the terms of the SNPA.]

Section 5. Every exchange or transfer of the Notes will be made without charge to the Owners, except that the Issuer and the Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer.

Section 6. The Notes shall not be subject to redemption prior to maturity.

Section 7. The Note Registrar shall complete, deliver and register new Notes to replace Notes lost, stolen, destroyed or mutilated upon receiving written instructions to do so from the Director of Finance together with evidence of indemnification by the Owner of the Issuer and the Note Registrar in a form satisfactory to the Issuer and the Note Registrar.

Section 8. The Note Registrar shall cancel any Notes surrendered to it pursuant to the Note Legislation for payment or retirement or for exchange, replacement or transfer. Written reports of surrender and cancellation of the Notes shall be made to the Director of Finance by the Note Registrar upon written request. Unless otherwise directed by the Issuer or other lawful authority, cancelled Notes shall be retained and stored by the Note Registrar for a period of seven (7) years. After that time, or at any earlier time as authorized by the Issuer, the cancelled Notes may, at the direction of the Director of Finance, be either returned to the Issuer or destroyed by the Note Registrar by shredding or cremation, and certificates of that destruction (describing the manner of that destruction) shall be provided by the Note Registrar to the Director of Finance.

Section 9. The Note Registrar shall retain and store the Note Register for seven (7) years after payment of all of the Notes. At any time and upon request by the Issuer, the Note Registrar shall permit the Issuer to inspect the Note Register and will provide the Issuer with a copy of the Note Register. The Note Registrar and the Issuer acknowledge that pursuant to Section 9.96 of the Ohio Revised Code the Note Register is not a "public record" under Ohio law. In the event of a request to the Note Registrar by any person other than the Issuer for inspection of the Note Register, the Note Registrar shall notify the Director of Finance and will not permit that inspection unless it is approved by the Director of Finance, except that the Note Registrar may permit an inspection pursuant to an order of a court of competent jurisdiction.

Section 10. The Note Registrar shall pay the debt charges on the Notes in accordance with the Note Legislation and the DTC Letter, but only from money deposited with the Note Registrar by the Issuer for that purpose. The Issuer shall cause funds to be on deposit with the Note Registrar in an amount sufficient and available to pay the interest, or principal and interest, then to be due no later than 10:00 a.m. (Ohio time) on the business day immediately preceding the date on which that payment is to be made.

The Note Registrar will keep and maintain records of its receipt of moneys from the Issuer and its disbursement of those moneys and will make those records available to the Director of Finance upon request.

Section 11. The Note Registrar agrees to undertake [the] [all other] duties and obligations and to perform all services contemplated to be performed under this Agreement [and the SNPA]. For its ordinary services, the Issuer shall pay the Note Registrar a single one-time fee of \$ _____ within thirty (30) days after the Closing, plus reasonable out-of-pocket expenses, disbursements and advances made by the Note Registrar in accordance with the terms of this Agreement (including attorney fees and expenses), which the Note Registrar hereby acknowledges to be the compensation due to it during the life of the Notes for the performance of its ordinary services contemplated by this Agreement. [Also, if the Note Registrar is required to deliver the notice required under Section 2.01(b) of the SNPA with respect to a Potential Unpaid Note (as

defined therein), the Issuer shall pay the Note Registrar an additional fee of \$250.00.] If the Note Registrar is required by a governmental agency or court proceeding initiated by a third party to undertake actions or duties beyond those which are set forth herein but related thereto, the Note Registrar shall promptly provide written notice thereof to the Issuer. Payment of the Note Registrar's fees and expenses for such extraordinary services shall be made by the Issuer only after such notice and shall be subject to Issuer approval and appropriation of funds for that purpose.

Section 12. In the absence of bad faith on its part in the performance of its services under this Agreement, the Note Registrar will be protected in acting upon any notice, request, certificate, affidavit, letter, telegram or other paper or document believed reasonably by it to be genuine and correct and to have been signed or sent by the proper party or parties.

At any time, the Note Registrar may apply to the Director of Finance for instructions, and may, with the consent of the Issuer, consult with bond counsel for the Issuer, or, in the discretion of the Note Registrar, it may consult with its own counsel, as to anything arising in connection with the duties herein undertaken, and it shall not be liable for any action taken or omitted by it in good faith in reliance upon such written instructions or upon the written opinions of such counsel; *provided, however*, that before relying upon the opinion of its own counsel it shall furnish to both the Issuer and to bond counsel for the Issuer a copy of such opinion.

Section 13. No provision of this Agreement [or the SNPA] shall be construed to relieve the Note Registrar from liability for its negligent action, its negligent failure to act, or its willful misconduct, except that:

(a) the Note Registrar shall not be liable for any error of judgment made in good faith by one of its officers unless it shall be proved that it was negligent in ascertaining the pertinent facts; and

(b) no provision of this Agreement [or the SNPA] shall require the Note Registrar to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder [or under the SNPA], or in the exercise of any of its rights or powers.

Section 14. The Note Registrar may resign as Note Registrar at any time by giving ninety (90) days (or such shorter time as is approved in writing by the Director of Finance) written notice of resignation to the Issuer. The Note Registrar may be removed at any time by written notice to that effect specifying the date and time of termination, signed on behalf of the Issuer by the Director of Finance and delivered to the Note Registrar. Upon the effectiveness of the resignation or termination, the Note Registrar shall deliver to the Issuer, or such other person designated by the Issuer, the Note Register and all other records (or copies of those records) pertaining to the Notes and any canceled Notes.

Any corporation or association with or into which the Note Registrar or any successor may be merged or converted or with which it or any successor may be consolidated, or any corporation or association resulting from any merger, consolidation or conversion to which the Note Registrar or any successor shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Note Registrar or any successor, shall be the successor of the Note Registrar hereunder, if that successor corporation or association is otherwise eligible

hereunder and is approved by the Director of Finance on behalf of the Issuer, without the signing or filing of any paper or any other act on the part of the parties hereto or the Note Registrar or such successor corporation.

Section 15. Notice from one of the parties to the other under this Agreement will be sufficient for the purpose if it is contained in a writing mailed by first-class mail postage prepaid to the Issuer at 333 James E. Bohanan Memorial Drive, Vandalia, Ohio 45377, Attention: Director of Finance and to the Note Registrar at 10 West Broad Street, 12th Floor, Mail Station: CN-OH-BD12, Columbus, Ohio 43215, Attention: Corporate Trust Department, or to any other address which may be designated from time to time by either party in writing delivered to the other party.

Section 16. Where a Note certificate, for any reason, is in the possession of the Note Registrar and has not been claimed by the Owner or cannot be delivered to the Owner through usual channels, the Note Registrar shall, after the expiration of four (4) years from the date said certificate was issued, return said certificate to the Issuer to be held by the Issuer for the Owner or transferred in accordance with applicable laws. Any moneys deposited with the Note Registrar for the payment of principal or interest that remain unclaimed by the person or persons entitled thereto at the end of four (4) years from the date those moneys became payable to that person or those persons, shall be returned to the Issuer, and thereafter any person entitled to payment of those moneys shall look only to the Issuer for payment thereof, regardless of whether that person may have in his or her possession a check for the payment of that interest or principal drawn by the Note Registrar as agent of the Issuer.

Section 17. Neither this Agreement nor any provision hereof may be changed, revised or amended, except by a writing signed on behalf of the Issuer and the Note Registrar.

Section 18. In case any section or provision of this Agreement, or any agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, or any application thereof, is held to be illegal or invalid for any reason, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder of this Agreement or any other section or provision of this Agreement or any other agreement, obligation, act or action, or part thereof, made, assumed, entered into, done or taken under this Agreement, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained therein. Any illegality, invalidity or inoperability shall not affect any legal, valid and operable section, provision, agreement, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into, done or taken in the manner and to the full extent permitted by law from time to time.

Section 19. This Agreement is and shall be deemed to be a contract for services made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. This Agreement may be signed in several counterparts, each of which shall be deemed an original.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have signed this Note Registrar Agreement as of the day and year first above written.

CITY OF VANDALIA, OHIO

By: _____

Title: _____ City Manager

By: _____

Title: _____ Director of Finance

Approved as to form:

By: _____

Title: _____ City Attorney

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE – NOTE REGISTRAR AGREEMENT

As the fiscal officer of the City of Vandalia, Ohio, I certify that the money required to meet the obligations of the Issuer during Fiscal Year 2025 under the foregoing Note Registrar Agreement has been lawfully appropriated by the City Council of the Issuer for those purposes and is in the treasury of the Issuer or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: August 19, 2025

Director of Finance
City of Vandalia, Ohio

EXHIBIT A

CERTIFICATE OF AWARD

FOR PURPOSES OF COMPILING THE TRANSCRIPT OF PROCEEDINGS IN WHICH THIS NOTE REGISTRAR AGREEMENT IS INCLUDED, THE CERTIFICATE OF AWARD REFERRED TO IN THIS EXHIBIT A IS CONTAINED IN THE TRANSCRIPT OF PROCEEDINGS BEHIND TAB NO. 7.

Draft of 4-15-2025

**[EXHIBIT B
DISPOSITION OF NOTE PROCEEDS]**

In accordance with the Note Legislation, the Note Registrar shall establish a Cost of Issuance Fund. On the Closing Date, the Original Purchaser will pay to the Note Registrar \$_____ for deposit in the Cost of Issuance Fund.

From the Cost of Issuance Fund, the Note Registrar will thereafter pay, on the Closing Date, as costs of issuance of the Notes:

- (a) \$_____ to Squire Patton Boggs (US) LLP, Bond Counsel.
- (b) \$_____ to the Note Registrar as described in Sections 1(e) and 11 of this Agreement.
- (c) \$_____ to Bradley Payne, LLC, as Municipal Advisor.
- (d) \$_____ to the Ohio Municipal Advisory Council.
- (e) \$_____ as a contingency to provide for any other costs incidental to the issuance of the Notes; in the event any amounts are not distributed, the Note Registrar will provide an accounting to the Issuer of all expenses paid under this **EXHIBIT B** and any amounts not distributed will be distributed to the Issuer.

Upon the payment of the amounts described above, the Cost of Issuance Fund will be closed.

MEMORANDUM

TO: Kurt Althouse, City Manager
FROM: Michael Hammes, AICP, City Planner
DATE: April 16, 2025
SUBJECT: **BZA 25-0005** – 221 North American - Variance from City Code Section 1224.01(b)(9)(C) “Total Accessory Structure Area”

General Information

Applicant: Tory S. Elrich
221 North American Blvd.
Vandalia, Ohio 45377

Zoning: Residential Single-Family (RSF-3)

Location: 221 North American Blvd.

Related Case(s): None

Requested Action: Recommendation to City Council

Exhibits: 1 – Site Plan
2 – Criteria Responses

Background

The Applicant, Tory Elrich, has requested a variance to permit the construction of a 640 square foot shed that would cause the total area of all accessory structures to exceed 40% of the principal building footprint. City Code Section 1224.01(b)(9)(C) provides that any lot in a residential zoning district, regardless of size, shall be permitted to have structures allowed in Table 1224-1 that have an aggregate square footage of 600 square feet or a square footage equal to 40 percent of the footprint of the principal building, whichever is less.¹

The Applicant has proposed constructing a new 640 (16' x 40') square foot storage building in the rear yard. There is an existing 160 square foot (10' x 16') shed on the west side of the property. Based on the footprint of the existing house (1,279 square feet), the applicant is entitled to 512 square feet of accessory structures. The combination of the new and existing accessory structures would result in 800 square feet of total accessory structure area – 288 square feet more than would otherwise be permitted.

¹ Swimming Pools are the lone exception to this standard. See also Section 1224.01(b)(9)(C).

In the Letter of Justification, the Applicant describes the structure as a “well built and aesthetically pleasing” Amish-built structure with a long-lasting metal roof.

Staff notes that the structure was installed in Mid-March 2025, after which the applicant was advised of the need for permits and a variance. This application was filed shortly thereafter.

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: With this structure, the intended use is an indoor batting cage and gym for my children ages 10 and 14 as well as their school friends to practice and work out. This structure being placed on my property will increase the home value and provide a safe place for local neighborhood kids to practice and hang out. This structure will be powered by generator only and will not have hard power ran to it. Without this variance, the structure cannot be altered because it was prefabricated, resulting in a complete removal of the structure.

BZA Comment: The Board agreed that 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: Unknown to myself, the maximum square footage of additional structures for my property is around 570 sq ft. I previously had a landscaping shed that is 10'x16' (160 sq ft) prior to the 16'x40' shed. The total square footage of the two combined is 800 sq ft which is roughly 230 sq ft over the allowed structure. Neither building results in a detriment to neighbors, or property functionality. The overall impact of this variance requested is low.

BZA Comment: The Board agreed that the variance is somewhat substantial, given the proportion of accessory to primary structures.

Review Criteria (Cont'd)

- (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 is no impact to other surrounding neighbors with the emplacement of this structure on the property. My property is already surrounded entirely by privacy fencing so visibility of the new structure is just the roofline. The structure is Amish built, well built and aesthetically pleasing. It has a metal roof that will last a very long time and will not deteriorate or need replacement or become an eye sore for surrounding neighbors. Overall, the impact of this structure is very minimal and does not impact the neighborhood at all.

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: As stated in paragraph 1 above, before emplacement of the structure, underground sewage, water lines, cable, and aerial utilities were all deconflicted. This structure does not effect the overall ability for government services to be worked on or serviced.

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;

Applicant Response: I purchased my home in November 2019 and have lived in this home with the exception of September 2022-July 2023 when I was deployed to Syria. I have never known about the zoning restrictions imposed for my property for additional structures. I should have ensured with the city prior to purchasing the structure, but I had no reason to believe that there was a limitation on maximum number of square feet were authorized per residential property.

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

Review Criteria (Cont'd)

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

Applicant Response: Unfortunately, with the building being paid for in full, and already emplaced on the property, a variance is the only way to move forward without causing significant financial hardship for myself and my family.

BZA Comment: The Board agreed that the owner's predicament cannot be obviated without a variance due to the size of the primary structure and the design of the lot.

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

Applicant Response: With this structure, it will increase the property value which benefits the city as well for property taxes, etc. Additionally, the promotion of community welfare of being able to use the building for other local kids is a large benefit for the children within the community. The structure does not provide any negativity to the neighborhood, or city and still aligns with the overall zoning goal. Regarding substantial justice, the variance being granted would not harm the public interest and will not violate any rights of others surrounding the property, or within the city. The granting of this variance is actually a benefit to the greater good of the community and is in line with promoting our city and supporting our Youth.

BZA Comment: The Board agreed that 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: Both neighbors to my left and right have fully supported this structure being emplaced. I am always happy to assist others in the neighborhood with household projects, landscaping, and provide an ear for local gossip. Overall, everyone in my neighborhood has complimented me with how much nicer the property has gotten since I moved into my home in 2019. This structure being added to my property is no different as it offers increased home value, which increases the surrounding homes values as well. With the structure being behind a privacy fence, it is not an eye sore for anyone, and the roof/siding that is visible is aesthetically pleasing to the eye.

BZA Comment: The Board agreed that, in the event that the requested variance is approved, a building permit will still be required.

Recommendation

The Board of Zoning Appeals reviewed this application at its regular meeting of April 23rd, 2025.

By a vote of 4-0, the Board of Zoning Appeals voted to recommend **approval** of the requested variance from City Code Section 1224.01(b)(9)(C) for the purpose of allowing accessory structures with a combined Total Accessory Structure Area of 800 square feet at 221 North American Blvd.

The Board also included the following condition with its recommendation:

1. The applicant must obtain a building permit and comply with all standards and requirements associated with that permit, as directed by the Chief Building Official.

The recommendation of the Board of Zoning Appeals is hereby 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: Tory Elrich
Mailing Address: 221 North American Blvd
Vandalia, OH 45377
Phone Number: 937-776-6912
E-mail Address: tory.elrich@icloud.com
Owner Name**: Tory Elrich
Mailing Address: 221 N. American Blvd
Vandalia, OH 45377
Phone Number: 937-776-6912

OFFICE USE ONLY
Filing Date 3/27/2025
Hearing Date 4/23/2025
Case No. B2A 25-0005

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

Location of Property

Street Address: 221 N. American Blvd
(north, south, east, west) side of _____, _____ feet
(north, south, east, west) from the intersection of _____
Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: RSF-3 Total Acres: .03
Description of the existing use of property: Primary Residence - Maintained yard.

Description of proposed use of property: Addition of 16'x40' structure for Youth gym & batting Cage for Sports Conditioning for my Kids as well as other Kids in the neighborhood.

Specific Zoning Code provision that applicant is seeking variance from: 1224.01(b)

Variance Requested: Additional Square Footage Authorization for property

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 Tory Elrich Date 3-26-25
Zoning Administrator [Signature] Date 3-27-2025

FILING FEES (office use only):
Residential (\$159.00) _____
Commercial (\$318.00) _____
Receipt No.: _____ TOTAL: 159.00

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
April 09, 2025

Agenda Items

1. Call to Order
2. Attendance
3. Old Business
4. New Business
 - a. BZA 25-0005 - Total Accessory Structure Area – 221 North American Blvd.
5. Approval of Minutes
 - a. Board of Zoning Appeal Minutes: April 9, 2025
6. Communications
7. Adjournment

Members Present:	Mr. Mike Flannery, Mr. Mike Johnston, Mr. Steve Stefanidis, and Mr. Robert Wolfe
Members Absent:	Mr. Kevin Larger
Staff Present:	Mr. Michael Hammes, City Planner
Others Present:	Mr. Tory Elrich

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 would make the final decision on all appeal and variance requests but will not hold its own public hearing. He noted that City Council would hear the request at its May 19, 2025, regular meeting.

2. Attendance

Four of the members were in attendance. Mr. Larger was absent.

3. Old Business

Mr. Hammes confirmed that there was no old business.

4. New Business

a. BZA 25-0004 Rear Deck Setback – 1200 Wilhelmina Drive

Mr. Hammes presented the staff report for Case BZA 25-0005, a request for a Total Accessory Structure Area variance on a residential property in the RSF-3 district. He stated that the applicant had constructed a 640 square foot shed on his property at 221 North American Blvd. Based on the size of the lot and the footprint of the existing home, the applicant is entitled to 512 square feet of accessory structures. With the existing 160 square foot shed, the new shed would bring the total accessory structure area to 800 square feet – 288 more than would otherwise be permitted.

Mr. Hammes displayed a photograph of the new accessory structure. He explained that the applicant, Mr. Tory Elrich, had purchased the 16' x 40' structure and had it delivered before learning that a permit and zoning approval would be required. After meeting with Zoning & Planning Coordinator Graham and Chief Building Official Mastrino, Mr. Elrich submitted a variance application.

Mr. Hammes referred to the applicant's site plan, showing the locations of the new and old accessory structures. He noted that the new shed would need to be moved forward 2 feet to account for the required setback and the utility easement.

Mr. Hammes reported that Staff recommended approval with one condition. The applicant would be required to secure a building permit and follow all recommendation of the Chief Building Official.

Mr. Stefanidis questioned whether the new structure could be moved forward, since it would have been anchored into concrete. Mr. Hammes replied that the applicant had not actually anchored the shed. Since there had been no building permit, the requirements for a building permit had not been followed. If the variance were approved, the applicant would need to move the shed and properly anchor it as part of that permit.

Mr. Stefanidis inquired about the utility easements at the rear of the property. Mr. Hammes explained that there is a five-foot utility easement along the rear property line.

Mr. Tory Elrich, of 221 North American Blvd., addressed the Board as the applicant. He referred to the letter he had submitted to the Board and confirmed that he had not known about the City's permit requirements prior to purchasing the shed. He explained that there were sewer lines behind his home, but that the new shed would not interfere with those utilities.

A discussion ensued regarding the setbacks and easements that determine placement of the new structure. Mr. Hammes confirmed that the new structure must be 5 feet away from any property line, but that that distance would be higher if the utility easement were larger than 5 feet.

Mr. Elrich, referring to his letter, noted that he had all utilities located before the shed was delivered.

Mr. Flannery replied, stating his concern about making sure that the applicant obtained a permit. He asked the applicant if there would be any problem with obtaining a permit. Mr. Elrich replied that he would have no problem getting a permit.

Mr. Wolfe asked if there were concerns from neighbors regarding the size of the structure. Mr. Elrich replied that the neighbors had complimented the structure and appreciated the upgrade to his property.

Mr. Hammes added that his office had not received any comments in favor of or against the application from the public.

Mr. Stefanidis asked if the applicant was willing to move the shed. Mr. Elrich replied that he and his father would be able to move the shed. A company in Indiana would be providing a quote for the appropriate anchoring system.

Mr. Stefanidis asked if there would or would not be a concrete pad. Mr. Elrich replied that there would be no concrete pad. Mr. Hammes added that official, certified and stamped drawings for the proposed anchoring system would be submitted to the Chief Building Official, who would compare those drawings to the Ohio Building Code to make sure that the system – whatever it involves – conforms to our standards. Mr. Hammes added that the anchoring system would need to be properly installed once approved.

Mr. Stefanidis asked if the shed had a floor. Mr. Elrich replied that there was a floor with 4x4 runners and other standard structures. He added that he and his father had a plan for moving the shed with a tractor.

Mr. Hammes reported that the proposed condition was not specific about steps required to comply with our building standards – only that the applicant comply with those standards. In essence, the applicant was being directed to do whatever the Chief Building Official says to do.

Hearing no further comments from the public, Mr. Flannery closed the public portion of the meeting.

Variance Criteria

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 that the property has a beneficial use without granting the variance.

Variance Criteria (Cont'd)

- (2) Whether the variance is substantial;

BZA Comment: The Board agreed that the variance is somewhat substantial, given the proportion of accessory to primary structures.

- (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 with the proposed condition 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 that 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 be obviated without a variance due to the size of the primary structure and the design of the lot.

- (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 the intent behind the zoning code would be observed by granting the variance.

Variance Criteria (Cont'd)

- (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 that, in the event that the requested variance is approved, a building permit would still be required.

Mr. Flannery reported that Staff recommends that the Board of Zoning Appeals recommend **approval** of the requested variance from City Code Section 1224.01(b)(9)(C) for the purpose of allowing accessory structures with a combined Total Accessory Structure Area of 800 square feet at 221 North American Blvd.

Mr. Hammes added that Staff further recommends that the following condition be included with any recommendation of approval:

1. The applicant must obtain a building permit and comply with all standards and requirements associated with that permit, as directed by the Chief Building Official.

Hearing no questions, Mr. Flannery called for a motion.

Mr. Wolfe made the motion to recommend **approval** of the requested variance from City Code Section 1224.01(b)(9)(C) for the purpose of allowing accessory structures with a combined Total Accessory Structure Area of 800 square feet at 221 North American Blvd., and that the recommendation include the proposed condition as articulated by Staff.

Mr. Johnston seconded the motion. The motion passed 4-0.

Mr. Flannery advised the applicant that it would be in his best interest to attend the City Council Study Session on May 5, 2025, at 5:300 p.m. and the City Council Meeting on May 19, 2025, at 7:00 p.m.

5. Approval of Minutes

a. Board of Zoning Appeal Minutes: April 9, 2025

Mr. Johnston made a motion to approve the April 9, 2025, Meeting Minutes. Mr. Wolfe seconded the motion. The motion passed 4-0.

6. Communications

Mr. Stefanidis made a motion to excuse Mr. Larger. Mr. Wolfe seconded the motion. The motion passed 4-0.

Mr. Hammes reported there would be a meeting on May 14, 2025. The Board will review a variance request for minimum lot frontage for a property on Pool Avenue.

Mr. Hammes asked the members to notify his office if they would be unable to attend a scheduled meeting.

7. Adjournment

Mr. Johnston made a motion for adjournment. Mr. Wolfe seconded the motion. The motion passed 4-0.

The meeting was adjourned at 6:32 p.m.

Mike Flannery
Chair

Home ▼ Property Search ▼ Value Dispute Links ▼ GIS Mapping

Summary

PARID: B02 00108 0021

PARCEL LOCATION: 221 AMERICAN BLVD N

NBHD CODE: 48030000

1 of 1

Property Description

Return to Search Results

Tax Year: 2024 ▼

Tax Summary

Land

Actions

Printable Summary

Printable Version

Payments List

Levy Distribution

[Click here to view neighborhood map](#)

Reports

New Levies

Special Assessments

Permits

Value History

Rental Registration

Sketch

Sales

Tax Detail

Pay Taxes

Property Photos

GIS Parcel Map

Owner

ELRICH TORY S

Mailing

Name

ELRICH TORY S

Mailing Address

221 N AMERICAN BLVD

City, State, Zip

VANDALIA, OH 45377

Legal

Legal Description

90 AIRLINE HTS & PT VAC ST

Land Use Description

R - SINGLE FAMILY DWELLING, PLATTED LOT

Acres

0

Deed

Tax District Name

VANDALIA CITY-VAN BUTLER CSD

Sales

Date	Sale Price	Deed Reference	Grantee	Buyer
19-NOV-93	\$70,000			
30-OCT-06	\$60,000	SFD-06-101266	HUTCHISON ROBERT	BANK OF NEW YORK TR
26-FEB-07		200700016216	BANK OF NEW YORK TR	COUNTRYWIDE HOME LOANS INC
05-SEP-07	\$66,000	200700075782	COUNTRYWIDE HOME LOANS INC	GILLELAND JOHN AND
27-JAN-16	\$28,680	201600004490	GILLELAND JOHN AND	GILLELAND JOHN ROBERT
16-DEC-19	\$156,405	201900070555	GILLELAND JOHN ROBERT	ELRICH TORY S
10-AUG-22		202200050730	ELRICH TORY S	ELRICH TORY S

Values

	50%	100%
Land	15,330	43,800
Improvements	54,820	158,640
CAUV	0	0
Total	70,150	202,440

Building

Exterior Wall Material	ALUMINUM/VINYL
Building Style	OLD STYLE
Number of Stories	2
Year Built	1949
Total Rms/Bedrms/Baths/Half Baths	6/3/1/1
Square Feet of Living Area	1,624
Finished Basement Living Area (Sq. Ft.)	0
Rec Room (Sq. Ft.)	650
Total Square Footage	1,624
Basement	PART
Central Heat/Air Cond	CENTRAL HEAT WITH A/C
Heating System Type	HOT AIR
Heating Fuel Type	GAS
Number of Fireplaces(Masonry)	2
Number of Fireplaces(Prefab)	

Current Year Special Assessments

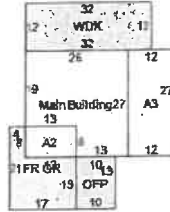
41100-MCD/AP MCD/AQUIFER PRES SUBD	\$1.15
11777-APC FEE	\$21.50

Current Year Rollback Summary

Non Business Credit	-\$348.50
Owner Occupancy Credit	-\$87.12
Homestead	\$0.00
Reduction Factor	-\$2,429.88

Tax Summary

Year	Prior Year	Prior Year	1st Half	1st Half	2nd Half	2nd Half	Total
		Payments		Payments		Payments	Currently Due
2024	\$0.00	\$0.00	\$1,888.89	-\$1,888.89	\$1,888.74	\$0.00	\$1,888.74



OHIO ARMY NATIONAL GUARD
HEADQUARTERS AND HEADQUARTERS COMPANY
216TH ENGINEER BATTALION
10050 WOODLAWN BLVD
CINCINNATI, OHIO 45215

NGOH-ENB-HHC

26 March 2025

MEMORANDUM FOR THE CITY OF VANDALIA ZONING OFFICE

SUBJECT: Requested Variance for 221 North American Blvd Vandalia, OH 45377

1. The purpose of this memorandum is to request an official variance to my property located a 221 North American Blvd. The variance requested is additional square footage of additional structures on my property totaling 640 sq ft in the structure of a 16' x 40' detached shed. This structure has already been emplaced, and I was unaware of the square footage limitations of additional structures on the property until I spoke with Mr. Graham and the inspector, Mr. Mastrino on 24 March 2025. Prior to emplacement, I ensured the building did not obstruct water lines, sewage, or any other utilities that may be underground or aerial on the property. I paid cash for this structure in the amount of \$13,360 so removing this building from my property would cause a large financial loss for myself and my family. The below (8) Criteria listed in the variance request outlines the details of this variance request.

a. Reasonable Return: With this structure, the intended use is an indoor batting cage and gym for my children ages 10 and 14 as well as their school friends to practice and work out. This structure being placed on my property will increase the home value and provide a safe place for local neighborhood kids to practice and hang out. This structure will be powered by generator only and will not have hard power ran to it. Without this variance, the structure cannot be altered because it was prefabricated, resulting in a complete removal of the structure.

b. Is the Variance Substantial: Unknown to myself, the maximum square footage of additional structures for my property is around 570 sq ft. I previously had a landscaping shed that is 10'x16' (160-sq ft) prior to the 16'x40' shed. The total square footage of the two combined is 800 sq ft which is roughly 230 sq ft over the allowed structure. Neither building results in a detriment to neighbors, or property functionality. The overall impact of this variance requested is low.

c. Character of Neighborhood: There is no impact to other surrounding neighbors with the emplacement of this structure on the property. My property is already surrounded entirely by privacy fencing so visibility of the new structure is just the roofline. The structure is Amish built, well built and aesthetically pleasing. It has a metal roof that will last a very long time and will not deteriorate or need replacement or become an eye sore for surrounding neighbors. Overall, the impact of this structure is very minimal and does not impact the neighborhood at all.

d. Delivery of Government Services: As stated in paragraph 1 above, before emplacement of the structure, underground sewage, water lines, cable, and aerial

NGOH-ENB-HHC

SUBJECT: Requested Variance for 221 North American Blvd Vandalia, OH 45377

utilities were all deconflicted. This structure does not effect the overall ability for government services to be worked on or serviced.

e. Zoning Restriction Knowledge: I purchased my home in November 2019 and have lived in this home with the exception of September 2022-July 2023 when I was deployed to Syria. I have never known about the zoning restrictions imposed for my property for additional structures. I should have ensured with the city prior to purchasing the structure, but I had no reason to believe that there was a limitation on maximum number of square feet were authorized per residential property.

f. Ways to Avoid without Variance: Unfortunately, with the building being paid for in full, and already emplaced on the property, a variance is the only way to move forward without causing significant financial hardship for myself and my family.

g. Spirit and Intent: With this structure, it will increase the property value which benefits the city as well for property taxes, etc. Additionally, the promotion of community welfare of being able to use the building for other local kids is a large benefit for the children within the community. The structure does not provide any negativity to the neighborhood, or city and still aligns with the overall zoning goal. Regarding substantial justice, the variance being granted would not harm the public interest and will not violate any rights of others surrounding the property, or within the city. The granting of this variance is actually a benefit to the greater good of the community and is in line with promoting our city and supporting our Youth.

h. Other Relevant Factors: Both neighbors to my left and right have fully supported this structure being emplaced. I am always happy to assist others in the neighborhood with household projects, landscaping, and provide an ear for local gossip. Overall, everyone in my neighborhood has complimented me with how much nicer the property has gotten since I moved into my home in 2019. This structure being added to my property is no different as it offers increased home value, which increases the surrounding homes values as well. With the structure being behind a privacy fence, it it not an eye sore for anyone, and the roof/siding that is visible is aesthetically pleasing to the eye.

2. I ask that this variance request be approved with all of the above mentioned facts of the structure. I do apologize for not being up to date on the additional structures part of the zoning code and have most definitiely learned my lesson to consult with Mr. graham in any future needs. I would also like to thank Mr. graham and Mr. Mastrino for their time and knowledge explaining everything to me when I met with them. The city of Vandalia has two very good employees that I would consider extremely knowledgeable and friendly.

NGOH-ENB-HHC

SUBJECT: Requested Variance for 221 North American Blvd Vandalia, OH 45377

5. Point of contact for this correspondence is Tory Elrich at toryelrich@icloud.com or by phone at 937-776-6912.

ELRICH.TORY Digitally signed by
ELRICH.TORY.SETH.13
.SETH.13886 88673202
73202 Date: 2025.03.26
13:23:19 -04'00'

TORY S. ELRICH
SFC, USA
Operations NCO

16'x40' shed

- 3' from rear property line
- 2.5' from left side of other shed
- 10' away from underground sewage line
- power lines / pole on opposite side of fence

10x16' Shed

- 3' away from Rear fence line

- 10' away from left property line

underground sewage to City Main

Aerial Power and Cable

water meter
water house

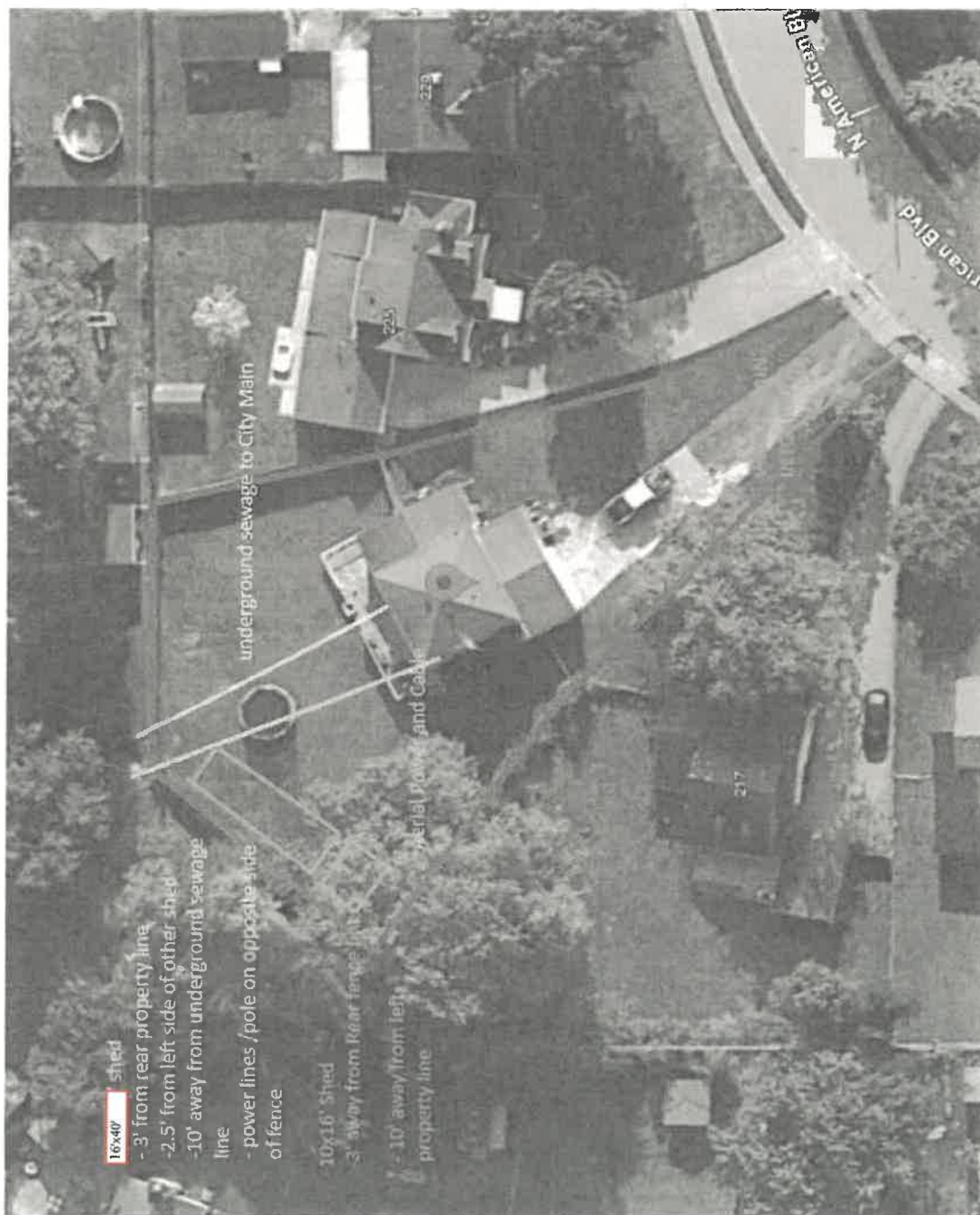
217

225

229

N American Blvd

N American Blvd



10' x 40' shed

- 3' from rear property line

- 2.5' from left side of other shed

- 10' away from underground sewage

line

- power lines / pole on opposite side

of fence

10x16' Shed

- 3' away from Rear fence line

- 10' away from left

property line

underground sewage to City Main

Aerial Power and Cable

WATER METER

POLE HOUSE

N American Blvd

Blvd

225

229

217

Memorandum

To: Mr. Kurt Althouse, Interim City Manager
From: Mrs. Angela Swartz, Deputy Clerk of Council
Date: April 15, 2025
Re: **Boards and Commissions – Appointment**

Attached for Council's review you will find an application for appointment to the Vandalia Arts Council.

Tara Landis has submitted an application requesting to be appointed to the Vandalia Arts Council. There are currently four vacancies for the Vandalia Arts Council.

After Council reviews said application during the Monday, April 21 Study Session and meets the candidate, if Council desires, we can include the appointment as an Action Item at the Council Meeting on May 5, 2025. There is no requirement for an Oath of Office to the Vandalia Arts Council.

CITY OF VANDALIA
BOARDS AND COMMISSIONS APPLICATION

If interested in more than one board, please number in order of preference.

- | | |
|---|---|
| ☒ _ Art Council
☐ _ Bicycle Committee
☐ _ Board of Tax Appeals
☐ _ Board of Zoning Appeals *
☐ _ Civil Service Commission *
☐ _ Community Reinvestment Area Housing Council | ☐ _ Golf Advisory Board
☐ _ Housing Code Board of Appeals
☐ _ Parks & Recreation Advisory Board
☐ _ Planning Commission *
☐ _ Vandalia Development Corporation |
|---|---|

Name: Mary M Zellmer

Phone: 937 424 6361 Secondary:

Address: 1191 Bailey Ave

City: Vandalia

State: OH

Zip: 45377

Why do you wish to be considered for this position?

Have had an interest in Art since junior high school to the present. Have studied Art Appreciation, classes at Boston Museum of Fine Arts, Google local guide with took numerous pictures of Vandalia Art Park.

Briefly state any specific background or qualifications you may have that would enhance your service on this board/commission/committee.

An interest in art.
Have a logical approach to life; many accounting classes, legal background, military background.
to include being a General's Aide

Please list any past volunteer roles in schools, service clubs, and/or other civic organizations.

Senior local driver Vandalia OH
Volunteered at Grandview Family Waiting Room

How do you view your role as an active member of the board/commission/committee?

Ability to take + type notes
Can assist with food trucks line up
General can do what needs to be done and show up.

Do you know the schedule meeting dates and times of the board/commission/committee?

☒ YES ☐ NO

Are you willing to make the commitment to be a regular attending member?

☒ YES ☐ NO

Do you wish your application to be kept on file for future vacancies?

☒ YES ☐ NO

IF YOU WISH, PLEASE ATTACH YOUR RESUME

***PLEASE NOTE:** Appointment to these City boards or commissions are a sworn position that requires you to take an Oath.

City of Vandalia
333 J.E. Bohanan Drive
Vandalia, OH 45377
Attn: Angela Swartz
937-415-2256
937-898-6117 (fax)
aswartz@vandaliaohio.org

Signature/Date

Email Address

Mary M Zellmer 22 Apr 2025

cloudwatcherohio@gmail.com

Revised: April 15 , 2025

ARTS COUNCIL

KRISTIN COX

Term Expiration: 06/30/26
751 Cassel Creek
Vandalia, OH 45377
937-307-0469
kcox.oh@gmail.com
Appointed: 11/18/19
Reappointed: 06/20/22

Vacant

Term Expiration:

JOANNE E. TOWNSEND

Term Expiration: 06/30/26
1019 Crestwood Hills.
Vandalia, OH 45377
(h) 898-6508
(c) 937-231-2874
joannetownsend919@gmail.com
Reappointed: 06/20/22

STEPHANIE WILMOTH

Term Expiration: 06/30/25
1640 Carolina Drive
Vandalia, OH 45377
(w)
(c) 937-475-5223
sawilmoth@hotmail.com
Appointed: 8/21/23
Reappointed:

JUSTIN SPIVEY

Term Expiration: VB Foundation Determines
206 E. National Road
Vandalia, OH 45377
937-409-5608
justin@spiveyphotography.com
Appointed by Vandalia-Butler Foundation:
4/21/2016

Vacant

Term Expiration:

Vacant

Term Expiration:

JUDITH POPE

Term Expiration: 06/30/25
1485 Furman Drive
Vandalia, OH 45377
judithpope@rocketmail.com
(h) 937-576-0103
(c) 937-313-3874
Reappointed: 06/21/2021

Vacant

Term Expiration:

EDGAR RAPP

Term Expiration: 06/30/26
235 Timberwind Lane
Vandalia, OH 45377
(c) 937-901-6660
elpfrapp@gmail.com
Reappointed: 06/20/22

CANDICE FARST

Term Expiration: 12/31/2025
(Council Representative)
311 Dunnigan Dr.
Vandalia, OH 45377
(h) 890-4646
(c) 266-9066
sevsun@aol.com
Reappointed: 01/02/24

AARON MESSENGER

(Staff Representative)
City of Vandalia/Vandalia Rec Center
1111 Stonequarry Road
Vandalia, OH 45377
(w) 415-2334
(c) 558-6000
amessenger@vandaliaohio.org

Members are NOT sworn
Term: 2 years
Resolution 20-R-45



May 19, 2025

Study Session

- Presentation: Department Update Police
- April 2025 Financial Reports
- Discussion: PC 25-0005 – 3320 Benchwood Road – Rezoning (RSF-1 to HB)
- Discussion: BZA 25-0006 – 650 Pool Ave – Minimum Lot Frontage (The Landing)
- Discussion: Update on Airport Access Sign Lease

Council Meeting

Communications, Petitions and Awards

- Proclamation – Veteran Service Organization – Veteran Banner Project
- Introduction & Oath of Office: Police Officer Kaitlyn Overman 5/19/25
- Introduction: Public Works Technician Matthew Decker 5/?/25

Action Item

- Boards & Commissions Appointment – Mary Zellmer – Vandalia Arts Council

Resolution

Ordinance – First

- Land Acquisition Note – Stonequarry Crossing
- Bond Anticipation Note – Fire Engine 2016 BAN & Fire Ladder Truck 2021 BAN

Ordinance – Second Reading

- Renaming Art Park Amphitheater
- Miami Valley Street Lighting Agreement

Ordinance – Emergency

Variance/Conditional Use

- BZA 25-0005 - 221 North American – Accessory Structure Total Area

Bill Listing April

Executive Session

June 16, 2025

Study Session

- Presentation: Department Update Fire
- Resolution: Referendum
- Discussion: Division of Fire Community Risk Assessment Action Plan
- May 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

- Proclamation – Pollinator Week June 23-29, 2025

Action Item

Resolution

Ordinance – First

- PC 25-0005 – 3320 Benchwood Road – Rezoning (RSF-1 to HB)

Ordinance – Second Reading

Ordinance – Emergency

- Land Acquisition Note – Stonequarry Crossing
- Bond Anticipation Note – Fire Engine 2016 BAN & Fire Ladder Truck 2021 BAN

Variance/Conditional Use

- BZA 25-0006 – 650 Pool Ave – Minimum Lot Frontage (The Landing)

Bill Listing May

Executive Session

July 21, 2025

Study Session

- Presentation: Department Update Parks & Recreation
- Ordinance: Assessments April, May and June
- June 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

- Referendum

Ordinance – First

Ordinance – Second Reading

- PC 25-0005 – 3320 Benchwood Road – Rezoning (RSF-1 to HB)

Ordinance – Emergency

- Assessments April, May and June

Variance/Conditional Use

Bill Listing June

Executive Session

August 18, 2025

Study Session

- Presentation: Department Update Public Service
- July 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Bill Listing July

Executive Session

TUESDAY, September 2, 2025

Study Session

- Presentation: Department Update Finance

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Executive Session

September 15, 2025

Study Session

- Presentation: Department Update - IT
- August 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Bill Listing August

Executive Session

October 6, 2025

Study Session

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Executive Session

October 20, 2025

Study Session

- September 2025 Financial Reports
- Ordinance: Assessments July, August and September

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

- Assessments July, August and September

Variance/Conditional Use

Bill Listing September

Executive Session

November 3, 2025

Study Session

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Executive Session

November 17, 2025

Study Session

- October 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Bill Listing October

Executive Session

December 1, 2025

Study Session

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Executive Session

December 15, 2025

Study Session

- November 2025 Financial Reports

Council Meeting

Communications, Petitions and Awards

Action Item

Resolution

Ordinance – First

Ordinance – Second Reading

Ordinance – Emergency

Variance/Conditional Use

Bill Listing November

Executive Session