

**May 5, 2025
City Council
Council Meeting - 7:00 PM**

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Meeting ID: 852 8883 4157

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

1. Call to Order
2. Moment of Reflection
3. Pledge of Allegiance
4. Approval of Minutes
 - A. Council Study Session Minutes: March 3, 2025
 - B. Council Meeting Minutes: March 3, 2025
5. Communications, Petitions and Awards
 - A. **Proclamation – Bicycle Month – May 2025**
Mayor Herbst will present a Proclamation to the Vandalia Bicycle Committee for Bicycle Month.
 - B. **Proclamation – National Police Week – May 11-17, 2025**
Mayor Herbst will present a Proclamation to the Division of Police for National Police Week.
 - C. **Proclamation - Public Works Week – May 18-24, 2025**
Mayor Herbst will present a Proclamation to the Division of Public Works for Public Works Week.
 - D. **Introduction: Public Safety Specialist Chase Solberg**
Mr. Althouse will introduce Public Safety Specialist Chase Solberg who began her employment on February 5, 2025.

E. **Introduction & Oath of Office: Police Chief Brandon Sucher**

Mr. Althouse will introduce and administer the Oath of Office to Police Chief Brandon Sucher.

6. Public Hearing

7. Comments from Interested Citizens

8. City Manager's Report

A. Information Items

1. **Large Debris drop off Saturday, May 10th**

The City of Vandalia is offering Vandalia Residents free large debris drop off from 8 am – 2 pm at the Public Works Garage. Proof of residency is required.

2. **Community Garage Sale – May 15-18, 2025**

The 2025 Community Garage Sale will be May 15-18. Registration is available on the City's website for City of Vandalia and Butler Township residents. Be sure to register your sale for inclusion in an area wide interactive map of all registered garage sales.

3. **Shred Day - Friday, May 16th, 2025**

The City is once again offering a FREE Shred Day to Vandalia residents on Friday, May 16, from 9:00 a.m. to Noon in the Municipal Building parking lot. City Staff will be there to assist citizens in unloading their vehicles. Avoid identity theft and safely dispose of sensitive documents.

4. **Ribbon Cutting Ceremony for Vandalia Art Park Amphitheater**

The City is hosting a Ribbon Cutting Ceremony for the Vandalia Art Park Amphitheater and Summer Kickoff Event on Thursday, May 22, 2025, from 6:00-8:00 pm. This event is open to the public.

B. Action Items

1. **Boards & Commissions Appointment**

Enclosed is the application of Tara Landis, who is requesting appointment to the Vandalia Arts Council.

9. Old Business

10. Resolutions

A. **25-R-26 A Resolution Awarding The Bid For Sanitary Sewer Slip Lining, Requested By Development And Engineering Services, To Insight Pipe Contracting, LLC At The Lowest And Best Bid Price Of \$206,981.00**

- B. 25-R-27 A Resolution Awarding The Bid For Resurfacing Of Various Streets, Requested By Development And Engineering Services, To Barrett Paving Materials At The Lowest And Best Bid Price Of \$1,191,277.21
- C. 25-R-28 A Resolution Authorizing The City Manager To Enter Into An Contract With Geograph Industries, Inc. For Wayfinding Signage At The Vandalia Sports Complex
- D. 25-R-29 A Resolution Designating Additional Financial Institutions As Depositories For Active, Interim And Inactive Funds Of The City Of Vandalia For The Period Designated In Resolution 22-R-12, And Authorizing Depository Agreements With Said Institutions
- E. 25-R-30 A Resolution Authorizing The City Manager To Enter Into A Contract With Us Bank For Investment Custodial Services

11. Ordinances - First Reading

- A. 25-09 An Ordinance Naming The Vandalia Art Park Amphitheater In Honor Of Bill Jergens
- B. 25-10 An Ordinance Expressing The City's Intent To Negotiate Jointly With Other Cities In The Region On A One Price Schedule Under Which Electric Light Services Shall Be Furnished To The Residents Of The City For The Purpose Of Street Lighting

12. Ordinances - Second Reading

- A. 25-07 An Ordinance Amending The Text Of The Vandalia Zoning Code Regarding The Standards Of The Interstate And Limited-Access Highway Sign Overlay District

13. Ordinances – Emergency

- A. 25-08 An Ordinance To Revise Appropriations For Current Expenses And Other Expenditures Of The City Of Vandalia, Montgomery County, Ohio During The Calendar Year Ending December 31, 2025, And Amending Ordinance 24-24 And Declaring An Emergency

14. Reports from Boards and Commissions

- A. **Variance: BZA 25-0004 Rear Deck Setback – 1200 Wilhelmina Drive**
Enclosed is a memorandum from Mr. Graham wherein the Applicant, Kaitlyn Dosch, has submitted an application requesting a variance to have a deck encroach into the minimum rear yard setback for the residential property at 1200 Wilhelmina Drive. The purpose of this request is to allow a deck that would encroach an additional 13 feet into the rear yard setback, causing the overall

setback (with the existing home) to be 5 feet from the property line. The Board of Zoning Appeals voted 4-0 to recommend approval of the proposed variance.

B. Records Commission Minutes: October 28, 2024

C. Board of Zoning Appeals Minutes: April 9, 2025

15. Council Comments

16. Executive Session

17. Adjournment

These icons illustrate which strategic goals Council Actions align to



Opportunity

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



Safe & Secure

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



Infrastructure

Protect infrastructure by investing in roads, utilities & parks.



Vibrant

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



Fiscal Sustainability

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



Trust and Confidence

Transparent government to empower stakeholder engagement.



Sharpen the Saw

Refining practices and leverage technology to improve customer service.

CITY OF VANDALIA
March 3, 2025
City Council
Study Session – 6:00 PM

CITY OF VANDALIA
Council Study Session Minutes
Municipal Building
333 Bohanan Drive
Monday, February 3, 2025
6:00 P.M.

Councilmembers Present: Mayor Herbst, Vice Mayor Mike Blakesly, Councilmember Amber Aivalotis-Weaver, Councilmember Candice Farst, Councilmember Corey M. Follick and Councilmember Dave Lewis.

Councilmembers Absent: Councilmember Cindy Doogan.

Others Present: Jerry McDonald, Kurt Althouse, Rob Cron, Angela Swartz, Darren Davey, Mike Hammes, Ben Borton, Ben Graham, Jake Hayslett, Chad Follick, Leann Hanf, Brandon Sucher, Barbra Spurgeon, Don Hutchison, Larry Doogan, Amos Knipp, Ben Walker, Alex Barnett and Grant Korol.

Mayor Herbst called the Study Session to order at 6:01 p.m.

Monday, March 3, 2025

Items on this evening's Council Meeting Agenda

Mayor Herbst called for questions or comments regarding items on this evening's Council agenda. There were none.

Monday, March 17, 2025

Resolution: Asphalt Purchase Award

Mr. Borton advised Council bids were publicly opened for the Asphaltic Concrete Purchase on Tuesday, February 25, 2025. Two (2) suppliers submitted bids for the purchase of asphalt. This asphalt to be purchased will be used by the Public Works division to patch and make repairs, including utility repair holes such as watermain breaks, and resurface Cassel Hills Golf Course cart paths for the Parks & Recreation department. Director Borton recommends awarding the bid to Valley Asphalt Corporation as the lowest and best bid at their bid prices of \$82.00/Ton for Type II Base Asphalt and \$88.00/Ton for Type I Surface Asphalt. There were no comments or questions from Council.

Resolution: Granite Telecommunications Contract Renewal

Mr. Davey advised Council the City's 36-month service contract with Granite Telecommunications expired in 2024. Granite serves as the primary connection between the City's phone system and external telecom carriers, facilitating both inbound and outbound calls. To ensure continued cost-effective and stable telecommunications services, IT Manager Davey recommends renewing the agreement with Granite Telecommunications for another 36-month term at an annual cost of \$5,188. **Mr. Davey** advised Council it was determined that this item would not need a resolution. There were no comments or questions from Council.

Resolution: Police Cruisers MDT's Replacement

Mr. Davey advised Council the Vandalia Division of Police relies on ruggedized mobile data terminals (MDTs) in patrol vehicles to access critical resources such as maps, dispatch data, report writing, and

dash cameras. The current Panasonic CF-31 Toughbooks have reached the end of their service life and are not compatible with the current version of Microsoft Windows, which is required for CJIS compliance. The IT Department obtained a quote from CDWG for new Panasonic FZ-40 Toughbooks and docking stations using cooperative purchasing pricing through the Sourcewell contract. The Division of Police budgeted \$67,600 for the equipment upgrade. IT Manager Davey is recommending that Council waive formal bidding and approve the purchase of the Police Mobile Data Terminal Upgrade from CDW-G at the Sourcewell cooperative purchasing price of \$67,573.14. There were no comments or questions from Council.

Variance: BZA 25-0001 Chickens – 995 Forest View Court

Mr. Graham advised Council the Applicant, Caitlin Korol has requested a variance to have 5 chickens on less than 2.5 acres of land for the property located at 995 Forest View Court. The proposal involves having 5 chickens on 0.34 acres of land. City Code Section 1224.01(e)(20)(A) provides that the “raising of chickens shall be permitted with the standards as set forth in this Section, in the A, RSF-1, RSF-2, RSF-3, RSF-4 and PUD Zoning Districts, unless otherwise restricted by private development standards, as an accessory use to a principal single-family use when the lot size is 2 acres or more.” **Mr. Graham** advised that City Code Section 1224.01(e)(20)(B)(i) provides that “No chickens shall be permitted at a ratio greater than 2 chickens per acre with a maximum of 8 chickens per property, regardless of acreage.” The Applicant is proposing having 5 chickens on 0.34 acres. **Mr. Graham** advised that City Code Section 1224.01(e)(20)(B) provides that “chickens shall be kept in a coop or enclosed pen which shall be no closer than 25 feet from any lot line.” If the variance is approved, the applicant has agreed to move and provided a site plan showing the chicken coop 30 feet from the property line. **Mr. Graham** advised that the neighboring properties at 955, 960, 975 and 980 Forest View Court, and 370 and 396 West Alkaline Springs Road all signed a support petition or called in to support this variance. **Mr. Graham** advised on February 26th, 2025, the Board of Zoning Appeals voted 3-2 to recommend approval with three conditions being, 1. The chicken coop shall be moved at least 25 feet from any lot line, 2. Coops and pens shall be maintained to prevent offensive smells becoming injurious to the health, comfort, or property of individuals or of the public, and 3. The wings of any chicken kept under this variance shall be clipped. There was a brief discussion regarding Board of Zoning Appeals members abstaining during the voting of the criteria, this variance creating a precedent, the applicant seeing the chickens as pets, not raising livestock, the possibility of revisiting the chicken issue, revising the City Code, clarification in the BZA minutes, the applicant included Montgomery, OH chicken code, not Montgomery County and future training for BZA members, Planning Commission members and Councilmembers. The applicant, **Mr. Grant Korol** addressed Council, stating he was under the impression due to the 2019 code change chickens were allowed in all residential zoning areas and his children have become attached to the chickens and treat them as pets. **Mr. Korol** shared none of the nearby neighbors have any issues with them raising chickens.

Variance: BZA 25-0002 Maximum Building Sign Area – 780 Northwoods Boulevard – Kroger

Mr. Graham advised Council the Applicant, Atlantic Sign Company, on behalf of Kroger has requested a variance to exceed the maximum building sign area for the property located at 780 Northwoods Boulevard. The proposal involves allowing 327.58 square feet of signage on the primary facade of the building, where the maximum sign area allowed is 250 square feet. On February 26th, 2025, the Board of Zoning Appeals voted 5-0 to recommend approval. There were no comments or questions from Council.

Discussion

OutFront Media Billboard Lease – Zoning Update

Mr. McDonald advised Council the two signs that OutFront Media wishes to lease are non-conforming if converted to LED. **Mr. McDonald** advised the option is to make an amendment to the Zoning Code, allowing LED signs in this area, noting there are no other signs in the City that would be within the current Highway Sign Overlay District. **Mr. McDonald** inquired if Council would like to entertain moving

forward with a code amendment, which would go to Planning Commission first, then to Council for consideration. **Mr. Hammes** advised Council the code amendment would allow the change in size and conversion to digital billboard signs on Airport Access only, adding there are currently six billboard signs on Airport Access and there would not be any additional billboard signs put up, only to replace an old sign. Council was in favor of Staff moving forward with the text amendment for the digital billboard signs.

Legislative Calendar

Mayor Herbst solicited comments or questions on the Legislative Calendar. **Mayor Herbst** noted he advised Mr. Althouse to schedule the Council Retreat within the same week of a Council meeting if at all possible. **Councilmember Aivalotis-Weaver** inquired when the update on the EV Charging Stations Usage would be presented to Council. **Mr. Cron** advised he would present the information to Council at the April 7th Study Session, then giving a usage report quarterly moving forward.

Study Session adjourned at 6:28 p.m.

Angela Swartz
Executive Assistant
Deputy Clerk of Council
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The Council of the City of Vandalia Meeting Minutes

March 3, 2025

COUNCIL MEMBERS PRESENT: Mayor Herbst, Vice Mayor Mike Blakesly, Councilmember Amber Aivalotis-Weaver, Councilmember Cindy Doogan, Councilmember Candice Farst, Councilmember Corey M. Follick and Councilmember Dave Lewis.

OTHERS PRESENT: Jerry McDonald, Kurt Althouse, Rob Cron, Angela Swartz, Darren Davey, Mike Hammes, Ben Borton, Ben Graham, Jake Hayslett, Chad Follick, Leann Hanf, Brandon Sucher, Barbra Spurgeon, Don Hutchison, Larry Doogan, Amos Knipp, Ben Walker, Leticia Igoe, Lisa Sellers, Frances Goecke, Russell Muntz, Terrie Manuel, Jamie Spenser, Larry Taylor, Ed Burke, Tanya Brown, April Nugent, Kate Flinn, Tim Flinn, Sharie Coover, Tameal Weatherhead, Barbra Breisch, Don Engle, Patty Gomes, Ed Kelker, Alex Gunter-Dray, Joe Joity, Donna Imwalle, Donna Plant, Dave King, Bob McClinton, Helen, Andrew, Andy Burke, James Breisch, Gloria Shannahan, Bob Shannahan, Chris and Amy Vanderhorst, Venetia Green, Lenard Green, Cheutaunia Johnson, Sue Allen, Gary Allen, Kimerly Bish, Kristen Bell, Dan Hicks and Jennifer Hoagland.

Mayor Herbst called the council meeting of the Council of the City of Vandalia to order at 7:00 p.m. **Mayor Herbst** called for a moment of reflection followed by the Pledge of Allegiance.

Approval of Previous Minutes:

The Council Study Session Minutes from January 21, 2025, and the Council Meeting Minutes from January 21, 2025, were approved as presented.

Communications, Petitions and Awards: None

Public Hearing: **Mayor Herbst** advised the Addison Properties public hearing would be held during the second reading of Ordinance 25-02 later on the agenda.

Comments from Interested Citizens:

Mayor Herbst called for comments from interested citizens advising as they come to the podium, please clearly state their name and address for the record. **Mayor Herbst** asked those who speak to please follow the etiquette of communicating with respect to others, to please stay on topic with their statements, while addressing Council. **Mayor Herbst** reminded the audience, this is not the forum for arguments and asked in an effort to give all citizens an opportunity to express their thoughts and concerns, to keep their comments as brief as possible. **Mayor Herbst** asked that all Addison Properties comments be held until the agenda item number 12. **Amos Knipp**, 207 James Bohanan Drive, Apt. 2, addressed Council about the snow removal, noting the road crews have done a fantastic job, but there is room for improvement for crosswalks, sidewalks and bus stops. **Mr. Knipp** addressed Council about the meeting times of the Study Session and Council

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

meetings needing to be consistent. **Dan Hicks**, 534 Rader Drive, addressed Council inquiring about revisiting the Zoning Code regarding solar panels due to the continued rising energy costs.

CITY MANAGER'S REPORT

Information Items:

Mr. Cron advised the first large debris drop-off for 2025 is Saturday, March 8th, offering Vandalia Residents free large debris drop off from 8 am – 2 pm at the Public Works Garage, noting proof of residency is required. **Mr. Cron** shared Daylight Savings time is Sunday, March 9th, advising everyone to set their clocks ahead one hour.

Action Item: None

Old Business: None

Resolutions:

25-R-15 A Resolution Authorizing The City Council To Elect Two Members To Serve On The City Of Vandalia Volunteer Firefighter Dependents Fund Board And Establishing An Annual Election Procedure. **Mr. McDonald** read Resolution 25-R-15 by title. **Mr. Cron** advised Council the Ohio Volunteer Firefighters' Dependents Fund is a fund that helps support the families of volunteer firefighters who die or become disabled in the line of duty. The fund is established in Ohio Revised Code Chapter 146. The Vandalia Division of Fire, in accordance with ORC Chapter 146, must elect a VFDF Review Board annually. The resolution proposed outlines how that board will be elected, this is a process that we will have to do annually moving forward. There were no comments from Council. It was moved by Councilmember Follick, second by Councilmember Farst to approve Resolution 25-R-15, electing Vice Mayor Michael Blakesly and Councilmember Aivalotis-Weaver to serve as representatives on the Volunteer Firefighters' Dependents Fund Board for a term beginning January 1, 2026, and expiring December 31, 2026. Resolution passed 7-0.

Ordinances – First Reading: None

Ordinances – Second Reading:

25-02 An Ordinance Approving A Planned Unit Development Preliminary Development Plan And Associated Zoning Map Change For Land Generally Located At 7848 South Brown School Road. **Mr. McDonald** read Ordinance 25-02 by title.

Mayor Herbst addressed the audience stating as this Ordinance is in the second reading, Council is required to hold a public hearing. **Mayor Herbst** opened the public hearing, adding that if anyone intends to speak tonight, please stand, raise their right hand to be sworn in. There were several members of the audience who stood to which Mayor Herbst asked if they swear or affirm that the testimony they were giving was true and accurate, all answered "I do". **Mayor Herbst** instructed them to please be seated. **Mayor Herbst** asked those who speak to please follow the etiquette of communicating with respect to

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

others, as a courtesy, please stay on topic with their statements, while addressing Council, reminding everyone that this is not the forum for arguments. **Mayor Herbst** advised to give all citizens an opportunity to express their thoughts and concerns, to keep their comments as brief as possible. **Mayor Herbst** advised in order to proceed in an organized fashion he would first ask that staff introduce this matter, then ask the applicant to provide any comments, after which he would then open the hearing for public comments and then give the applicant an opportunity to respond to the comments. **Mayor Herbst** called upon Mr. Rob Cron. **Mr. Cron** advised Council the applicant, Addison Properties, has requested the creation of a Planned Unit Development district and the approval of a Preliminary Plan for the Riverdale Subdivision. The proposed PUD involves three parcels totaling 84.8 acres currently located in the A – Agriculture district. The parcels are located at 7848 South Brown School Road. On January 14th, 2025, the Planning Commission voted 3-1 to recommend approval of the creation of the PUD district. The Planning Commission also voted 3-1 to recommend approval of the proposed Preliminary Plan for the development. **Mayor Herbst** asked the applicant if they would like to make a comment, to which Mr. Friedman responded, no comment. **Mayor Herbst** addressed the audience for those who took the oath to come to the podium, state their name and address clearly for the record and their comment. **Donald Engle**, 859 Bolton Abby, addressed Council with comparisons of the Foxfire subdivision and the proposed Riverdale Subdivision, expressing his displeasure of the quality of building materials, lot sizes and requested Council to vote no on the proposed PUD. **Barbara Briesch**, 898 Deerhurst Drive, addressed Council with her concern about the increased traffic the proposed subdivision would create, speaking against the proposed PUD. **Russell Muntz**, 825 Deerhurst Drive, addressed Council with his concerns of more cars and more traffic the proposed subdivision would bring, speaking against the proposed PUD. **Larry Taylor**, 1414 Carolina Avenue, addressed Council sharing the City has become dormant, losing banks, drug stores, restaurants, empty businesses, lower number of student enrollment and needs the growth with more housing. **Donald Engle**, 859 Bolton Abby Lane, addressed Council again, stating he is not against housing in Vandalia, but the type of housing in the proposed location, noting it would be better suited by the Redwood Development. **Gloria Shanahan**, 7733 South Brown School Road, addressed Council with her concerns about the traffic and the quality of homes being proposed, vinyl plat homes in the Riverdale Subdivision, noting she drove to other cities to look at the product of homes, noting other changes need to be made to the downtown area to draw people to the City. **Ed Burke**, 2337 Upper Trent Way, addressed Council with his concern about the increased traffic, the layout of the proposed subdivision, the width of the roads for EMS traffic, the mailbox clusters, the number of cul-de-sacs, the strain on the schools and possibility of lead contamination. **Mayor Herbst** called upon Fire Chief Chad Follick to speak on any concerns with the layout of the development and the size of the roads. **Chief Follick** advised the initial information the

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

Fire Marshal has received with the preliminary plan, the roads are wide enough for the ladder truck, the largest apparatus, to respond with cars parked on both sides of the street. **Tonya Brown**, 4428 Poplar Creek Road, addressed Council with her concerns about the cul-de-sacs violating the current code of 600 feet, the amount of traffic, the low connectivity to the City and the possibility of lead contamination. **Mayor Herbst** called upon Mr. Mike Hammes to speak on the cul-de-sac issue. **Mr. Hammes** advised the 600 feet for a cul-de-sac is to allow easy access and for the distance utilities would need to be ran, such as hydrants. **Mr. Hammes** advised if the contours of the property or other unique circumstances warrant a slightly longer cul-de-sac is permitted in the Code particularly in a PUD Development, as it is its own district, noting the length of a cul-de-sac is approved by approving a preliminary plan that allows for a cul-de-sac of that length. **Mr. Hammes** advised if the plan proposed 1,500 feet or if fire service had objections based on the design, then staff would not recommend approval. **Mr. Hammes** advised that the proposed PUD is within the 10 to 15% of the 600 foot rule and designed with the adequate radiuses to allow for emergency access. **Councilmember Doogan** called upon Mr. Hammes inquiring if the exception to the cul-de-sac length was written in the code. **Mr. Hammes** advised it is written in the structure of the Planned Unit Development that allows for the 600 foot rule or the lot frontage, which these standards can be adjusted as part of the Planned Unit Development process, which is what Council would be voting on tonight, to adjust the requirements to suit the proposal for this development. **Mr. Cron** advised there has been a change in the code since the original adoption of the 600 foot length cul-de-sac, increasing the minimum radius size of the ball of the cul-de-sac so fire apparatus and snow plows have more room to operate. **Tonya Brown**, 4428 Poplar Creek Road, addressed Council again, stating this PUD is the same design at the R4 that was previously presented and inquired if there was adequate access for machinery or equipment to get to the green space from the cul-de-sacs. **Mr. Cron** advised on the proposed plans, there are easements, access points at the end of the cul-de-sacs to the green space, which are not part of the lots. **Terrie Manuel**, 2431 Old Derby Court, addressed Council sharing she lives on a cul-de-sac in Foxfire, inquiring why the City sent a pick up truck with a plow to clear her street and why the fire hydrant is always covered with snow when the road is plowed. **Alex Gunter-Gray**, 751 Foxfire, addressed Council advising there are three people who will make money on this project, with only one being a Vandalia resident, with the other two not being in the greater Dayton area. **Mr. Gunter-Gray** asked Council to listen to the Citizens, and approve the development the way Council would want to live there and to think about the future Councilmembers with the decision made tonight. **Mr. Rick Ford** approached the podium to address Council, advising he had not taken the oath earlier to speak during this public hearing. **Mayor Herbst** asked if there was anyone else that came in late that would like to speak, please stand, raise their right hand to be sworn in. There were a few members of the audience

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

who stood to which Mayor Herbst asked if they swear or affirm that the testimony they were giving was true and accurate, all answered "I do". **Mayor Herbst** instructed them to please be seated. **Rich Ford**, 1616 Ashworth Drive, addressed Council with his concerns about the quality of the building materials of vinyl siding proposed for the subdivision, adding it should be natural products asking Council to vote no as the development is presented. **Mr. Ford** announced he is running for City Council. **Kristen Bell**, 781 Foxfire Trail, addressed Council sharing her family moved to Vandalia two years ago and they love it here and the schools are great. **Mrs. Bell** shared about the early testing for kindergarten and preschools for her daughters and was told there are not enough teachers for classes for students to test in. **Mrs. Bell** expressed her concerns about the proposed development and the additional strain it would put on the schools. **Mrs. Bell** expressed her concern on the increase of traffic the proposed development would cause. **Robert Shanahan**, 7733 South Brown School Road, addressed Council with his concerns of the quality of homes sharing, Arbor Homes received low stars, his concerns about the roads and traffic issues. **Mr. Shanahan** compared the proposed PUD on South Brown School Road to the PUD for 87 homes on Mulberry Road in 2022, to which Council denied. **Lisa Sellers**, 2041 Waterfall Lane, addressed Council expressing her concern about the traffic nightmare if Council approves the proposed development on South Brown School Road. **Sharon Hamby**, 4410 Poplar Creek Road, addressed Council inquiring why Redwood was not included in the opportunity of housing and why it was built with single dwelling, giving examples of apartments built in downtown Dayton and Huber Heights. **Mrs. Hamby** expressed her concerns about photos being presented of the property not being aerial photos showing where the trees are. **Mayor Herbst** advised at this time, he would like to give the applicant an opportunity to make any comments. **Mr. Jason Friedman** addressed Council, advising his company goes through a very rigorous process of review before a plan is presented to a City, with this proposed plan being thought out and reworked with their staff as well as City staff to put forward a plan that works, meets the City's code, and can be built. **Mr. Friedman** advised they will follow and meet all 13 of the review criteria and have made adjustments including increasing the lots sizes on Brown School Road, a commitment to complete a traffic study impact study, and make any improvements that will come out of the report. **Mr. Friedman** advised this is the best housing option for this property and residential growth spurs growth within the City. At 8:13 p.m., **Mayor Herbst** closed the public hearing. **Mayor Herbst** addressed Councilmembers inquiring if they had any questions or comments before entertaining a motion. There was a brief discussion with Councilmembers and Mr. Friedman regarding the completion of an environmental study for any possible lead contamination, which has yielded a clean report, the clarification of mailbox clusters now being a requirement of the United State Postal Service for new developments, an independent traffic study, roadway widening of South Brown School Road, a dedicated turn lane, increasing the lot size of homes along South Brown

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

School Road, sufficient architectural variety of elevations of homes or exterior color package, landscape buffering behind the 13 lots and the right away on South Brown School Road, using natural building materials of the exterior façade, the need for homes and businesses in Vandalia to support the services through income tax. It was moved by Councilmember Follick, to approve Ordinance 25-02 in the second reading with the amendments to the following in Exhibit B, Architectural Standards; (h) those lots located along South Brown School Road (Lots 31 through 35 and 119 through 126, inclusive) will be limited to Dwelling Units of 2,000 square feet and larger, (i) no two Dwelling Units with the same elevation or exterior color package shall be permitted on either side of each other and directly across the street from each other and Other Standards; adding (d) adequate landscaping buffer consistent with Chapter 1232 of the Zoning Code shall be provided between the rear yards of lots 31 through 35 and lots 119 through 126 inclusive and South Brown School Road. Councilmember Lewis added two additional conditions, as part of the approval for the final development plan, a traffic study be completed, meeting the requirements of the City Code and mandating 25% or more of the exterior of the home be constructed of a hard-fixed brick or stone, with the remaining exterior being constructed of hardy board, no vinyl siding. Councilmember Follick accepted Councilmember Lewis' amendment to his motion. Councilmember Doogan second the motion. Motion failed 6-1, with Councilmembers Doogan, Follick, Farst, Aivalotis-Weaver, Vice Mayor Blakesly and Mayor Herbst voting no. **Law Director McDonald** advised Councilmembers they must either approve, deny or approve with conditions, noting Council made a motion to approve with five conditions, which failed, not meeting these three options. Councilmember Follick made a motion, second by Vice Mayor Blakesly to approve Ordinance 25-02 in the second reading with the amendments to the following in Exhibit B, Architectural Standards; (h) those lots located along South Brown School Road (Lots 31 through 35 and 119 through 126, inclusive) will be limited to Dwelling Units of 2,000 square feet and larger, (i) no two Dwelling Units with the same elevation or exterior color package shall be permitted on either side of each other and directly across the street of each other and Other Standards; adding (d) adequate landscaping buffer consistent with Chapter 1232 of the Zoning Code shall be provided between the rear yards of lots 31 through 35 and lots 119 through 126 inclusive and South Brown School Road, as part of the approval for the final development plan, adding under Other Standards; a traffic study must be completed, meeting the requirements of the City Code and Architectural Standards; (c) 25% of the three sides of the exterior of the home be constructed of a hard-fixed brick or stone, permitting vinyl siding. Motion passed 5-2, with Councilmember Farst and Councilmember Lewis voting no.

Ordinances – Emergency Reading: None

Reports from Boards and Commissions:

Mayor Herbst called for comments or questions on the Civil Service Minutes of

The Council of the City of Vandalia Meeting Minutes

March 3, 2025

December 5, 2024 and the Board of Zoning Appeals Minutes of December 11, 2024.

There were none.

Council Comments

Councilmember Aivalotis-Weaver shared she attended the Employee Appreciation Luncheon which was very nice, noting the longevity of many of the City of Vandalia's employees. **Councilmember Aivalotis-Weaver** thanked everyone for their work on a very hard decision concerning the PUD on South Brown School Road.

Councilmember Follick shared the ten City Employees who were recognized at the Employee Service Awards luncheon last Friday for a combined 155 years of service, with two 25 year recipients, Chad Baughman and Kristen Carnes, congratulations to all the employees. Councilmember Follick congratulated Captain Sucher on his appointment to Police Chief May 1st.

Vice Mayor Blakesly echoed all the sentiments and gave kudos to all the employees on the number of years of service, providing top-tier services to the community, which is greatly appreciated.

Mayor Herbst echoed the other Councilmembers comments, congratulating the employees honored last week and Captain Sucher on his appointment to Police Chief. **Mayor Herbst** thanked the members of the community for coming tonight and speaking.

The Regular meeting was adjourned at 9:43 p.m.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Angela Swartz, Deputy Clerk of Council

Proclamation

City of Vandalia, Ohio

Whereas, the month of May of 2025 has been proclaimed National Bike Month and;

Whereas, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation and can be used for commuting, shopping and errands in lieu of operating a motor vehicle, thereby preserving natural resources, and reducing air pollution and;

Whereas, creating bicycle-friendly communities has been shown to improve citizens' health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and

Whereas, the City of Vandalia adopted a resolution in 1995 establishing policy on designing, modifying and maintaining public streets to facilitate bicycle usage; and

Whereas, the City of Vandalia is a "bicycle friendly" community and wishes to encourage the use of bicycles as a means of transportation; and

Whereas, it is consistent with the city's high level of environmental consciousness and concern to support and encourage the citizens of Vandalia to consider incorporating bicycling into their lifestyles and daily activities whenever possible.

Now, Therefore, I, Richard Herbst, by the virtue of the authority vested in me as mayor of the City of Vandalia, do hereby proclaim May, 2025 as

Bicycling Month



in the City of Vandalia and encourage all persons to consider bicycling as a fitness and recreation activity and especially as an alternate means of transportation that saves energy and reduces pollution and traffic congestion.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE CITY OF VANDALIA TO BE
AFFIXED THIS 5TH DAY OF MAY, 2025.


Richard Herbst, Mayor

Proclamation

City of Vandalia, Ohio

Whereas, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

Whereas, the members of the Division of Police of the City of Vandalia play an essential role in safeguarding the rights and freedoms of Vandalia; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Division of Police, and that members of the Division of Police recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

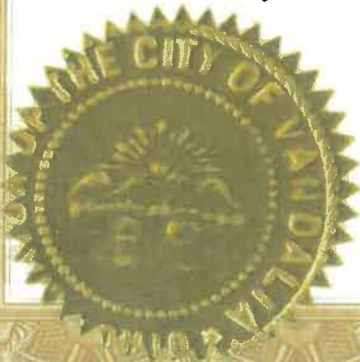
Whereas, in honor of Lt. James E. Bohanan, a member of the Division of Police, who gave his life in the line of duty on December 30, 1969 and other law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, let us recognize and pay respect to the survivors of our fallen heroes;

Whereas, Thursday, May 15, 2025, is designated as Peace Officer Memorial Day, in honor of all fallen officers and their families;

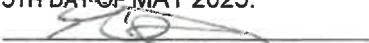
Now, Therefore, I, Richard Herbst, by virtue of authority vested in me as Mayor of the City of Vandalia do hereby proclaim the week of May 11 - 17, 2025

Police Week

in the City of Vandalia and call upon all citizens of City of Vandalia to observe May 15, 2025 as Peace Officers' Memorial Day.



IN WITNESS WHEREOF, I HAVE HEREUTNO
SET MY HAND AND CAUSED THE SEAL OF
THE CITY OF VANDALIA TO BE AFFIXED THIS
5TH DAY OF MAY 2025.


Richard Herbst, Mayor

Proclamation

City of Vandalia, Ohio

Whereas, public works services are essential to the daily lives of Vandalia residents; and

Whereas, the dedicated staff of the Vandalia Public Works and Development and Engineering Services departments maintain vital systems such as roads, water, sewer, waste collection, construction inspection, street lighting, and more; and

Whereas, their expertise supports the city's growth, safety, and overall appeal; and

Whereas, the quality of their work depends on the support and understanding of the community;

Now, Therefore, I, Richard Herbst, Mayor of the City of Vandalia, do hereby proclaim May 18–24, 2025 as

National Public Works Week

in the City of Vandalia and encourage all citizens, businesses, and organizations to recognize the vital role public works professionals play in enhancing our health, safety, and quality of life.

IN WITNESS WHEREOF, I HAVE HEREUNTO
SET MY HAND AND CAUSED THE SEAL OF
THE CITY OF VANDALIA TO BE AFFIXED THIS
5TH DAY OF MAY 2025.


Richard Herbst, Mayor

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.

Boards Commission Application

Please take your time to fill out all areas of the application. Be as complete and accurate as possible. If there is a question you are unsure of, leave it blank. If you are notified that a field is required, please complete it to the best of your knowledge before submitting it.

City of Vandalia - BOARDS AND COMMISSIONS APPLICATION

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

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

* PLEASE NOTE: Appointment to these City boards & commissions are sworn positions that require you to take an Oath of Office

Personal Information

First Name *	Middle Name	Last Name *
Tara		Landis
Mailing Address *		Apt. #
832 Olde Farm Ct		
City *	State *	Zip Code *
Vandalia	Ohio	▼ 45377
Email Address	Home Phone	Business Phone
tlandis1527@gmail.com	9375452434	

Why do you wish to be considered for this position?

I was asked by other members. I think I would be a good fit as one of the art teachers from our school district.

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

I'm a lifelong Vandalia resident and have taught for the Vandalia schools for the last 26 years.

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

I'm a current member of the Parks & Recreation Board.

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

I am able to give input from an artist perspective and as an art educator.

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

I attended one meeting. I am not aware of any future meeting dates and times.

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

Yes

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

Yes

Signature

IF YOU WISH, PLEASE ATTACH YOUR RESUME. Please Sign to Acknowledge

This document was signed by **Tara Landis**
on **04/09/2025 18:03:15 (UTC)**

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@jspiveyphotography.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

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION 25-R-26

A RESOLUTION AWARDING THE BID FOR SANITARY SEWER SLIP LINING, REQUESTED BY DEVELOPMENT AND ENGINEERING SERVICES, TO INSIGHT PIPE CONTRACTING, LLC AT THE LOWEST AND BEST BID PRICE OF \$206,981.00

WHEREAS, Council has received a memorandum from Ben Borton, Director of Public Service, dated April 16, 2025 recommending Council award the bid for the 2025 Sanitary Sewer Slip Lining project as described in the bid documents for that project, which were publicly opened on April 15, 2025; and

WHEREAS, The City of Vandalia will be reimbursed with a grant of \$50,000 in funding from a Community Development Block Grant (CDBG) from the Montgomery County Community & Economic Development department after completion of the project.

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

Section 1. Deeming it to be in the public interest of the City, Council awards the bid for Sanitary Sewer Slip Lining to Insight Pipe Contracting, LLC at the lowest and best bid price of \$206,981.00, also allowing for up to 10% of the original bid for contingency items that may arise during construction.

Section 2. Council authorizes the City Manager, or his/her designee, to negotiate and enter into a contract with Insight Pipe Contracting, LLC for the Sanitary Sewer Slip Lining project.

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

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

Passed this 5th day of May 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council



To: Kurt Althouse, Interim City Manager
From: Ben Borton, Director of Public Service
Date: April 16, 2025
Subject: Bid Award – 2025 Sanitary Sewer Slip Lining

Bids for the *Sanitary Sewer Slip Lining* were publicly opened on Tuesday, April 15, 2025. Six (6) sets of specifications were issued, and three (3) contractors submitted acceptable bids, ranging from \$206,981.00 to \$229,121.00. Our estimate for the project was \$213,000.

For your reference, the bid tabulation sheet and map outlining the sanitary sewers lines included in this year's project are attached.

As you may recall, this project received a **\$50,000 Community Development Block Grant (CDBG)** from the Montgomery County Community & Economic Development department.

Based on the acceptable bids, I recommend awarding the contract to **Insight Pipe Contracting** as the lowest and best bidder, at their submitted price of **\$206,981.00**.

A total of \$220,000 has been appropriated for this project in the Sewer Fund as part of the 2025 Capital Improvement Budget, which is **\$13,019 under budget**.



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

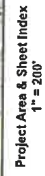


Fiscal Sustainability
Seize quality-of-life opportunities while maintaining fiscal practices.



CITY OF VANDALIA
Sanitary Sewer Slip Lining
Bid Tabulation Sheet
April 15, 2025
11:00 AM

Company	Bid Bond	Total Bid
United Survey 25145 Broadway Ave Oakwood Village, OH 44146	<u>yes</u>	<u>\$211,365.00</u>
Inliner Solutions LLC 4520 N State Road 37 Orleans, IN 47452-0186	<u></u>	<u>no bid</u>
Visu Sewer 6508 Taylor Rd SW Reynoldsburg, OH 43068	<u></u>	<u>no bid</u>
Insituform 3014 US Highway 301 N Suite 700 Tampa, FL 33619	<u>yes</u>	<u>\$229,121.00</u>
Insight Pipe 232 E Lancaster Rd Harmony, PA 16037	<u>yes</u>	<u>\$206,981.00</u>
Brackney Inc 2145 St Rd 1 Brookville, IN 47012	<u></u>	<u>no bid</u>



Approved	Date
Sanitary Sewer Slip Lining City of Vandallia - Montgomery County, Ohio	
Cover Sheet	
Scale: 1" = 200'	Date: January, 2025 Sheet: 1 of 4
Virdia Development & Engineering Services 3370 N. State Rd. Vandellia, Ohio 43177 Tel: 633-344-2542 Fax: 633-344-2543	

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION 25-R-27

A RESOLUTION AWARDING THE BID FOR RESURFACING OF VARIOUS STREETS, REQUESTED BY DEVELOPMENT AND ENGINEERING SERVICES, TO BARRETT PAVING MATERIALS AT THE LOWEST AND BEST BID PRICE OF \$1,191,277.21

WHEREAS, Council has received a memorandum and bid tabulation from Ben Borton, Director of Public Service, dated April 11, 2025, recommending Council award the bid for Resurfacing of Various Streets as described in the bid documents for that project which were opened on April 11, 2025; and

WHEREAS, The City of Vandalia will be reimbursed up to \$1,330,000 from the U.S. Department of Housing and Urban Development after completion of the project.

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

Section 1. Deeming it to be in the public interest of the City, Council awards the bid for Resurfacing of Various Streets listed on the 2025 Street Resurfacing List attached hereto and incorporated herein as Exhibit A, which may be amended by the Director of Public Service as needed to utilize the full grant funding, to Barrett Paving Materials in the amount of \$1,191,277.21 as the lowest and best bid. Council also authorizes up to \$1,330,000 for the project and contingency items that may arise during construction.

Section 2. Council authorizes the City Manager, or his/her designee, to negotiate and enter into a contract with Barrett Paving Materials for the Resurfacing of Various Streets.

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

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

Passed this 5th day of May 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council



To: Kurt Althouse, Interim City Manager
From: Ben Borton, Director of Public Service
Date: April 11, 2025
Subject: Bid Award – 2025 Resurfacing of Various Streets

Bids for the *Resurfacing of Various Streets* were publicly opened on Friday, April 11, 2025. Two (2) sets of specifications were issued, and two (2) contractors submitted bids, ranging from \$1,191,277.21 to \$1,199,830.14, compared to our estimate for the project of \$1,390,000. The bid tabulation sheet is attached for reference.

This resurfacing work is scheduled to follow the *2025 Concrete Curb & Sidewalk Replacement* project, which is already in progress. A map and list of the proposed streets for resurfacing this year are also attached.

As you may recall, we received a **\$1,330,000 Congressionally Directed Spending grant** from U.S. Representative Mike Turner, allocated through the U.S. Department of Housing and Urban Development (HUD). These funds were reallocated from the *Dayton International Airport Northeast Logistics Access (Ring Road)* project to support this resurfacing effort.

I recommend awarding the contract to **Barrett Paving Materials** as the lowest and best bidder, at their submitted price of **\$1,191,277.21**.

Given that the bid is significantly under the grant amount, I also recommend authorizing up to the **full grant amount** for a change order to add additional street segments to this year's project; specifically, streets that do not require concrete work.

In total, we have \$1,900,000 allocated in the 2025 Capital Improvement Budget for concrete repairs (curb & sidewalk, sidewalk grinding) and street resurfacing in multiple funds. The combined cost of all approved work, including this resurfacing project utilizing the full grant amount, would be **\$1,867,589**, which is **\$32,411 under budget**.



Infrastructure

Protect infrastructure by investing in roads, utilities & parks.



Fiscal Sustainability

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



Exhibit A



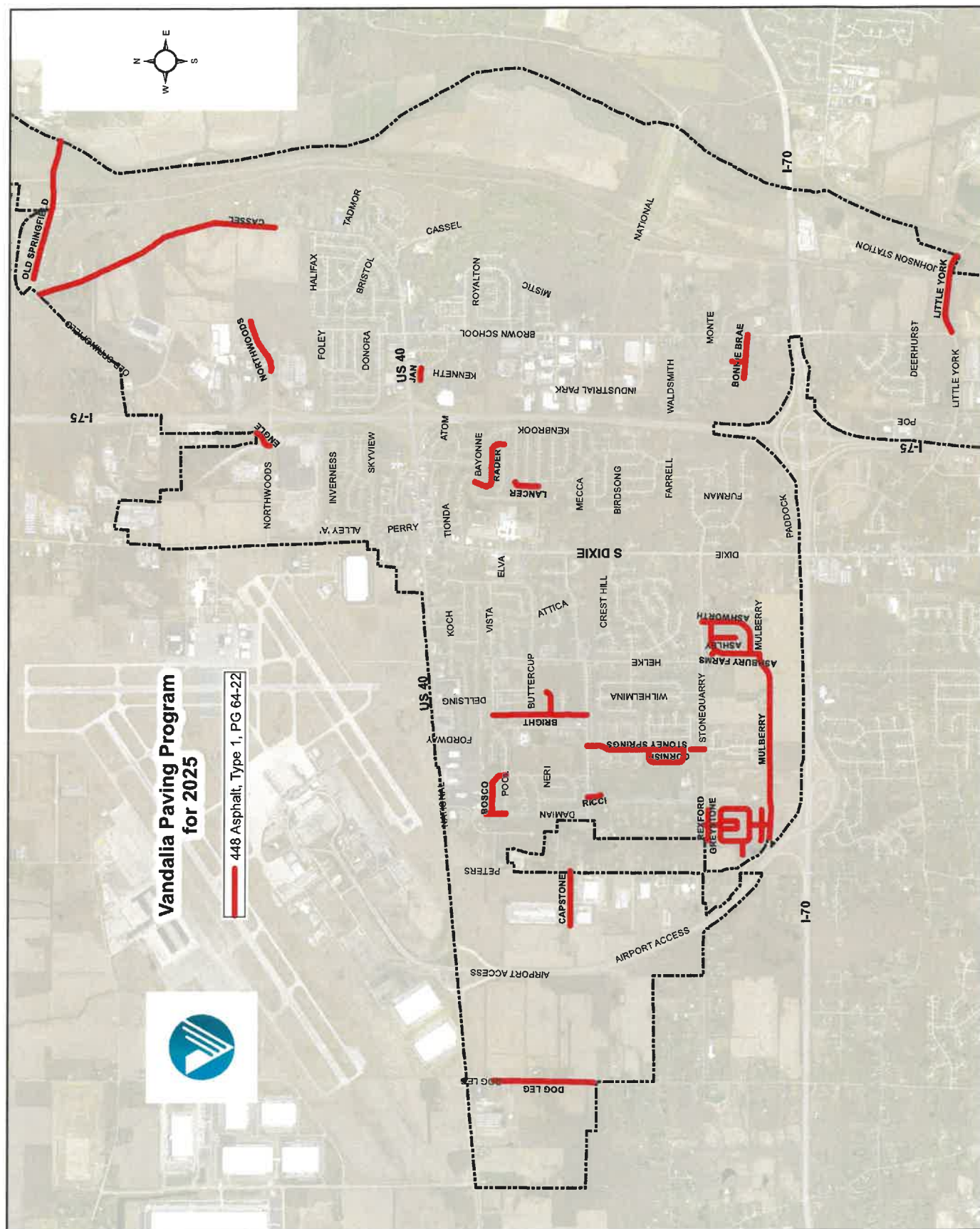
2025 Street Resurfacing List

Dog Leg Road (south of US 40 – Corp. Line)
Capstone Way
Old Springfield Road (Frost – east Corp. Line)
N. Cassel Road (Old Springfield – Cedar Cliff)
Northwoods Boulevard (Falls Creek – east end)
Engle Road
Bosco Avenue
Damian Street (Pool – north end)
Ricci Street
Cornish Drive
Stoney Springs Road
Coppergate Drive
Greystone Circle
Middlefield Court
Rexford Court
Tayfield Court
Bramley Court
Hedgestone Drive
Foxcroft Court
Lansdale Court
Mulberry Road (Ashbury Farms – Corp. Line)
Ashley Place
Ash Ridge Court
Ashworth Drive
Ashbury Farms Drive
Clear Brooke Court
Bright Avenue
Rader Drive
Lancer Avenue
Jan Avenue
Bonnie Brae Avenue
Wickliff Street
Little York Road (S. Brown School – east Corp. Line)



CITY OF VANDALIA
Resurfacing of Various Streets 2025
Bid Tabulation Sheet
April 11, 2025
11:00 AM

Company	Addendum 1	Bid Bond	Total Bid
John R Jurgensen Co 3000 Production Ct Dayton, OH 45414	<u>yes</u>	<u>yes</u>	<u>\$1,199,830.14</u>
Barrett Paving Materials Inc 3751 Commerce Dr Franklin, OH 45005	<u>yes</u>	<u>yes</u>	<u>\$1,191,277.21</u>



CITY OF VANDALIA
MONTGOMERY COUNTY,
OHIO RESOLUTION 25-R-28

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN CONTRACT WITH GEOGRAPH INDUSTRIES, INC. FOR WAYFINDING SIGNAGE AT THE VANDALIA SPORTS COMPLEX

WHEREAS, Council has received a memo from Steve Clark, Director of Parks and Recreation, dated April 15, 2025, recommending Council enter into a contract with Geograph Industries, Inc. for a wayfinding signage project at the Vandalia Sports Complex; and

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

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

Section 1. Council waives the formal bidding process pursuant to Vandalia Code section 208.02(e)(5).

Section 2. The City Manager, or his designee, is authorized to negotiate and enter into a contract with Geograph Industries Inc. of Harrison, Ohio for the design, fabrication, installation, and associated processes relating the Vandalia Sports Complex Wayfinding Signage Project in an amount not to exceed \$73,000..

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

Section 4. This resolution shall become effective immediately upon its passage. Passed this 5th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council



To: Kurt E. Althouse, Interim City Manager
From: Steve Clark, Parks & Recreation Director
Subject: Sports Complex Wayfinding Signage Project
Date: April 15, 2025

The Sports Complex Wayfinding Signage Project is a critical part of the City's continued brand implementation and directly contributes to the Vibrant and Opportunity Citywide Policy Goals by creating a warm and welcoming environment in which to live, work, and play as well as be known regionally as a top-tier suburb through top-tier City services. This project is a continuation of the City Facilities Signage project completed in 2024 by Geograph Industries, Inc. Funding for the project will be through the 2025 capital improvement plan.

This memo is to serve as an official request and recommendation to waive the formal bid process and award the Sports Complex Wayfinding Signage project to Geograph Industries, Inc. As part of the project, Geograph will provide a turnkey scope of work to include design, fabrication and installation of wayfinding signage at the Sports Complex that will match the design and look of the newly installed park signs.

The City engaged Kolar Design in October 2022 for the design and construction administration of the City's new signage project. Partnering with Kolar allowed us to ensure a cohesive design for all new signs and resulted in a bid ready sign design package. Geograph Industries, Inc. was awarded the competitively bid project and completed the fabrication and installation of the initial project.

Geograph Industries prepared drawings and specifications for the current wayfinding signage project and submitted a proposal that included a project scope that encompasses project management, on-site supervision, and all sitework at a cost of \$72,794. The price per sign remains the same as the previous project bid proposal price. The design includes 20 wayfinding signs, a new Lichtenfels-Prestwick Field sign, and a new lightbox face for the Bruce

Sucher Recreation Center sign. Many of the current wayfinding signs in the complex are over 30 years old and do not have a cohesive design and appearance.

Based on the information presented, I am requesting Council waive the bid process and award a contract to Geograph Industries, Inc. of Harrison Ohio for the Sports Complex Wayfinding Signage Project at a cost not to exceed \$73,000. Thanks for your time and consideration.

New Park Sign Style



Current Lichtenfels-Prestwick Field Sign



Current wayfinding sign examples





Sports Complex

Signage Locations

Legend

- Field
- Vandalia Fire Department
- Vandalia Veteran Memorial

Field 8-11
Parking ←
-missing

Field 8-11
Parking ← ↑

Exit Only
missing

Veterans
Memorial (need)

Fields 6-11
Parking ←

Exit Only

Fields 4-7
↑ Parking →

Exit - missing
Only

Fields 1-3 Parking
←

Lightfields - Preschool
FIELD

EXIT Only

Exit Only - missing
Needed: No Vehicle
Traffic Beyond this Point.

Field 8-11 → Parking
This is Exit Only - missing.

Fields 8-11 ↑ Parking ↑
incorporate Exit Only
w/ Field 8-11 info.

Exit Only - missing

Fields 2-5 Parking ↑ →

Exit - missing
Only

~~⊗~~ VRC Entry Sign

Fields 2-5 Parking → ↑
w/ NATURE WORKS SIGN

NEED 3-4 WAY PARKIN
SIGNS ALONG
PATHWAY

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 25-R-29

A RESOLUTION DESIGNATING ADDITIONAL FINANCIAL INSTITUTIONS AS DEPOSITORIES FOR ACTIVE, INTERIM AND INACTIVE FUNDS OF THE CITY OF VANDALIA FOR THE PERIOD DESIGNATED IN RESOLUTION 22-R-12, AND AUTHORIZING DEPOSITORY AGREEMENTS WITH SAID INSTITUTIONS

WHEREAS, in accordance with Section 135.12 of the Ohio Revised Code, the Council of the City of Vandalia, Ohio, finds it necessary to designate additional public depositories for the deposit of municipal funds; and

WHEREAS, it is estimated that the probable amount of active, interim and/or inactive deposits to be deposited during the period of designation shall not exceed \$40,000,000.

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

Section 1. US Bank and Minster Bank are hereby included, in addition to the existing depositories of PNC Bank, Fifth Third Bank, Key Bank, Huntington National Bank and Chase Bank, as depositories for active, interim and/or inactive funds of the City of Vandalia, Ohio for the five-year period set forth in Resolution 22-R-12.

Section 2. The Director of Finance is hereby authorized and directed, on behalf of the City, to enter into depository contracts with US Bank and Minster Bank for the deposit of active, interim and/or inactive funds of the City.

Section 3. The Director of Finance is hereby authorized to deposit active, interim and/or inactive funds of the City in any or all of the depositories hereinabove, as he/she, in the exercise of his/her discretion, may deem advantageous to the City, taking into account periodic fluctuations in interest rates paid by competing institutions on such deposits.

Section 4. The Director of Finance remains authorized to deposit interim and inactive funds of the City in any financial institution not listed above, provided that they comply with the city's investment policy.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were taken in meetings open to the public and in conformance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 7. The resolution shall become effective immediately upon its passage.

Passed this 5th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, City Manager

Memo



To: Kurt Althouse, Interim City Manager

From: Bridgette Leiter, Director of Finance

Date: April 16, 2025

Re: Amendment to existing Designated Depositories

Resolution 22-R-12 states that the financial institution depository agreements for active interim and/or inactive funds of the City of Vandalia expire on August 23, 2026. In accordance with Section 135.12 of the Ohio Revised Code, Council shall designate public depositories for the deposit of municipal funds not to exceed \$40,000,000 during the period of designation. Based on a recent presentation and proposal to Council to transfer investment custodial services from PNC Bank to US Bank, and the fact that US Bank is not currently listed in Resolution 22-R-12 as an authorized depository for the City, it is necessary to amend Resolution 22-R-12 to include the financial institution.

In addition to investment custodial services, the City will soon be exploring options for other banking services involving daily operations and would like to add an additional financial institution to the list as well, Minster Bank. Council will receive information and a presentation including a proposal to transfer the remaining banking services from PNC Bank to another financial institution at a future council workshop. The amendment to the list of designated depositories will provide the City with additional financial institutions to discuss and explore options and opportunities that will benefit the City and maintain compliance with the Ohio Revised Code and Citywide Policy Goals.

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

RESOLUTION 25-R-30

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH US BANK FOR INVESTMENT CUSTODIAL SERVICES

WHEREAS, Council has received a memorandum from Bridgette Leiter, Finance Director, dated April 16, 2025, recommending Council to authorize the City Manager to enter into a contract with US Bank for Investment Custodial Services; and

WHEREAS, The City has worked with US Bank for several years as the primary financial institution with processing of debt issuances; and

WHEREAS, US Bank provides Investment Custodial Services that satisfy requirements that are included in the City's Investment Policy, Vandalia Code Section 234.03, and Chapter 135 in Ohio R.C.; and

WHEREAS, Council has the authority to waive the public bidding requirement;

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

Section 1. Council waives the formal bidding for Investment Custodial Services pursuant to Vandalia Code Section 208.02(e)(3).

Section 2. Council authorizes the City Manager to enter into a contract for Investment Custodial Services with US Bank.

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

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

Passed this 5th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council

Memo



To: Kurt Althouse, Interim City Manager

From: Bridgette Leiter, Director of Finance

Date: April 16, 2025

Re: Proposal – transfer of custodial services to US Bank

Financial institutions are custodians and are therefore legally responsible for any items in safekeeping. Safekeeping is storing assets or items of value in a safe area, such as with a custodian or financial institution. PNC Bank currently provides banking services, including custodial services, by safeguarding the City's assets. The monthly fee associated with this service is \$700.00. Currently, the total value of the City's investments is \$28,836,973.

Unfortunately, there have been several issues with receiving information from PNC Bank regarding the assets (investments). Mostly, the information is received through emails that include investment activity such as purchases and redemptions. However, over the past 12 months, communication has decreased, the information included in the emails contains errors, and support services have declined.

The City has worked with US Bank for several years now as they have been the primary financial institution that has received and processed the wire transfers for the debt (note) issuances and have assisted the underwriter in closing on the sale of the notes with the DTC (Depository Trust Company). We continue to experience great success each year with US Bank and would like to explore additional opportunities such as custodial services.

US Bank provides custodial services to approximately 3,200 Government related accounts with an estimated market value of \$215 Billion. Their streamlined processes and enhanced custom data reporting, the availability of real-time account information and data analysis tools are only part of the services provided by US Bank to increase efficiencies with processing investment information while saving time and money. The monthly fee for these services is \$150.00.

Due to the reasons stated above, including the reduction in monthly costs of approximately \$550, and maintaining compliance with the Citywide Policy Goals of Fiscal Sustainability, Sharpen the Saw, and Trust and Confidence and Ohio Revised Code by providing accurate and transparent information to Council to ensure fiscally sound practices, I propose a transfer of investment custodial services from PNC Bank to US Bank.

FEE SCHEDULE FOR CLIENTS OF: MEEDER INVESTMENT MANAGEMENT

DOMESTIC MARKET VALUE FEES: 0.75 BPS

CUSTODY SERVICES

- | | |
|---|---------------------------------------|
| ■ Safekeeping of assets | ■ Corporate action processing |
| ■ Transaction settlement | ■ Proxy distribution |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Securities pricing |
| ■ Online account access | ■ Consolidated accounting & reporting |

ITEMIZED FEES

- | | |
|-----------------------------------|------------|
| ■ Domestic trades | ■ Included |
| ■ Mutual funds transactions | ■ Included |
| ■ Security holding fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |

SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that USBNA expects to provide to the Account, see the Account's governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Market value fees are calculated on the average daily balance and charged to the Account monthly.
- The Account does not hold plan or IRA assets.
- USBNA does not have discretion to invest the Account's assets and does not provide recommendations on acquiring, holding, disposing of, or exchanging such assets or selecting investment advisers or managers with respect thereto. The Investment Adviser has sole discretion to invest the Account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the Account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this Fee Schedule by delivering an amended and restated Fee Schedule or another written notice to the Account's owner (the "Customer"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Customer acknowledges that the Customer (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the Account's governing custody agreement and (ii) may contact the Customer's Relationship Manager at USBNA regarding that disclosure and agreement, this Fee Schedule, and any transaction reflected on an Account statement.
- For global accounts, proxy out of pocket fees are assessed to the account at the then current rate.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: City of Vandalia

By: _____
(Signature of Client's authorized signer)

(Printed name of Client's authorized signer)

Its: _____
(Title of Client's authorized signer)



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)
• Copy of government issued photo ID for authorized signers and beneficial owners (see page 3) • Signed fee schedule
• Transfer authorization form (if applicable)

Return to:

Please complete every section.

Account Owner Information

Entity Name
 Account title (If different than name above)
 Address (Cannot be a PO Box) Designated Agent (Advisor Name)
 City, State, Zip
 Tax I.D. NAICS Code:
 Phone number (required): www.census.gov/eos/www/naics
(To be used for disbursement authorization, see agreement section)

Are there other DBA or trade names used for the same legal entity? ☐ YES ☒ NO

If YES, please provide names:

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership Exempt payee code (if any)
(see bottom of page 3 for code listing)
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)
☒ Other (see instructions)

What is the ownership structure of the entity?

☒ Majority Owned by Government (Provide website address):
☐ Federally or State Regulated Domestic Financial Institution (Provide regulator):
☐ Publicly Traded on a Domestic Exchange (Provide Ticker Symbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☒ YES ☐ NO

If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration:

(Note: If no is marked and a W-8 is provided the IRS section on pg. 5 does not apply)

2. Is the entity headquartered outside the United States? ☐ YES ☒ NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☒ NO

If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

Government

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

Hold Client Assets

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):

- ☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds
☐ Charitable donation or gifts ☐ Corporate assets or investments ☒ Other: PNC Bank NA

6. From where will **initial funding** for this account originate (Answer all that apply):

- ☒ Domestic predecessor bank trustee or custodian: name of institution PNC Bank NA
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☐ Initial funding - no existing assets held elsewhere _____
☐ Other _____

7. From where will **ongoing funding** for this account originate (Answer all that apply):

- ☒ Domestic predecessor bank trustee or custodian: name of institution PNC Bank NA
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☒ Other _____

8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):

- ☒ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☒ In-kind transfer from predecessor custodian or trustee
☐ Foreign wire transfer ☐ Other _____

9. Transactions

- a) Anticipated number of cash transactions in and out of the account, per year: ☐ 0-10 ☒ 11-50 ☐ 51-100 ☐ 100 +
b) Anticipated dollar range of cash transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000
☐ \$50,001- \$100,000 ☒ \$100,001- \$500,000 ☒ \$500,001+
c) Method of disbursements. Check all that apply. ☒ Wire ☐ Check ☒ ACH ☐ Transfer to another U.S. Bank account
d) Will any disbursements be sent outside the United States? ☐ YES ☒ NO
If YES, please list countries:

10. Trading

- a) Anticipated number of trades in and out of the account, per year: ☐ 0-10 ☒ 11-50 ☒ 51-100 ☐ 100 +
b) Anticipated dollar range of trade transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000
☐ \$50,001- \$100,000 ☒ \$100,001- \$500,000 ☒ \$500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.

- ☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
☒ **First In First Out ("FIFO")** - Shares are sold from tax lots having the earliest federal tax acquisition date.
☐ **Last In First Out ("LIFO")** - Shares are sold from tax lots having the most recent federal tax acquisition date.
☐ **Highest Federal Cost First Out ("HIFO")** - Shares are sold from tax lots having the highest federal tax cost per share.
☐ **Lowest Federal Cost First Out ("LOFO")** - Shares are sold from tax lots having the lowest federal tax cost per share.
☐ **Specify Tax Lot** - Shares are sold from tax lots that you specify.
☐ **Average Federal Tax Cost** - Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

☒ Consent to Disclosure ☐ Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (check only one):

☐ U.S. Bank Liquidity Plus (Bank List: IAS) CUSIP:

☐ U.S. Bank Non-Interest- Bearing Deposit

☒ Other

☒ First American Government Obligations Fund Class Z

☐ Other Mutual Fund's Ticker Symbol (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the

U.S. Bank Liquidity Plus sweep.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	Bridgette Leiter	Phone Number	937-415-2233
Address	333 James Bohanan Memorial Drive	City, State Zip	Vandalia, OH 45377
Email	bleiter@vandaliaohio.org	Existing PIVOT ID	n/a

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☒ Print and Online

Name	Tiffany Barnes	Phone Number	937-415-2241
Address	333 James Bohanan Memorial Drive	City, State Zip	Vandalia, OH 45377
Email	tbarnes@vandaliaohio.org	Existing PIVOT ID	n/a

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☒ Print and Online

Name		Phone Number	
Address		City, State Zip	
Email		Existing PIVOT ID	

Statement Frequency: ☐ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☐ Online ☐ Print and Online

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title		Signature	
Name/Title		Signature	
Name/Title		Signature	
Name/Title		Signature	

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

• "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.

• A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person; and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)		Signature	
Title (please print)		Date	

To Be Completed By U.S. Bank

Signer's Name (please print)		Signature	
Title (please print)		Date	



Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State of Minnesota.
- 1.22 "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23 "Sub-account" means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.

2.2 Establishment of Account.

2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.

2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.2.2.1 Customer holds good and valid legal title to all Assets.

2.2.2.2 None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3 Customer is neither (i) an "investment company" that is subject to registration with the SEC under the Investment Company Act, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 Customer has designated the frequency of Account statements in the Application.

4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).

4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreignexchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor.

(ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

10.2.2 Act as trustee of the Assets.

10.2.3 Act as custodian of any assets other than the Assets.

10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

10.2.5 Provide Investment Advice.

10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

10.2.12 Monitor agents hired by Customer.

10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (a) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (b) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (c) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then-current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.

SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.
- 12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: RELEASE

- 13.1 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control. Nor will any such failure or delay give any party the right to terminate this Agreement.
- 13.2 To the extent permitted by law, Customer shall be solely liable for its own actions that result in any obligation, loss, claim, and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without Limitation, expenses, penalties, and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, the establishment hereunder of the Account, the acceptance of the Assets deposited therein and the acquisition of any Assets to be purchased hereunder, the retention of such Assets or the proceeds thereof, and any sale, transfer or other application of Assets by Bank in accordance with directions received from Customer, provided, however, that Customer shall not indemnify the Bank for any Losses arising out of this Agreement, and Customer shall not be liable to Bank for Losses arising out of or resulting from Bank's own willful or negligent conduct. The liability arising under this Section shall survive the termination of this Agreement.

SECTION 14: TERMINATION

- 14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.
- 14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15: MISCELLANEOUS

- 15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.
- 15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.
- 15.3 Complete Agreement; Amendment.
- 15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.
- 15.3. Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.
- 15.4 Governing Law; Venue. This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.

15.10 Shareholder Communications Act Election. Customer has made its election in the Application.

15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

16.1 By signing above, Customer acknowledges that they have received the following important information:

16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.

16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.

17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:

17.3 **Broker:** Jones Trading

Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.

17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.

17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.

17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign-currency exchange transactions with respect thereto through Bank's Foreign-Exchange Department ("USBFX").

18.2 Customer hereby directs Bank to execute any foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")

18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign-currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign-currency exchange transaction.

18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign-currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign-currency exchange transaction.

18.5 Customer hereby acknowledges that investments in foreign securities and foreign-currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting-translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign-currency exchange transactions.

18.6 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRs and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.

18.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not

directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed Promontory Interfinancial Network, LLC ("**Promontory**") to provide certain services with respect to the operation of the Program. Customer hereby appoints Promontory as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at any time

19.1.3 Role of Bank and Promontory

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints Promontory as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses Promontory to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. Promontory is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC-

insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing

the services of Promontory, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent

for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate. However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("SMDIA"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount

of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors ("Ownership Categories"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). Promontory, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and Promontory will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and Promontory will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and Promontory would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor Promontory, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on

Customer's Account statement, "Program Website"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the

Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits

and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275-3342. Neither Bank nor Promontory guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, Promontory, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. Promontory may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of Promontory. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or Promontory fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with Promontory. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or Promontory by each Program Bank may vary. Bank and

Promontory may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides

accounting, administration, and transfer-agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, PROMONTORY, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, Promontory, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which

Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, Promontory, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.



19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of June 2020

U.S. Bank Public- Meeder Specific Agreement



U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U. .S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank				
First American Funds	Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
Government Obligations	0.10%	0.14%		0.24%	0.39%						
			0.14%			0.67%	0.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%			0.30%	0.45%	N/A					N/A
		0.45%	0.20%				0.14%	0.20%	0.30%	0.45%	
Retail Prime Obligations	0.10%			0.26%	0.41%						
		0.16%	0.16%			0.70%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%		N/A	0.20%			
						0.77%			0.30%	0.45%	0.75%
Treasury Obligations	0.10%			0.24%	0.39%						
		0.14%	0.14%			0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A		0.27%	0.42%		N/A				
			0.17%			0.72%		0.20%	0.30%	0.45%	0.75%



Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.



Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often



subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

ORDINANCE 25-09

AN ORDINANCE NAMING THE VANDALIA ART PARK AMPHITHEATER IN HONOR OF BILL JERGENS

WHEREAS, on Monday, April 7, 2025 Interim City Manager Kurt E. Althouse presented to council a written request, Kevin M. Keeley, Jr present of the Vandalia Rotary Club to name the Vandalia Art Park Amphitheater in honor of Bill Jergens, founder of R.B. Jergins Contractors; and

WHEREAS, Mayor Herbst appointed an Ad Hoc Committee consisting of the Vandalia Arts Council, to review the request pursuant to Vandalia Code 1066.02; and

WHEREAS, pursuant to Vandalia Code 1066.02 the Ad Committee assembled Thursday, April 10, 2025 agreed to recommend the request to name the Vandalia Art Park Amphitheater in honor of Bill Jergens; and

WHEREAS, City Council recognizing and acknowledging Bill Jergens generosity donating to the development of the Art Park has determined that naming the Vandalia Art Park Amphitheater in honor of Bill Jergens is appropriate;

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

Section 1. Council approves renaming the Vandalia Art Park Amphitheater, the Bill Jergens Amphitheater.

Section 2. Council authorizes the City Manager, or his designee, to take such action as reasonable and necessary to designate the Vandalia Art Park Amphitheater, the Bill Jergens Amphitheater.

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

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

Passed this 19th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council

Kevin Keeley Jr
kkeeleyjr1388@gmail.com
937-665-2008

2-6-2025

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

Mr. Kurt Althouse,

I hope this letter finds you well. On behalf of the Vandalia Rotary Club, I am writing to formally propose naming the new amphitheater currently under construction at the Art Park in honor of Bill Jergens, founder of R.B. Jergens Contractors.

As you know, Mr. Jergens has made an extraordinary contribution to our community by generously donating to the development of the Art Park. His dedication and investment in Vandalia have not only enhanced our city's cultural and recreational offerings but also demonstrated his unwavering commitment to improving the quality of life for all residents.

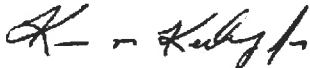
Naming the amphitheater after Bill Jergens would be a fitting tribute to his legacy and a lasting recognition of his generosity and influence in shaping the future of Vandalia. This gesture would serve as a meaningful acknowledgment of the impact he has had on our city and as a reminder to future generations of the value of community service and philanthropy.

Additionally, the Vandalia Rotary Club would like to contribute a donation to support this endeavor as a demonstration of our club's commitment to honoring those who make significant contributions to our community.

We kindly request that the City of Vandalia consider this proposal during your upcoming deliberations regarding the amphitheater's naming. I would be happy to provide further information or assist in any way to support this request.

Thank you for your time and thoughtful consideration of this proposal. Please feel free to contact me at 937-665-2008 or kkeeleyjr1388@gmail.com if you have any questions or require additional details.

Sincerely,



Kevin M. Keeley Jr
President
Vandalia Rotary Club

Vandalia Arts Council

Special Meeting

April 10, 2025 – 4:00pm in the Large Conference Room-Vandalia Municipal Building

Members Present: Joanne Townsend, Judy Pope, Stephanie Wilmoth, Ed Rapp, Justin Spivey and Candice Farst

Members absent: Kristen Cox, Cindy Doogan, Aaron Messenger

Guest: Mary Zelmer

The Vandalia Art Council met to discuss and vote on two items:

1. One grant request was received by Muse Machine for \$1,000 for their 2026 Annual Production. After discussion, a motion was made by Joanne Townsend and seconded by Judy Pope to award the grant to Muse. All members voted in favor.
2. A letter was submitted by Kevin Keeley/Vandalia Rotary Club to name the new amphitheater at the Vandalia Art Park after Bill Jergens, owner, RB Jergens, Inc. After a lengthy discussion of names and ideas, it was decided that it was appropriate to name the amphitheater after Bill Jergens. It was also a group decision to suggest that the naming be done on a sign or plaque near the stage area--instead of letters on the front of the amphitheater. This would be best visually and also allow the story of Bill's involvement in the amphitheater to be told.

Next VAC Meeting will be held April 22, 2025 at 4:00pm.

Respectfully submitted: Candice Farst, VAC Liaison

**CITY OF VANDALIA, OHIO
ORDINANCE 25-10**

AN ORDINANCE EXPRESSING THE CITY’S INTENT TO NEGOTIATE JOINTLY WITH OTHER CITIES IN THE REGION ON A ONE PRICE SCHEDULE UNDER WHICH ELECTRIC LIGHT SERVICES SHALL BE FURNISHED TO THE RESIDENTS OF THE CITY FOR THE PURPOSE OF STREET LIGHTING

WHEREAS, the City is currently under contract with Miami Valley Lighting, LLC (“MVL”) and DPL Energy Resources, Inc. (nka “AES Ohio”) for the provision of street lighting; and

WHEREAS, the current contract expires on December 31, 2025; and

WHEREAS, Ohio Revised Code Section 74.28(B) allows two or more municipal corporations to negotiate one price schedule under which an electric light company shall furnish its services to the residents of the municipal corporations; and

WHEREAS, the City Council has determined that it would be in the best interests of the City to negotiate jointly with other cities in the region on one price schedule for the provision of electric light services to the residents of the City for the purpose of street lighting; and

WHEREAS, the City is authorized as a charter municipality to exercise all powers of local self-government.

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

Pursuant to Ohio Revised Code Section 743.28(B), the City of Vandalia, Ohio hereby expresses its intent to negotiate and authorize the City Manager to participate as a member of the negotiation committee jointly with other cities in the region on one price schedule under which electric light services shall be furnished to the residents of the City for the purpose of street lighting.

PASSED THIS 19 DAY OF MAY, 2025

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council

Memorandum

To: City Council
From: Kurt E. Althouse, Interim City Manager
Date: April 16, 2025
Subject: Street Lighting Contract

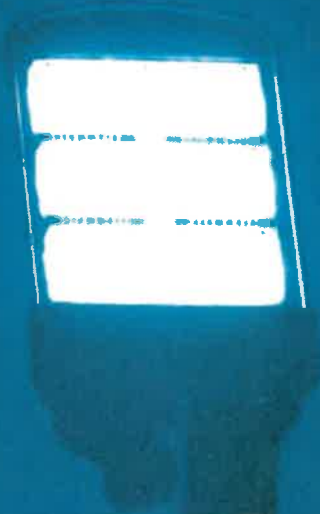
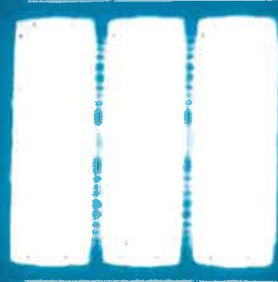
The City's street light contract with Miami Valley Lighting and DPL Energy Resources, Inc. (nka "AES Ohio") expires on December 31, 2025. The current contract is a 10-year contract that took effect on January 1, 2016.

Recently, the Miami Valley Communications Council ("MVCC") held a meeting on April 10, 2025, with City Managers from across the region to discuss the upcoming street light contract negotiations. MVCC in the past has taken the lead in negotiating the street light contract for its member cities and affiliate members. To prepare for the upcoming negotiations, MVCC has retained M. K. Pope engineering from Columbus to complete a rate analysis and a review of maintenance practices for the current street light system. MVCC has also retained attorney Michael McNamee to provide legal review of the current streetlight contract and Ohio Revised Code provisions relevant to the contract along with assistance with the upcoming contract negotiations. Both McNamee and Pope served in similar capacities for the negotiation of the 10-year contract expiring December 31, 2025. The estimated cost of professional services associated with this set of negotiations is \$60,000. MVCC will cover one-third of those costs and any additional fees, and the participating jurisdictions will pay the remaining costs based upon population. The City of Vandalia estimated participation cost is \$1,195.00.

The April meeting featured a presentation on the Ohio Revised Code provisions that give municipalities a certain level of authority over the rates that they pay for the utility services, including streetlights. The ORC provisions allow a group of municipal corporations to negotiate jointly for street lighting services. To be entitled to negotiate jointly, each participating city would need to pass an ordinance expressing their intent to negotiate jointly for street light services. After passing the ordinance, the mayor of each city would send written notice to Ohio AES of the city's intent to negotiate the streetlight contract jointly with other cities in the region.

As a result of the April meeting, it is recommended that a regional coalition be established and negotiate the upcoming streetlight contract. This regional coalition would allow for a uniform approach to the upcoming contract negotiations, provide leverage in negotiating reasonable rates and provisions for streetlight services and ensure consistent contract provisions for cities across the region.

Staff recommends the City participate in the regional coalition to negotiate the upcoming streetlight contract. This approach will provide the resources and regional representation needed to negotiate a reasonable and competitive contract.



2026 STREETLIGHT CONTRACT NEGOTIATIONS

APRIL 10, 2025



AGENDA

- I. Welcome – Jay Weiskircher**
- II. Introductions – All**
- III. Consultants**
 - **Mike McNamee**
 - **Mike Pope**
- IV. Discussion Items**
 - **Highlights**
 - **Background/Legal**
 - **Rate Analysis/Maintenance Practice Review**
 - **Deliverables**
 - **Things To Do**
- V. Questions/Comments**

HIGHLIGHTS

- Existing contract covering 23 cities expires December 31, 2025.
- M.K. Pope Engineering retained to complete rate analysis and review maintenance practices.
- Attorney Mike McNamee retained for legal assistance with negotiations and ORC provisions.
- Estimated cost for rate analyses and legal services not to exceed \$60,000. MVCC to pay 33% of professional expenses with participating communities paying the remaining balance on a per capita basis.





McNAMEE
LAW GROUP

Joint Negotiation of Street Light Contract

Michael P. McNamee

Brief Historical Review

- 2006 - Englewood Eminent Domain Litigation Article XVIII, Section 4
- 2010- First Joint MVCC Negotiation – 
- 2015 – Second Joint MVCC Litigation LED Introduction Dynamic
- 2025 – Third Joint MVCC Negotiations - 

R.C. 743.26
Enabling Legislation – Municipal Right
to Set Rates for Street Lighting

The legislative authority of a municipal corporation in which electric lighting companies are established . . . may regulate the price which such companies may charge for electric light . . . furnished by such companies . . . to . . . streets, lanes, alleys, avenues . . .

Such companies shall in no event charge more for electric light . . . than the price specified by ordinance of the legislative authority.

R.C. 743.28(B)
Enabling Legislation – Municipal Consortium One
Price Rate Schedule

(B) Two or more municipal corporations may agree to negotiate one price schedule under which a gas, natural gas, or electric light company shall furnish its service to the residents of the municipal corporations so agreeing. Such a schedule shall apply uniformly in such municipal corporations for a period no longer than ten years. Upon written receipt of a joint notification by the mayors of a group of municipal corporations that they have each, by ordinance, expressed their intent to negotiate jointly, a gas, natural gas, or electric light company shall, within ninety days, commence joint negotiation of a price schedule with such municipal corporations. Where such negotiation does not, within ninety days after its commencement, result in an agreement between the group of municipal corporations and the company, the group may exercise the rights of a municipal corporation under section 743.26 of the Revised Code on the same basis as if it were a single municipal corporation.

Summary of R.C. 743.28(B) Negotiation of One-Price Schedule Contract

- Must pass ordinance expressing intent to negotiate jointly.
- Mayor of each municipality, by joint notice, must notify MVL with letter.
- MVL has 90 days after receipt of joint notification to commence negotiations.
- Negotiation period is 90 days.
- Ordinance setting rate under R.C. 743.26 may be passed by each municipality if negotiations fail.

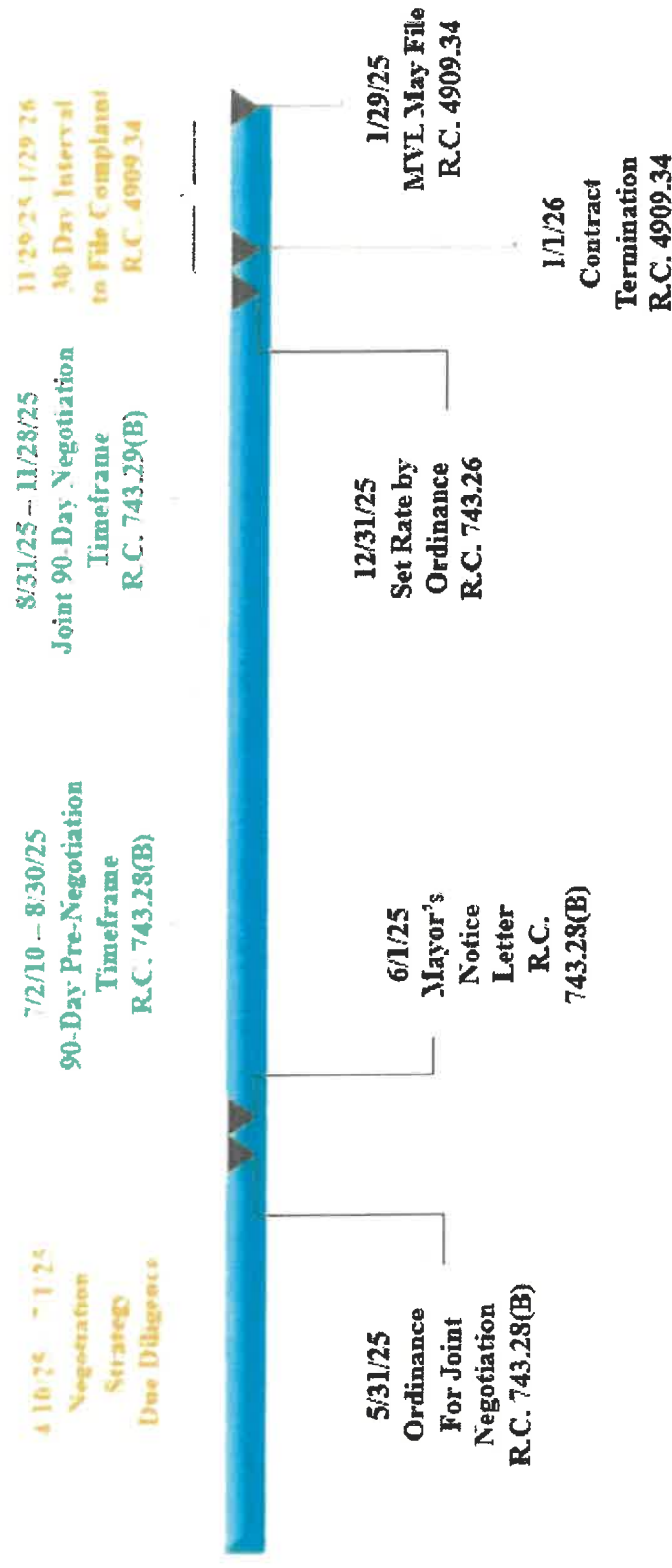
Summary of R.C. 4909.34

Power of Municipal Corporation or Group of Corporations to Fix Rate, Price, and Charge.

- May file complaint within 30 days from passage of Rate Ordinance with PUCO.
- MVL may charge same rates as under prior contract during pendency of PUCO complaint.



TIMELINE FOR JOINT MUNICIPAL NEGOTIATION OF STREET LIGHT CONTRACT – Preferred Scenario



R.C. 4909.14

Fixation of Reasonable Rate

- Focus of PUCO complaint process is to determine a “just and reasonable rate.”



“Just and Reasonable Rate” Basically Determined By:

- Net book value of infrastructure “used and useful” for rendering the street lighting service.
- Multiplied by a “fair and reasonable” rate of return.
- Plus the cost of providing the service.
 - Electricity
 - Maintenance
 - Administration

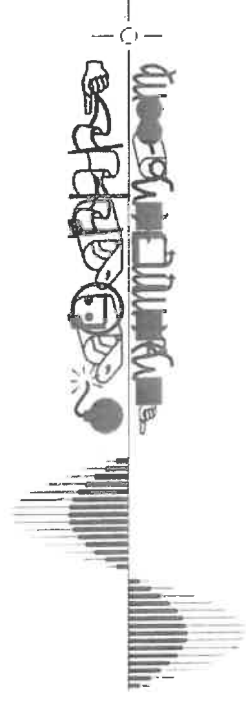
R.C. 4909.39 – Non-Rate Setting Provisions

- Repairs and maintenance
- Equipment replacement
- MVL responsible for any removal costs

MVL has burden of proving such provisions are “unjust and unreasonable.”

THE PUCO COMPLAINT PROCESS

- MVL files timely complaint (within 30 days of date of ordinance);
- PUCO investigates and files report with findings;
- Either party may file objections to report;
- Full “trial” presenting all evidence then conducted;
- Final “just and reasonable” rate set;
- Rate may be set for up to ten years.



Rate Analysis/Maintenance Practice Review

Michael K. Pope, P.E.

Rate Analysis

- Compares MVL street lighting rates to six Ohio investor-owned electric utilities' rates.
- The six utilities include:
 - Columbus Southern Power (AEP)
 - Ohio Power (AEP)
 - Duke Energy
 - Ohio Edison (First Energy)
 - The Illuminating Company (First Energy)
 - Toledo Edison (First Energy)
- Calculates rates for the new agreements.



Maintenance Practice Review

- Street lighting systems must be properly maintained to assure that they operate in an efficient, aesthetic, and safe manner.
- Street lighting system components have a finite life and at some point, they must be repaired and/or replaced.
- Lack of maintenance can have a negative impact on aesthetics, safety, and light output and result in wasted electrical energy.
- LED street lighting technology has seen significant (50 percent or more) increases in energy efficiency and light output in the last ten years with significant cost reductions.
- LED street lighting technology consumes less energy and requires less maintenance than HPS, metal halide, and mercury vapor street lighting technologies.
- HPS, metal halide, and mercury vapor luminaires are no longer manufactured and MVCC communities should consider switching to LED luminaires.



Requested Information

- The following information is requested from each of the MVCC Communities:
 - Monthly MVL invoices
 - Regular MVL maintenance reports
- This information will be used to prepare the Rate Analysis and Maintenance Practice Review.

SHAWNEE VALLEY UTILITIES, INC. 3000 HIGHWAY 100 PO BOX 10000 DES MOINES, IA 50316	Invoice Number: 1000000000	Invoice: 1000000000
CITY OF DES MOINES 1000 MAIN STREET DES MOINES, IA 50319	Customer Number: 1000000000	FAX: 1000000000
CITY OF DES MOINES 1000 MAIN STREET DES MOINES, IA 50319	Contract Number: 1000000000	Print Date: 12-Mar-25
CITY OF DES MOINES 1000 MAIN STREET DES MOINES, IA 50319	Meter: 1000000000	Meter: 1000000000

Customer ID	Payment Terms	Billing Period Ending	Due Date	Handwritten
1000000000	1000000000	10-Mar-25	10-Mar-25	1000000000



DELIVERABLES

- Rate analysis and maintenance procedure review to be completed by Mike Pope.
- MVCC provides draft streetlight memo from manager to city council, draft ordinance, and draft letter from mayor to MVL.



THINGS TO DO

- Confirm participating cities.
- Participating cities adopt ordinance authorizing joint negotiations by no later than May 31, 2025.
- Participating city mayors send notices to MVL of intent to negotiate jointly with other cities in the region by no later than June 13, 2025.
- Participating cities need to provide: *(To Be Completed By JAY-MVCC)*
 - Monthly MVL invoices.
 - Regular MVL maintenance reports.
- Identify 5 city managers to assist with negotiations.
- Identify issues and concerns, and develop negotiation strategy.
- Prepare for alternate remedies consistent with ORC.
- Successfully complete negotiations by year end.



QUESTIONS / COMMENTS



2026 STREETLIGHT CONTRACT NEGOTIATIONS

APRIL 10, 2025



2026 Streetlight Negotiation Participants

Beavercreek	47,193	\$3,775
Bellbrook	7,409	\$593
Brookville	5,918	\$473
Centerville	25,754	\$2,046
Clayton	13,222	\$1,058
Englewood	13,249	\$1,060
Fairborn	34,729	\$2,778
Germantown	5,809	\$465
Greenville	12,696	\$1,016
Huber Heights	43,313	\$3,465
Kettering	56,876	\$4,550
Moraine	6,586	\$526
Miamisburg	19,814	\$1,585
Oakwood	9,378	\$750
Riverside	24,340	\$1,947
Sidney	20,309	\$1,625
Trotwood	22,940	\$1,835
Troy	26,848	\$2,148
Union	6,949	\$556

Vandalia	14,938	\$1,195
West Carrollton	12,874	\$1,030
Xenia	25,725	\$2,058
Urbana	11,161	\$893
Washington CH	14,401	\$1,152
	482,431	\$38,579

May 19, 2025

Miami Valley Lighting
Attn: Scott Michaelson, Vice President
1065 Woodman Drive
Dayton, Ohio 45432

Re: Intent to Negotiate Jointly

To whom it may concern:

The City of Vandalia's current Full-Service Street Lighting Agreement with Miami Valley Lighting, LLC and DPL Energy Resources, Inc. (nka "AES Ohio") is due to expire on December 31, 2025. As a result, pursuant to Ohio Revised Code Section 743.28(B), I hereby provide this notification that the City of Vandalia, Ohio has by resolution expressed its intent to negotiate jointly with other cities in the region on one price schedule under which continued electric light services shall be furnished to the residents of the City for the purpose of street lighting. A request is hereby made that joint negotiations commence within 90 days of your receipt of this notice. Should such negotiations fail to result in an agreement, please be advised that the City reserves all rights to act pursuant to Ohio Revised Code Section 743.26.

The City has designated the Miami Valley Communications Council to act on its behalf in joint negotiations. Please contact Jay Weiskircher, Executive Director of the MVCC, at your earliest convenience to schedule a mutually agreeable date and time to commence these joint negotiations. We will look forward to working with you toward a street lighting contract that will benefit all parties for years to come.

Sincerely,

Mayor Richard Herbst
City of Vandalia

CITY OF VANDALIA
MONTGOMERY COUNTY OHIO

ORDINANCE 25-07

AN ORDINANCE AMENDING THE TEXT OF THE VANDALIA ZONING CODE REGARDING THE STANDARDS OF THE INTERSTATE AND LIMITED-ACCESS HIGHWAY SIGN OVERLAY DISTRICT

WHEREAS, City Council has reviewed the standards of the Vandalia Zoning Code as they relate to various types of freestanding signs in the City of Vandalia; and

WHEREAS, City Council, desiring to permit certain types of freestanding signs on a limited basis, and to do so only in the Interstate and Limited-Access Highway Sign Overlay District, directed staff to prepare an amendment to the text of the Zoning Code to that effect; and

WHEREAS, on March 25th, 2025, the Planning Commission held a public hearing on the proposed amendments to the text of the Zoning Code; and

WHEREAS, the Planning Commission recommended approval of the proposed code amendments by a vote of 4-0;

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

Section 1. Chapter 1236: Sign Standards of the Vandalia Zoning Code is hereby amended to include changes to Section 1236.13(d) "Sign Standards for the Interstate and Limited-Access Highway Sign Overlay District" as depicted in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. All other provisions of Chapter 1236: Sign Standards not expressly changed herein remain in full force and effect.

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

Section 4. This ordinance shall go into effect at the earliest time permitted by law.

Passed this 5th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse
Clerk of Council

EXHIBIT A

The text of Section 1236.13(d) – Sign Standards for the Interstate and Limited-Access Highway Sign Overlay District – shall be amended as follows.

Bold Italic Text shall indicate text being added to the code.

~~Strikethrough Text~~ shall indicate text being removed from the code.

(No Changes Proposed) Shall indicate Sections and/or Subsections with no additions or deletions.

Exhibit A Part 1 – Section 1236.13(d)(1) – Applicability

Section 1236.13(d)(1) is amended as follows, with the indicated passages separated into subsections as shown.

(d) Sign Standards for the Interstate and Limited-Access Highway Sign Overlay District

(1) Applicability

Due to unique conditions found in certain areas in close proximity to interstate and limited-access highways, and in an effort to protect the safety of the motoring public, the following special provisions will apply in the Interstate and Limited Access Highway Sign Overlay District. Such District is designated on the Official Zoning Map of the City. ~~This District initially consists of the following areas:~~ ***The provisions of this overlay shall be applied in the following manner and to the following areas:***

- A. ***Interstate and Limited Highway Sign Overlay Area A*** ~~consisting shall consist~~ of that area within 400 feet of the Eastern boundary of the nearest right-of-way line of the Airport Access Road between Stonequarry Road and National Road and that area within 400 feet of the Western boundary of the nearest right-of-way line of the Airport Access Road between Stonequarry Road and National, ***but not including any property fronting onto National Road;***
- B. ***Interstate and Limited Highway Sign Overlay Area B*** ~~consisting shall consist~~ of those areas ***South of I-70 and*** within 400 feet of the ***Western*** right of way line of I-75 and I -70 ~~that were zoned GB Gateway Business, HB Highway Business, O/IP Office/Industrial Park or I Industrial Districts immediately prior to the adoption of this Sign Code;~~
- C. ***Interstate and Limited Highway Sign Overlay Area C*** ~~consisting shall consist~~ of those areas ***North of I-70 and*** within 400 feet of the nearest right of way line of I-75 and I -70 ~~that were zoned GB Gateway Business, HB Highway Business, O/IP Office/Industrial Park or I Industrial Districts immediately prior to the adoption of this Sign Code,~~ that area within 1,000 feet of the centerline of I -75 zoned DB Downtown Business District, and that area immediately adjacent to the right-of-way line of I-75 in a NB Neighborhood Business District.

Exhibit A Part 1 – Section 1236.13(d)(1) – Applicability (cont'd)

- D. Where the provisions of this section are found to be at variance ~~in conflict~~ with those of the aforementioned districts, the provisions of this section shall apply. With respect to any PUD zoned property within the Interstate and Limited Access Highway Sign Overlay District, the provisions of 1236.09 shall control.
- E. ***Unless otherwise specified, references to particular zoning districts in this section shall refer to the zoning district of a parcel as of the effective date of this ordinance, and no subsequent zoning district change shall change the boundaries or applicability of this overlay to a particular parcel without also amending this section.***

Exhibit A Part 2 – Section 1236.13(d)(2) – Freestanding Signs

Section 1236.13(d)(2) is amended as follows, with a new subsection G being inserted as shown.

(2) Freestanding Signs

- A. All freestanding sign faces higher than 15 feet above the natural ground level may be illuminated internally only.
- B. Freestanding signs may be either monument signs or pole signs.
- C. ~~The maximum freestanding sign area shall be 200 square feet.~~
Freestanding signs shall be limited to the dimensional standards of Table 1236-3.
- D. The maximum height of a freestanding sign shall be 40 feet as measured from the pavement surface of the nearest interstate or limited access highway, measured at a point where such highway travel lanes, not including ramps or acceleration/deceleration lanes, pass nearest the base of the sign. Where the elevation of the natural terrain at the base of the sign exceeds that of the nearest interstate or limited access highway travel lane by 30 feet or more, a freestanding sign shall not be higher than 20 feet above the natural ground level.
- E. Any sign that exceeds the height of permanent freestanding signs allowed in the applicable base zoning district in Section 1236.11 shall be located so as to face the interstate or limited-access highway.
- F. Electronic message centers shall be permitted in accordance with the provisions of the applicable zoning district, however, in no case shall the electronic message portion of a sign exceed 70 square feet in sign area
the dimensional standards of Table 1236-3.

Exhibit A Part 2 – Section 1236.13(d)(2) – Freestanding Signs (cont'd)

- G. *No new permit shall be issued for a freestanding pole sign larger than 200 square feet in size in Area A of the Interstate and Limited-Access Highway Sign Overlay unless the construction of that sign results in the removal of an existing sign of the same type located on the same parcel and/or in the same subarea of the Overlay, said removal taking place within six months of the application date for the new permit.***

In addition, New Table 1236-3 shall be inserted following subsection G, as shown.

TABLE 1236-3: FREESTANDING SIGNS IN THE INTERSTATE AND LIMITED-ACCESS HIGHWAY SIGN OVERLAY				
Subarea	Sign Area Allowed	Electronic Sign Area allowed	Maximum Sign Height¹	Minimum Setback from a ROW or lot line
Area A – Monument	200 square feet	70 square feet	40 feet	5 feet
Area A – Pole	672 square feet	672 square feet	40 feet	5 feet
Area B – Monument	200 square feet	70 square feet	40 feet	5 feet
Area B – Pole	200 square feet	70 square feet	40 feet	5 feet
Area C – Monument	200 square feet	70 square feet	40 feet	5 feet
Area C - Pole	200 square feet	70 square feet	40 feet	5 feet
¹ Maximum Sign Height shall be measured in the manner set forth by 1236.13(d)(2)D.				

STAFF MEMORANDUM

TO: Kurt Althouse, Interim City Manager
FROM: Michael Hammes, AICP, City Planner
DATE: March 18th, 2025
SUBJECT: PC 25-0004 – Code Amendment – Interstate Sign Overlay District

General Information

Applicant: City of Vandalia

Proposed Amendment(s): Divide the Overlay into Three Subareas
Amend Sign Standards relating to Pole Signs (i.e. Billboards)
Amend Temporary Sign Standards
Clarify Language

Chapters to be Amended: 1236.13(d) – Sign Standards for the Interstate and Limited-Access Highway Sign Overlay District

Previous Cases: January 2019 Major Zoning Code Update

Exhibits:
1 - Staff Memorandum
2 - Exhibit A – Detailed Code Amendments
3 - Maps of the Interstate Sign Overlay District

Introduction

The City of Vandalia leases two properties along Airport Access Road to Outfront Media. These properties, both located in the Interstate and Limited-Access Highway Sign Overlay District, each have a double-sided billboard. Both billboards are nonconforming pole signs, meaning that any upgrade or replacement would require them to be brought into compliance with the zoning code.

Outfront Media has requested permission to upgrade their billboards to a more modern digital format. The proposed digital signs would be 672 square feet in size, significantly larger than the 200 square foot maximum sign area and 70 square foot maximum electronic sign area.

At the March 3rd Study Session, Council discussed options for permitting billboards of this type along Airport Access. Several options were considered, including variances and updates to the zoning code. Following this discussion, Council directed staff to prepare a code amendment.

Background

The Interstate and Limited-Access Highway Sign Overlay provides additional standards for signs found along various highways within the City. The boundaries of the overlay include a 400' area surrounding Interstates 70 and 75 and the Airport Access Road.

Generally, the overlay allows for larger and taller freestanding signs than those permitted by the underlying zoning districts. The overlay permits both monument and pole signs, but does not specifically allow billboards.¹

Despite this, there are six billboards along Airport Access Road. These signs predate the overlay, and are all nonconforming. Due to their age and design, we anticipate that most of the operators of these billboards will want to repair, replace, and/or upgrade these signs within the next few years.

A code amendment is required to allow existing billboards along Airport Access Road to be upgraded. By amending the overlay, rather than the sign code, we are able to restrict billboards to areas around major highways without impacting parcels outside the overlay.

Detailed Amendments

Section 1236.13(d) lists the specific requirements of the Interstate Sign Overlay. All proposed amendments will make changes to this section of the code.

Applicability

Subsection (d)(1) describes the areas included in the overlay. In order to apply different standards to different areas, to clarify which standards apply to which areas, and to generally simplify the description of the overlay, staff proposes dividing the overlay into three distinct subareas.

Note that this amendment doesn't actually change those areas, and no land that wasn't already in the overlay is being added to the overlay.

The new areas would be designated as follows:

- Area A – East and West Sides of Airport Access
- Area B – East side of I-75, South of I-70
- Area C – East and West Sides of I-75, North of I-70

¹ The Zoning Code governs freestanding signs by their structure (monument, pole, etc.) rather than their content or their size. Thus, billboards are considered pole signs. The standard size for a billboard is 14' by 48', or 672 square feet.

Applicability (cont'd)

Area A surrounds the Airport Access Road. The language proposed clarifies that the parcels along National Road are *not* in the Interstate Sign Overlay. This prevents a conflict between standards in two different overlays. In practice, the stricter overlay controls – and that would be the National Road overlay in this case. Removing the conflict closes any potential for loopholes or other unforeseen consequences.

Area B would be anything south of I-70 on the East side of I-75. The overlay does not include the West side of I-75, because that land is either a) not in Vandalia, or b) already in the (stricter) Miller-Benchwood Overlay. Again, there is no need for two overlays where one would simply override the other.

Area C would be anything north of I-70 along I-75. This area includes some legacy NB properties (such as Vandalia Rental) and the DB properties of McDonald's and Super 8.

The existing language identifies parcels by what they were zoned at the time the Zoning Code was adopted. The Law Director correctly notes that this is potentially quite confusing and may lead to problems in interpreting the code. Staff proposes an additional paragraph that sets any references to the zoning of any parcel as being the zoning at the time this section of the code is amended.

Freestanding Signs

Now that the overlay has been divided into Areas A, B, and C, we need to describe which standards apply to each area. A new table is proposed to clearly show these standards.

TABLE 1236-3: FREESTANDING SIGNS IN THE INTERSTATE AND LIMITED-ACCESS HIGHWAY SIGN OVERLAY				
Subarea	Sign Area Allowed	Electronic Sign Area allowed	Maximum Sign Height ¹	Minimum Setback from a ROW or lot line
Area A – Monument	200 square feet	70 square feet	40 feet	5 feet
Area A – Pole	672 square feet	672 square feet	40 feet	5 feet
Area B – Monument	200 square feet	70 square feet	40 feet	5 feet
Area B – Pole	200 square feet	70 square feet	40 feet	5 feet
Area C – Monument	200 square feet	70 square feet	40 feet	5 feet
Area C - Pole	200 square feet	70 square feet	40 feet	5 feet

¹ Maximum Sign Height shall be measured in the manner set forth by 1236.13(d)(2)D.

Most standards remain unchanged – the existing 200 square foot maximum sign area remains in effect for monument signs in all three areas and pole signs in areas B and C. The standard for pole signs in area A would be set to 672 square feet, or the standard size of a modern billboard.

Similarly, the electronic sign area would be increased to match – but only for pole signs in Area A. In this way, there is no change to any pole signs in areas B or C.

Freestanding Signs (cont'd)

Another goal of this amendment is to maintain the current number of billboards in area A. To accomplish this, we recommend the following language be inserted under 1236.13(d)(2):

- G. No new permit shall be issued for a freestanding pole sign larger than 200 square feet in size in Area A of the Interstate and Limited-Access Highway Sign Overlay unless the construction of that sign results in the removal of an existing sign of the same type located on the same parcel and/or in the same subarea of the Overlay, said removal taking place within six months of the application date for the new permit.

This section accomplishes several goals. It requires that one billboard be removed for every new billboard installed. Usually, this will be the result of a retrofit or upgrade, where the new sign takes the place of the old. In other cases, an older billboard might be fully demolished to make way for a completely new billboard structure. The six-month caveat simply means that removing a billboard does not create a permanent right to build a new billboard elsewhere in area A – the removal and the installation need to be done together.

This section does not apply to pole signs smaller than 200 square feet. This allows businesses with highway frontage along Airport Access to have the usual freestanding signs to which they would otherwise be entitled without triggering the removal of a billboard.

Further, this provision only cares about signs in area A, so only billboards in that area could fall under these rules – and then, only if they involve the removal of an existing pole sign. Removing a sign in area B along Poe Avenue, for example, would not permit a new billboard along Airport Access.

Temporary Signs

In reviewing the Interstate Sign Overlay, staff identified a potential issue involving temporary signs. The overlay provides for larger temporary banners and similar signs, but only for parcels in certain zoning districts. The problem arises when we look at Poe Avenue, where we have parcels in the O/IP district next to parcels in the HB district. One set of parcels can have the larger banners, but the other cannot.

The same circumstances that justify the larger banners in one district apply to the other. In the absence of other concerns, staff recommends applying the temporary sign rule to all districts, so long as the signs are physically located within the overlay.

Review Criteria

Recommendations and decisions on planning and zoning code amendment applications shall be based on consideration of the following review criteria:

1. The proposed text amendment is consistent with the comprehensive plan, other adopted City plans, and the stated purposes of this code;

Staff Comment: Staff feels that the proposed amendments are consistent with policies adopted by the City and with the existing text of the code.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

2. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions; and

Staff Comment: Staff feels that proposed amendments are necessary due to changing conditions resulting from improvements in technology relating to billboards.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

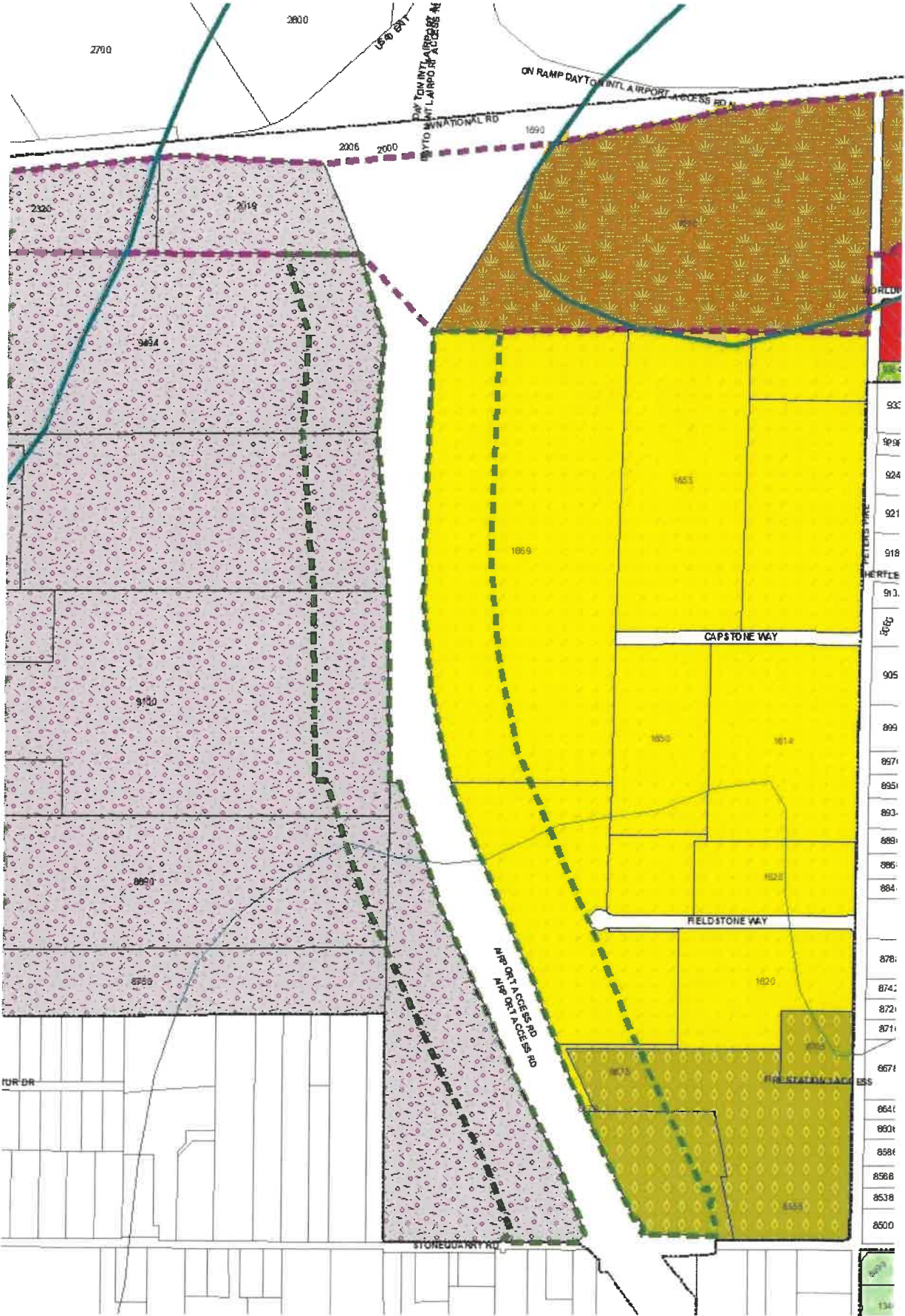
3. The proposed amendment will promote the public health, safety, and general welfare.

Staff Comment: Staff feels that the proposed amendments promote the public health, safety, and general welfare.

The Planning Commission agreed with the Staff Comment by a vote of 4-0.

At its March 25th, 2025 meeting, the Planning Commission voted 4-0 to recommend **approval** of the proposed amendments to the text of the Zoning Code.

Interstate and Limited-Access Highway Sign Overlay District – Proposed Area A



Interstate and Limited-Access Highway Sign Overlay District – Proposed Area C



Minutes of the City of Vandalia Planning Commission
March 25, 2025

Members Present:	Mr. Ron Atkins, Mr. Dave Arnold, Mr. Kevin Keeley Jr., Mr. Lucious Plant
Members Absent:	Ms. Kristin Cox
Staff Present:	Michael Hammes, City Planner
Others Present:	Jose Rodriguez

Call to Order

Mr. Atkins called the meeting to order at 6:00 p.m.

Attendance

Mr. Atkins noted that Ms. Cox had notified the Commission of her absence. Mr. Plant made a motion to excuse Ms. Cox. Mr. Keeley, Jr. seconded the motion. The motion carried 4-0.

Approval of Minutes of the Planning Commission

Mr. Plant made a motion to approve the January 14th, 2025 minutes. Mr. Arnold seconded the motion. The motion carried 4-0.

Swearing in of Attendees Wishing to Speak at Meeting

The attendees were sworn in.

Old Business

Mr. Hammes confirmed that there was no Old Business on the agenda.

New Business – PC 25-0003 – Site Plan Review – 234 W. National Road

Mr. Hammes introduced Case PC 25-0003, a request for site plan approval for the property located at 234 West National Road. The proposal involves the construction of a business office and equipment shop structure. He added that the 0.845-acre property is zoned Office Service (OS).

Mr. Hammes described the vicinity of the site. He noted that the properties surrounding the site are primarily Commercial in nature, with some residential to the west and south. Dayton International Airport and the 40 West properties are located to the north.

Mr. Hammes referenced the proposed site plan, describing the 1,250 square foot office at the north end of the site and the 2,500 square foot to the south. He noted that a fence would be constructed at the southwest corner of the site to screen this project from the nearby apartments along Gabriel Street.

Mr. Hammes described the signage proposed for the site, including a wall sign on the office building and a monument sign along National Road. Permits would be required for both signs, and the monument sign would need to meet the setback requirements for the OS district.

Mr. Hammes noted that any exterior lighting proposed for the site would require a photometric plan. Similarly, any dumpsters installed at a future date would need to include an enclosure.

Mr. Hammes reported that the applicant had submitted a revised site plan that addresses some minor issues identified by staff. He then confirmed that the revised site plan meets the requirements of the code.

Hearing no questions for Mr. Hammes, Mr. Atkins invited the applicant to address the Commission.

Mr. Jose Rodriguez, of Rodz Builders, addressed the Commission. He confirmed that he had submitted a revised site plan that addressed the comments provided during staff review.

Mr. Atkins asked about the proposed monument sign. Mr. Rodriguez replied that the detailed schematics for that sign would be reviewed as part of the permit application for the sign itself. Mr. Hammes added that the location of the sign meets the relevant standards.

Mr. Atkins asked about the lack of a dumpster. Mr. Rodriguez replied that the office would not generate enough trash to warrant a dumpster.

Mr. Atkins remarked that it was good to see something being built on this property, since the site had been vacant for more than 50 years. He added that the fence at the rear of the site will help with screening the property from the apartments.

Mr. Arnold asked about the style of the proposed buildings. Mr. Rodriguez reported that the front office would block most of the view of the building in the rear. Both buildings would have the same style of metal roof, but the rear building would be constructed of steel.

Mr. Arnold asked about the property to the west of the site. Mr. Hammes confirmed that the property is zoned Office Service, but the use is currently residential. He explained further that the residential use triggers a screening requirement, despite the similar zoning. While other standards may apply in other circumstances, in this case landscaping between the business and the adjacent residential structure would be sufficient.

Mr. Keeley, Jr., asked about the specific type of business proposed for the site. Mr. Rodriguez replied that his company is a custom homebuilder. This is reflected in the style of the office building.

Mr. Atkins noted that there were no other members of the public present.

Site Plan Review Criteria

Mr. Atkins read the Site Plan Review Criteria into the record. Pursuant to Code Section 1214.04(d)(1) "Site Plan Review Criteria", the Planning Commission shall not approve an application for site plan review unless it finds the following:

- (1) That the proposed development is consistent with this code, and other related codes and ordinances enforced by the City;

Staff Comment: Staff feels the proposed development is consistent with the Code.

By a vote of 4-0, the Planning Commission agreed with the staff comment.

- (2) That the proposed development complies with the applicable zoning district regulations;

Staff Comment: Staff feels the proposed development will comply with Chapter 1226 (General Development Standards) and Chapter 1228 (Architectural Standards).

By a vote of 4-0, the Planning Commission agreed with the staff comment.

- (3) That the proposed development adequately provides for emergency vehicles access and circulation; and

Staff Comment: Staff feels this development will adequately provide emergency vehicles access and circulation, as shown.

By a vote of 4-0, the Planning Commission agreed with the staff comment.

- (4) If the project is to be carried out in successive phases, that each stage of the proposed development shall comply with the foregoing criteria.

Staff Comment: Staff feels this criterion does not apply. This is not anticipated to be a multi-phase project.

By a vote of 4-0, the Planning Commission agreed with the staff comment.

Mr. Hammes noted that every criterion does not necessarily apply to every project in the same way. He explained that criterion 4, relating to multi-phase projects, does not prevent the applicant from expanding the business later on, provided that they amend their site plan.

Mr. Atkins reported that staff recommended **approval** of the site plan for 234 West National Road as proposed, with the following conditions:

1. All landscaping and screening shall be installed in quantities and varieties compliant with Chapter 1232 of the Vandalia Zoning Code.

Mr. Plant made a motion to approve Case PC 25-0003 with the recommended condition. Mr. Keeley, Jr., seconded the motion.

By a vote of 4-0, the Planning Commission **Approved** Case PC 25-0003 with the recommended condition.

Mr. Hammes explained that the Commission's approval in this matter is final. He will submit a copy of the approval to the Building Department, which will allow them to approve permits and get the project moving forward.

New Business – PC 25-0004 – Code Amendment – Interstate Highway Sign Overlay

Mr. Hammes introduced Case PC 25-0004, a Staff-Initiated Code Amendment relating to the Interstate and Limited-Access Highway Sign Overlay District.

Mr. Hammes explained that billboards are not currently permitted in the City of Vandalia. Despite this, there are some legacy billboards that predate the current restrictions, including six billboards along Airport Access Road.

Mr. Hammes reported that the City leases a portion of two properties along Airport Access Road to Outfront Media. This company maintains a double-sided billboard on each of these properties. Recently, the company requested permission to upgrade the billboards to full-sized digital billboards.

Mr. Hammes noted that all existing billboards along Airport Access Road are nonconforming, due to the existing restrictions. Any structural alterations to nonconforming signs need to bring them into compliance with the code – meaning that a billboard would need to be reduced to 200 square feet, or less than a third of its current size. He added that only 70 square feet of the sign could be electronic, which would not work for a full-sized digital billboard.

Mr. Hammes observed that the Interstate and Limited-Access Highway Sign Overlay provides additional standards for signs found along various highways within the City. The boundaries of the overlay include a 400' area surrounding Interstates 70 and 75 and the Airport Access Road. Generally, the overlay allows for larger and taller freestanding signs than those permitted by the underlying zoning districts. The overlay permits both monument and pole signs, but does not specifically allow billboards.

Mr. Hammes noted that a code amendment would be required to allow existing billboards along Airport Access Road to be upgraded. He pointed out that amending the overlay, rather than the sign code, would allow the City to allow billboards on a limited basis in areas around major highways without impacting parcels outside the overlay.

Mr. Hammes described the Interstate Highway Sign Overlay, highlighting the areas included in the overlay. He explained that staff proposed dividing the overlay into three major areas, so that standards could be applied narrowly to one area without impacting others. As proposed, Area A would include Airport Access Road, Area B would include the east side of I-75 south of I-70, and Area C would include the east and west sides of I-75 north of I-70.

Mr. Hammes pointed out several areas where the Interstate Highway Sign Overlay overlapped other overlays. In Area A, two parcels along National Road fall into the National Road Sign Overlay. In Area B, the area west of I-75 and south of Benchwood Road would be in the Interstate Highway Sign Overlay if it were not already in the Miller-Benchwood Overlay. In both cases, the stricter overlay remains in place.

Mr. Hammes noted that there are no billboards in Areas B and C. He pointed out that there are multiple pole signs in Area B, but these signs comply with the current standards.

Mr. Hammes discussed the proposed standards for signs in the overlay. He noted that the only proposed changes would be the increase in maximum size for pole signs in Area A. This would permit billboards up to 672 square feet in size, with the full 672 square feet being digital.

Mr. Hammes added that no billboard would be permitted in Area A unless installing that billboard results in the removal of another billboard in Area A. This is intended to keep the number of billboards at the current level. This rule would not impact normal pole signs up to 200 square feet.

In summary, Mr. Hammes pointed out that no billboards along Airport Access Road can legally be upgraded or replaced under the current standards. The proposed amendments would allow some or all of the existing billboards to receive much-needed updates.

Mr. Hammes discussed one additional change proposed for the overlay. Larger Temporary Banners are permitted in the overlay if the underlying zoning is one of several industrial districts. In order to avoid confusion and make this provision more easily understood and enforced, staff recommends

Mr. Hammes clarified the rule requiring the removal of an existing billboard prior to the installation of a new billboard. He explained that the removal must happen within six months of the installation. In the case of double-sided billboards, both faces count as billboards – meaning that the removal of a double-sided billboard could result in two new billboards, whether or not they remain attached.

Mr. Atkins asked if this would result in additional billboards. Mr. Hammes replied that some double-sided billboards may become single-sided, since digital billboards must face toward the highway they serve. The removal of the second face could result in a new billboard elsewhere, so long as the permit for the new billboard is issued within six months.

Mr. Hammes also pointed out that Federal Highway Administration rules may dictate where billboards can be placed, due to the minimum distance required between billboards.

Mr. Keeley Jr. asked about rules regarding the brightness of digital billboards, which could cause concern for billboards facing residential properties. Mr. Hammes replied that electronic signs (including digital billboards) cannot face residential property. He added that the rules of the underlying district would govern brightness, transitions, and other standards for electronic signs.

Mr. Arnold remarked on trends in digital advertising, including the cost of leasing space on a digital billboard in the current economy.

Mr. Atkins asked if these rules would impact proposals such as the art installation at the I-70 / I-75 Interchange. Mr. Hammes replied that the ordinance could be adjusted to include such monuments if necessary.

Review Criteria

Hearing no further questions, Mr. Atkins read the Review Criteria into the record.

Recommendations and decisions on planning and zoning code amendment applications shall be based on consideration of the following review criteria:

1. The proposed text amendment is consistent with the comprehensive plan, other adopted City plans, and the stated purposes of this code;

Staff Comment: Staff feels that the proposed amendments are consistent with policies adopted by the City and with the existing text of the code.

By a vote of 4-0, the Planning Commission agreed with the staff comment.

2. The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions; and

By a vote of 4-0, the Planning Commission agreed with the staff comment.

Staff Comment: Staff feels that proposed amendments are necessary due to changing conditions resulting from improvements in technology relating to billboards.

3. The proposed amendment will promote the public health, safety, and general welfare.

Staff Comment: Staff feels that the proposed amendments promote the public health, safety, and general welfare.

By a vote of 4-0, the Planning Commission agreed with the staff comment.

Mr. Atkins reported that staff recommended that the Commission recommend approval of the proposed amendments to the Zoning Code, as listed in the staff report.

Mr. Keeley, Jr., made a motion to recommend approval of the proposed code amendments. Mr. Plant seconded the motion.

By a vote of 4-0, the Planning Commission recommended **Approval** of Case PC 25-0004 as proposed.

The recommendation of the Planning Commission will be forwarded to the Council Study Session of April 7th, 2025.

Communications

Mr. Hammes noted that a training session with the Law Director had been suggested by Council. The training may involve the Board of Zoning Appeals as well, with topics and schedule yet to be determined. Mr. Hammes will notify the Commission of any plans, and asked that any suggestions for such a training session be sent to his office.

Mr. Hammes reported that there may be additional text amendments later in the year. He advised the Commission that his office attempts to make the narrowest change to the code possible to accomplish whatever goal is set forth by Council, which may result in multiple small code amendments.

Adjournment

Mr. Atkins asked for a motion to adjourn. Mr. Keeley, Jr., made the motion. Mr. Arnold seconded the motion. The vote passed 4-0.

Mr. Atkins adjourned the meeting at 6:56 p.m.

Chairman

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
ORDINANCE 25-08

AN ORDINANCE TO REVISE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF VANDALIA, MONTGOMERY COUNTY, OHIO DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2025, AND AMENDING ORDINANCE 24-24 AND DECLARING AN EMERGENCY

WHEREAS, City Council has determined it is in the best interest of the City to revise appropriations for current expenses and expenditures;

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

Section 1. The sums set forth in Appendix A which is attached hereto and incorporate herein by this reference, be and are hereby increased or (reduced) as set forth on Appendix A.

Section 2. The Director of Finance for the City is authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers, provided that no warrants shall be drawn or paid for salaries or wages except the person employed by authority of and in accordance with law or ordinance.

Section 3. Ordinance 24-24 providing for annual appropriations being inconsistent with the provisions of this Ordinance, the same is hereby amended.

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

Section 5. This legislation involves appropriating money and is hereby passed as an emergency measure pursuant to Charter Section 4-7 as being necessary in order to provide for the continued protection of the public peace, health, safety and welfare and for the further reason that it is necessary to keep the city's financial records complete and accurate.

Section 6. This ordinance shall go into effect **immediately upon passage as provided by law.**

Passed this 5th day of May, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E Althouse, Clerk of Council

Appendix A

Fund	Description	Subtotals	Division Total	Fund Total
110 General Fund				
	Finance			
	Other Expenditures	22,376		
	Fire			
	Other Expenditures	3,600		
	Non-departmental			
	Other Expenditures	20,360.80		
	Police - Operations			
	Other Expenditures	10,195		
	Police - Crime Prevention			
	Other Expenditures	1,000		
	Total General Fund		57,531.80	57,531.80
225 Law Enforcement Fund				
	Other Expenditures	21,650		
	Total Law Enforcement Fund		21,650	21,650
641 Golf Fund				
	Course Maintenance			
	Other Expenditures	30,000		
	Total Golf Fund			30,000
	Grand Total			109,181.80

Memo

To: Kurt Althouse, Interim City Manager

From: Bridgette Leiter, Director of Finance

Date: April 16, 2025

Re: Supplemental Appropriation Ordinance

Finance is requesting the approval of the following supplemental appropriation Ordinance for the following reasons:

General Fund:

Finance

- **\$22,376** – increase appropriations to cover the costs related to the purchase of new digital budget software. The requested amount will include a pro-rated subscription fee for the remainder of 2025, and the annual costs due in 2026 will be included in the 2026 Budget.

Fire

- **\$1,200** – increase appropriations to cover the cost of EMS equipment and supplies purchased with the Ohio EMS Equipment Grant received from the Department of Public Safety.
- **\$2,400** – increase appropriations to cover the costs of additional education and training in the Fire Division with a grant received from the State of Ohio.

Non-departmental

- **\$20,360.80** – increase appropriations to move funds from the General Fund to the newly established 911 Service System Fund (Fund 234). The funds received from the State are a portion of the 911 fees collected based on a new State funding model. The expenses are restricted and included in Resolution 24-R-47.

Police – Operations

- **\$10,195** – increase appropriations to account for unexpected expenses related to the promotional process being offered for the positions of Captain and Sergeant. The costs were not included in the 2025 Budget as a personnel transition occurred after the approval of the 2025 Budget.

Police – Crime Prevention

- **\$1,000** – increase appropriations to account for a grant received from the Pizzi Family Fund of the Delaware County Foundation. The funds are earmarked for the newly branded PILOT program, intended to foster youth outreach and recruiting.

Law Enforcement Fund:

- **\$21,650** – increase appropriations to cover expenses from the Law Enforcement Fund (Fund 225) related to a new drone program such as equipment, software, training and an FAA license necessary to implement the program. The funding source for Fund 225 is forfeited funds received from successful investigations and prosecutions as a part of the Miami Valley Bulk Smuggling Task Force.

Golf Fund:

Course Maintenance

- **\$30,000** – increase appropriations to cover expenses related to the electric service replacement at the golf course irrigation system pump house (interior and exterior).

MEMORANDUM

TO: Kurt Althouse, Interim City Manager
FROM: Ben Graham, Zoning and Planning Coordinator
Michael Hammes, AICP, City Planner
DATE: April 16, 2025
SUBJECT: **BZA 25-0004** – 1200 Wilhelmina Drive - Variance from City Code
Section 1224.01(e)(17)(B)(ii) “Rear Deck Setback”

General Information

Applicant: Kaitlyn Dosch
1200 Wilhelmina Drive
Vandalia, Ohio 45377

Existing Zoning: Residential Single-Family (RSF-3)

Location: 1200 Wilhelmina Drive
Vandalia, Ohio 45377

Previous Case(s): None

Requested Action: Approval

Exhibits: 1- Application
2- Criteria Responses
3- Location Map
4- Site Plan
5- Deck Rendering

Background

The Applicant, Kaitlyn Dosch, has requested a variance to have a deck encroach into the minimum rear yard setback. City Code Section 1224.01(e)(17)(B)(i) provides that “if the porch or deck extends across more than 25 percent of the width of the front or rear façade, the entire porch or deck shall meet the minimum building setback requirements for principal buildings in the applicable zoning district.”

The Applicant has proposed constructing a new 338 (13’x26’) square deck in her rear yard. The minimum rear yard setback is 35 feet. The house is currently setback at 18 feet from the property line and is already encroaching 17 feet into the rear yard setback. The proposed deck would encroach an additional 13 feet into the rear yard setback, causing the overall setback to be 5 feet from the property line.

In the Letter of Justification, the Applicant explained “the adjacent neighbors are fully in favor of this deck installation, as it will enhance the beauty and functionality of our property. We have designed the plan to leave a 5’ space between the deck’s eastern edge, and the back edge of our property. Note that the entire property eastern border adjacent to the proposed deck is edged by a very large hedgerow belonging to our neighbors.”

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: Installation of the proposed deck will enhance the beauty and use of the property, increasing its value.

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

- (2) Whether the variance is substantial;

Applicant Response: This variance is not substantial. The new deck will cover an existing concrete/stone patio.

BZA Comment: The Board agreed that the variance is somewhat substantial.

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

Applicant Response: Installation of this deck will actually improve the use of the property, and enhance the visual appeal to adjoining properties.

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);

Applicant Response: No effect on government services as planned.

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

Variance Criteria (Cont'd)

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

Applicant Response: No. The owner was unaware of this zoning restrict at the time of property purchase.

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;

Applicant Response: Question is not applicable to this request.

BZA Comment: The Board agreed that the owner's predicament cannot be obviated without a variance because the existing house is already encroaching 17 feet into the rear yard setback requirement. Any new addition or deck, regardless of size would need a variance to further encroach into the rear yard setback.

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

Applicant Response: The zoning requirement is primarily intended to ensure neighborhood attractiveness and functionality are maintained. This deck installation is a visual improvement to the property and will not detract from the neighborhood. It will have zero impact on the adjacent neighbor's property.

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

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

Applicant Response: The adjacent neighbors are fully in favor of this deck installation, as it will enhance the beauty and functionality of our property. We have designed the plan to leave a 5' space between the deck's eastern edge, and the back edge of our property. Note that the entire property eastern border adjacent to the proposed deck is edged by a VERY large hedgerow belonging to our neighbors. We foresee zero negative impacts to this variance.

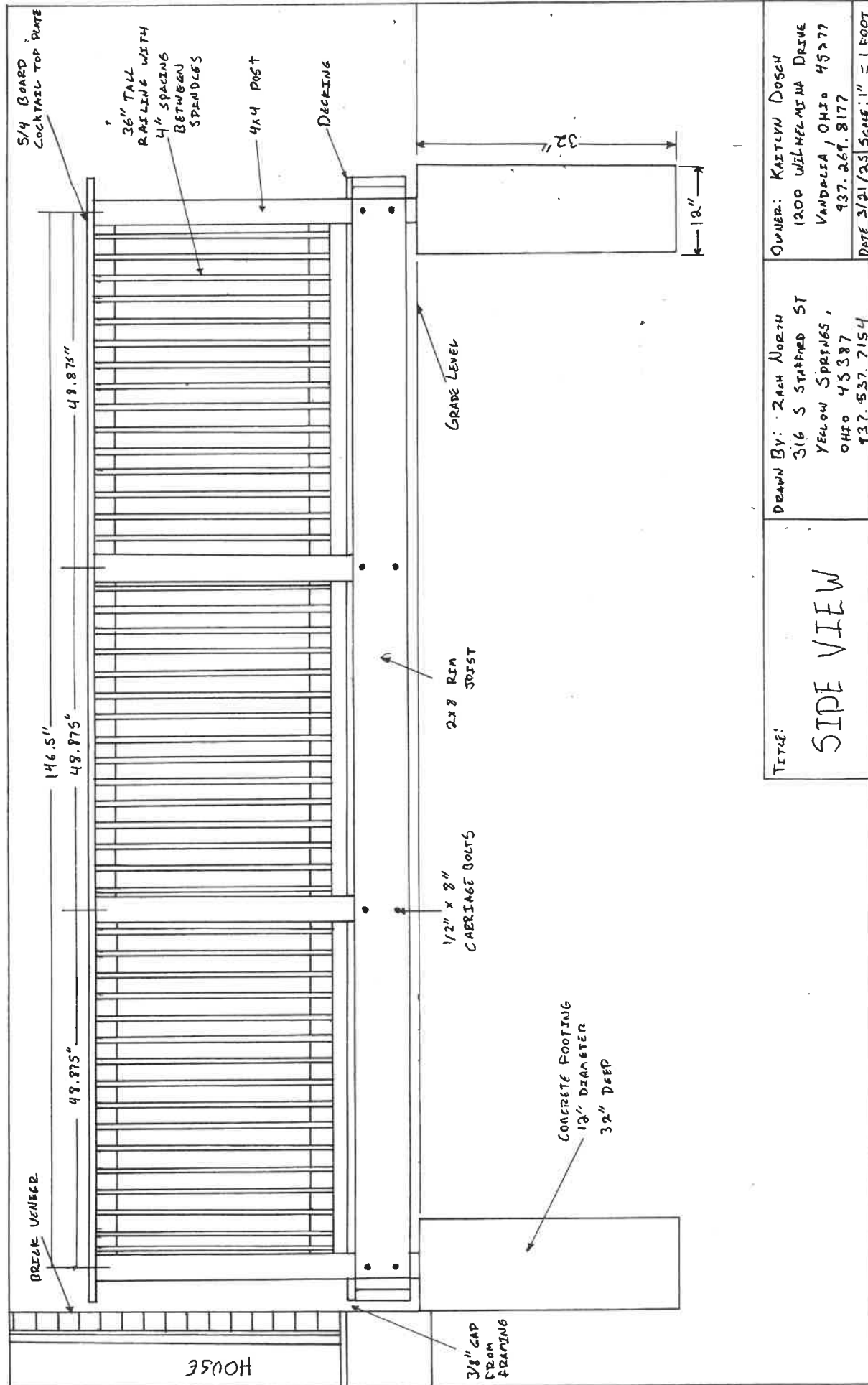
BZA Comment: The Board agreed that the current house layout is legal nonconforming, with a rear yard setback of 18 feet, whereas the code requires a minimum of 35 feet.

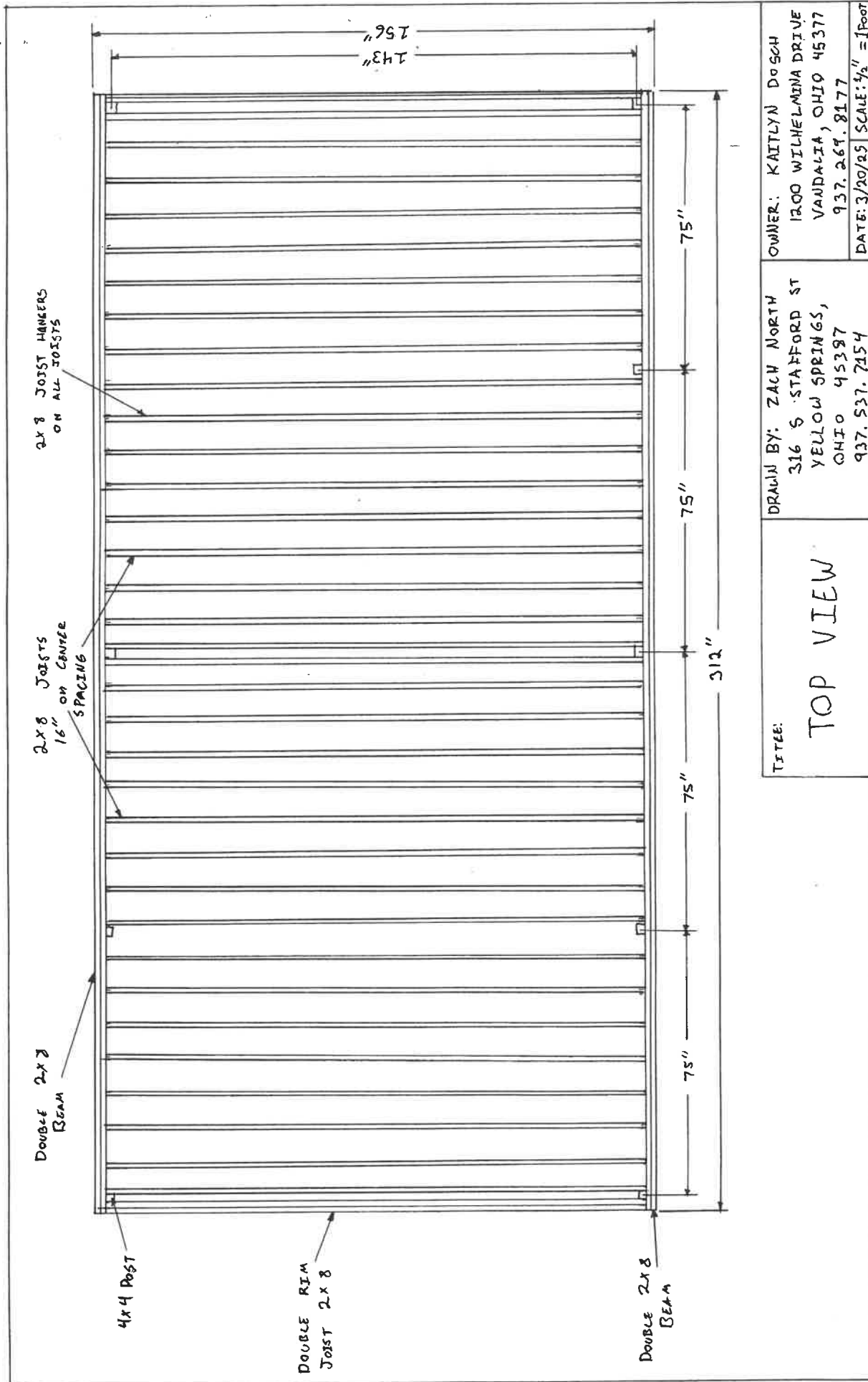
Recommendation

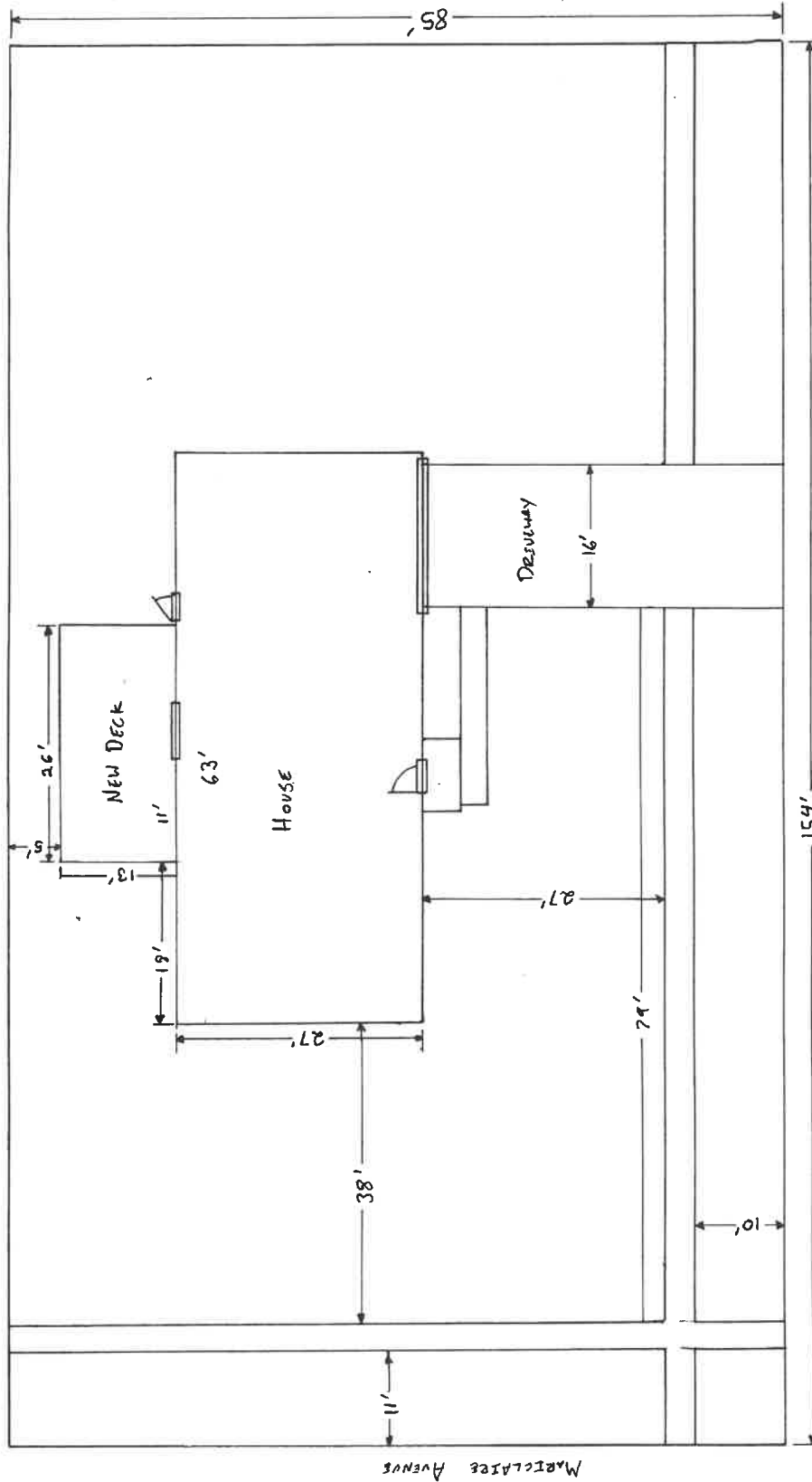
The Board of Zoning Appeals reviewed this application at its regular meeting of April 9th, 2025.

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(e)(17)(B)(i) for the purpose of allowing a deck to be placed 5 feet from the rear property line at 1200 Wilhelmina Drive.

The recommendation of the Board of Zoning Appeals is hereby forwarded to City Council for their review.







WILHELMINA DRIVE

TITLE:

SITE PLAN

DRAWN BY: ZACH NORTH
316 S. STAFFORD ST
YELLOW SPRINGS,
OHIO 45387
937.537.7154

OWNER: KAITLYN DOSCH
1200 WILHELMINA DRIVE
VANDALIA, OHIO 45377
937.269.8177

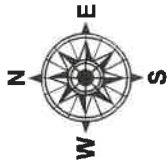
DATE: 3/21/25 SCALE: 1/4" = 3 FEET



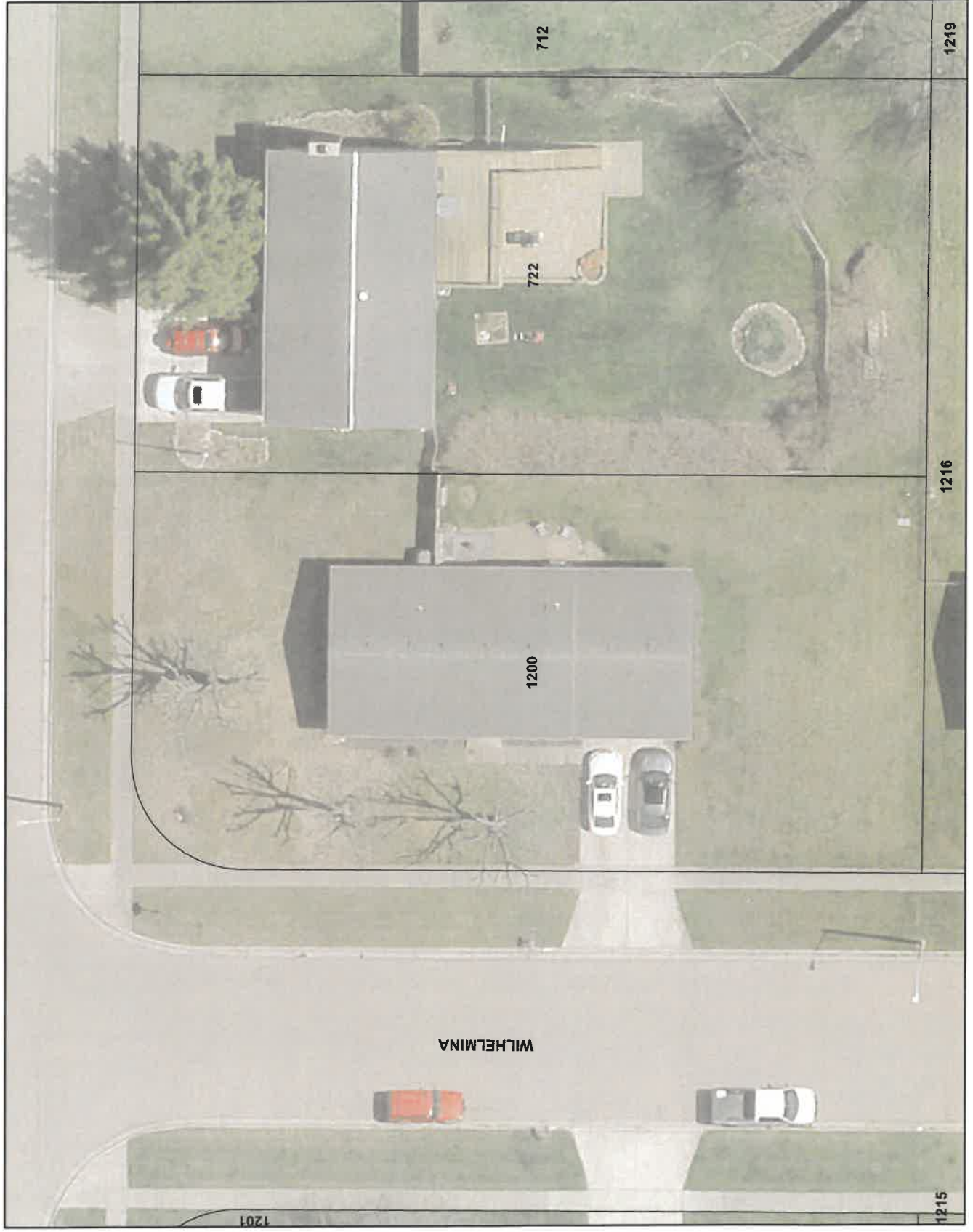
City of Vandalia Board of Zoning Appeals

1200 Wilhelmina Drive

BZA 25-0004 Rear Deck Setback



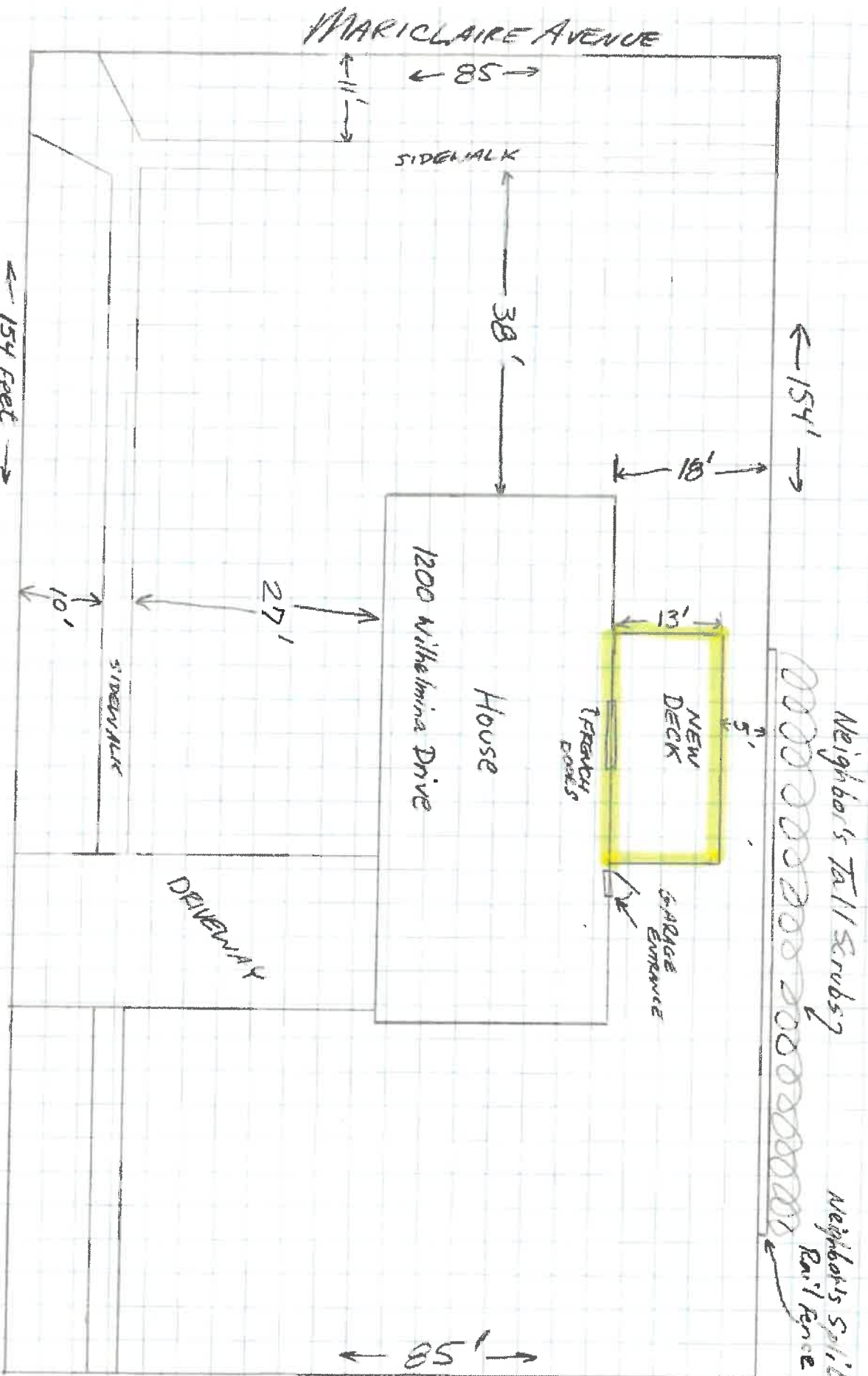
1 inch = 24 feet



← N

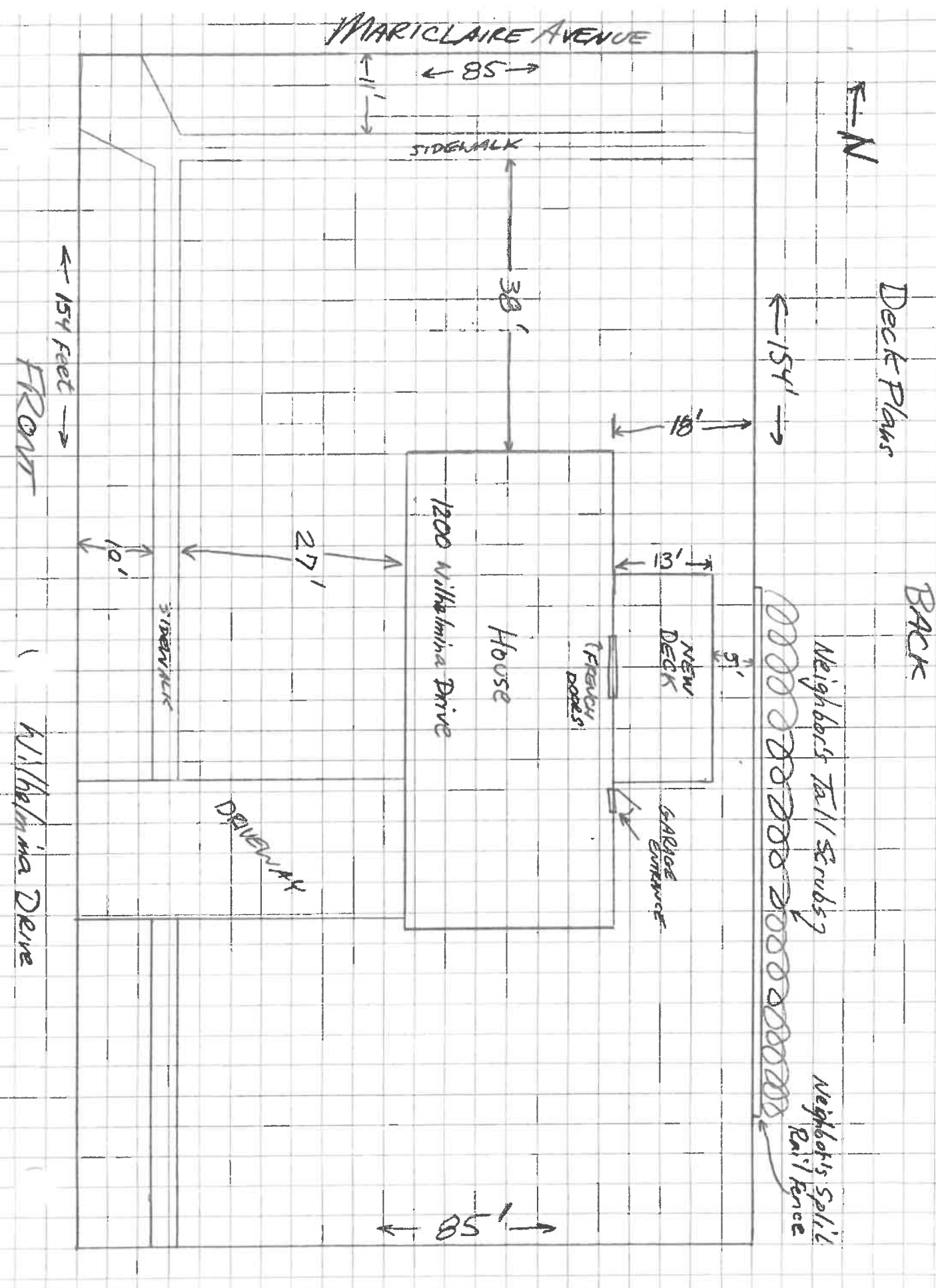
Deck Plans

BACK



FRONT

Wilhelmina Drive



← N

Deck Plans

BACK

Neighbors Tail Scrubs

Neighbors Split Rail Fence

MARICLAIRE AVENUE

← 85' →

SIDEWALK

38'

18'

13'

5'

1200 Wilhelmina Drive

House

FRENCH DOORS

GARAGE ENTRANCE

DRIVEWAY

27'

SIDEWALK

10'

← 154 Feet →

FRONT

Wilhelmina Drive

← 85' →

← N

Deck Plans

BACK

Neighbor's Tall Scrubby

Neighbor's Split Rail Fence

← 154' →

← 18' →

← 13' →

5'

NEW DECK

FRENCH DOORS

GARAGE ENTRANCE

← 85' →

SIDEWALK

38'

1200 Wilhelmina Drive

House

27'

SIDEWALK

10'

← 154 feet →

FRONT

Wilhelmina Drive

DRIVEWAY

← 85' →

MARICLAIRE AVENUE

N

Deck Plans

BACK

Neighbors Tall Scrubsg

Neighbors Split Rail Fence

85'

11'

SIDEWALK

38'

18'

154'

154 Feet

FRONT

N. Wilhelmina Drive

1200 N. Wilhelmina Drive

House

NEW DECK

TERRACE DOORS

GARAGE ENTRANCE

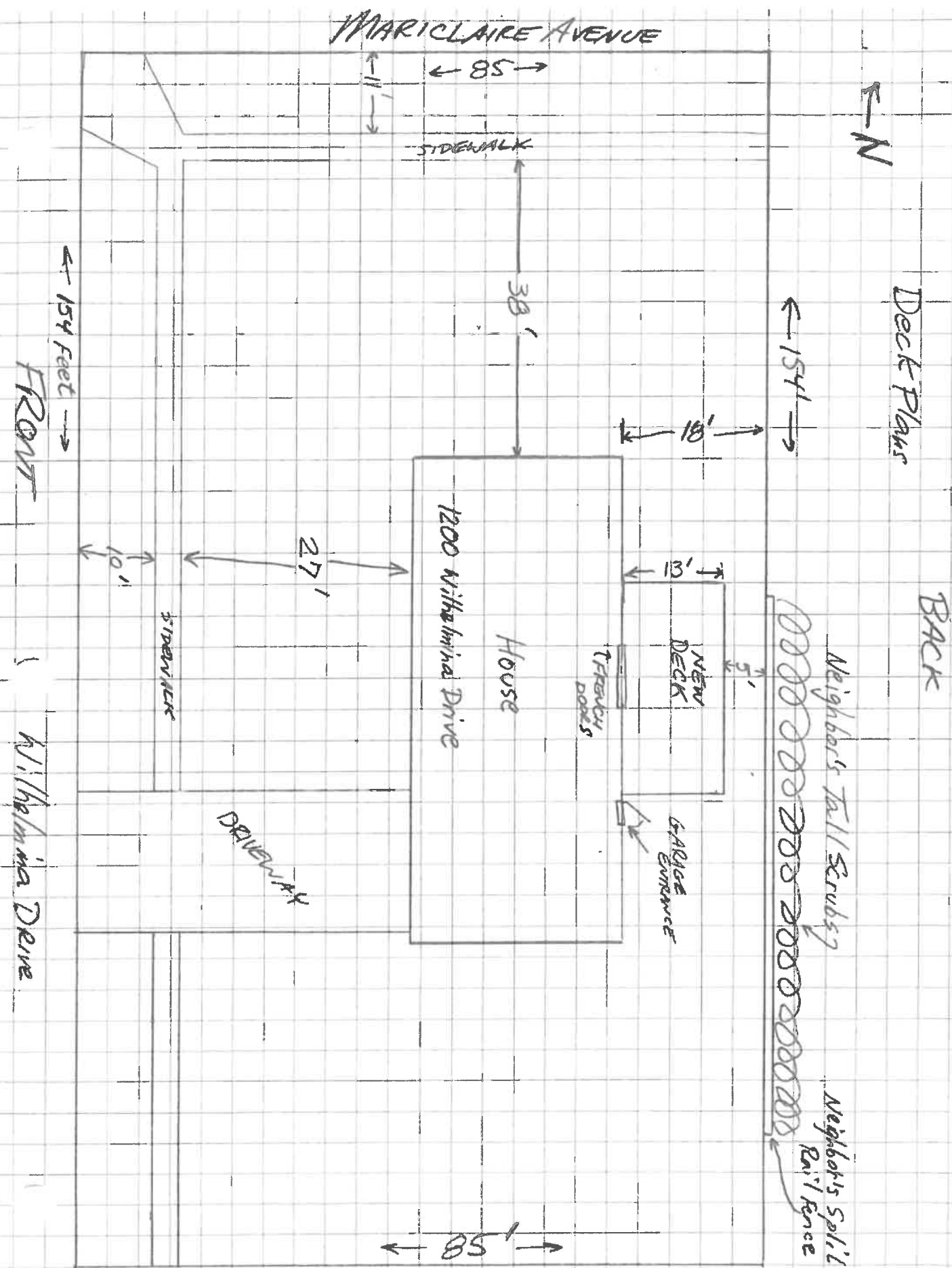
DRIVEWAY

SIDEWALK

27'

10'

85'



← N

Deck Plans

BACK

MARICLAIRE AVENUE

← 85 →

SIDEWALK

38'

← 18' →

← 154 feet →

FRONT

Williams Drive

1200 Williams Drive

House

27'

SIDEWALK

DRIVEWAY

NEW DECK

TRUCKY DOORS

GARAGE ENTRANCE

Neighbor's Tall Scrub

Neighbor's Split Rail Fence

← 85' →

MARICLAIRE AVENUE

← N

Deck Plans

BACK

← 154' →

Neighbors Tall Scrub

Neighbors Split Rail Fence

← 18' →

← 13' →

NEW DECK

FRANCHISE DOORS

GARAGE ENTRANCE

House

1200 Wilhelmina Drive

← 85' →

SIDEWALK

38'

27'

DRIVEWAY

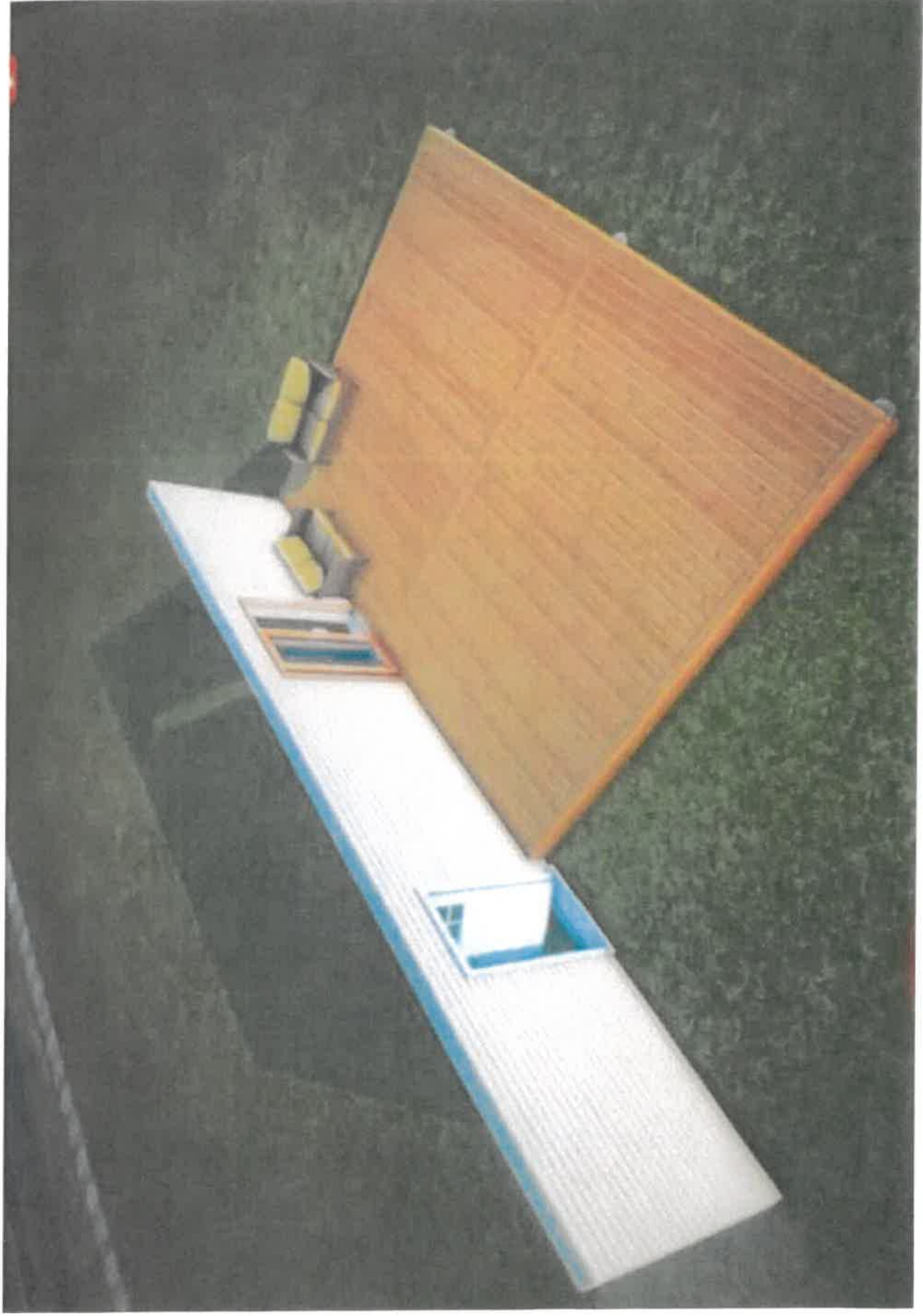
SIDEWALK

← 154 Feet →

FRONT

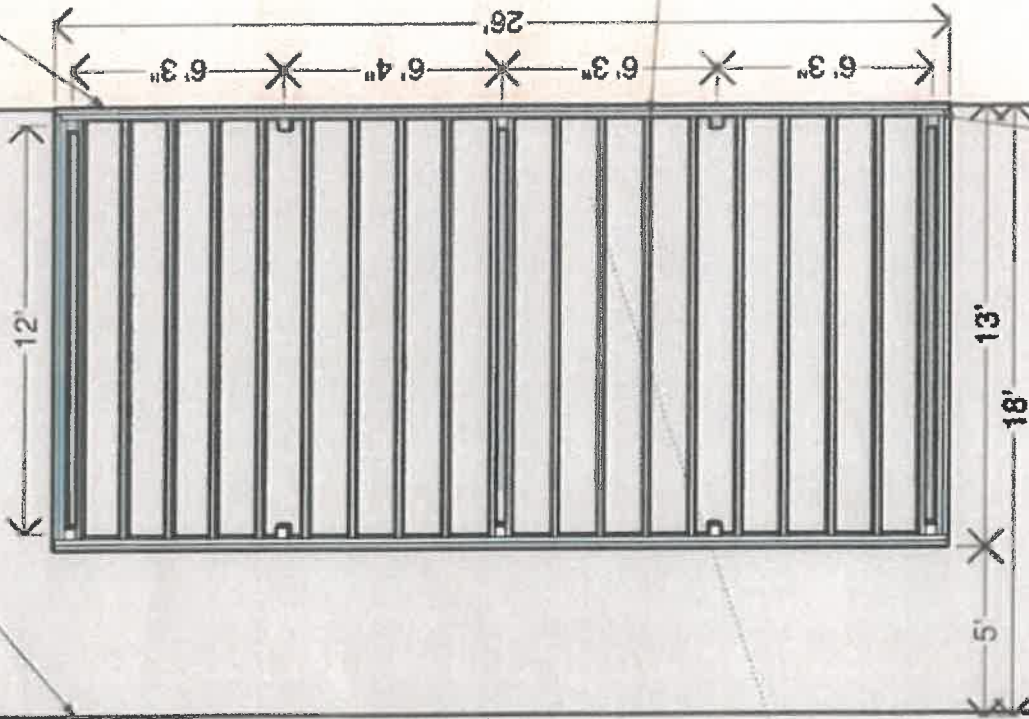
Wilhelmina Drive

← 85' →



2x8 Joists

Property Line



House not to scale

House

Simpson 2x8 Hangers on all joists



14 March 2025

To Whom It May Concern:

This letter is justification for variance permitting the installation of a wooden deck in the rear yard of 1200 Wilhelmina Drive, Vandalia, OH 45377. (Parcel I.D # B02 00919 0032). Below are specific responses to the Variance Review Criteria questions included with the application instructions:

(1) Whether the property in question will yield a reasonable return...

Installation of the proposed deck will enhance the beauty and use of the property, increasing its value.

(2) Whether the variance is substantial.

This variance is not substantial. The new deck will cover an existing concrete/stone patio.

(3) Effect on neighborhood character or detriment to adjoining properties.

Installation of this deck will actually improve the use of the property, and enhance the visual appeal to adjoining properties.

(4) Will this variance adversely affect any government services.

No effect on government services as planned.

(5) Did property owner purchase the property with knowledge of the zoning restriction?

No. The owner was unaware of this zoning restrict at the time of property purchase.

(6) Can the property owners predicament obviated through another method?

Question is not applicable to this request.

(7) Would the spirit and intent behind the zoning requirement be observed and substantial justice done by granting the variance.

The zoning requirement is primarily intended to ensure neighborhood attractiveness and functionality are maintained. This deck installation is a visual improvement to the property, an will no detract from the neighborhood. It will have zero impact on the adjacent neighbor's property.

(8) Any other relevant factors?

The adjacent neighbors are fully in favor of this deck installation, as it will enhance the beauty and functionality of our property. We have designed the plan to leave a 5' space between the deck's eastern edge, and the back edge of our property. Note that the entire property eastern border adjacent to the proposed deck is edged by a VERY large hedgerow belonging to our neighbors. We foresee zero negative impacts to this variance.

I am confident the deck installation resulting from this variance will enhance our property and the neighborhood appearance overall. Thank you for your consideration f this variance request.

Sincerely,

Kaitlyn Dosch, Homeowner
1200 Wilhelmina Dr.
Vandalia, OH 45377

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 25-0004 Rear Deck Setback – 1200 Wilhelmina Drive
5. Approval of Minutes
 - a. Board of Zoning Appeal Minutes: March 12, 2025
6. Communications
7. Adjournment

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

1. Call to Order

Mr. Flannery called the meeting to order at 6:03 p.m. Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council made the final decision on all appeal and variance requests but will not hold a public hearing such as BZA. She noted that City Council would hear the request at the meeting on April 21, 2025, at 7:00 p.m.

2. Attendance

Four of the members were in attendance. Mr. Stefanidis 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 25-0004, a request for a Rear Yard Setback variance on a residential property in the RSF-3 district. He stated that the applicant wished to construct a 13' deck at the rear of their house located at 1200 Wilhelmina Drive. The minimum rear yard setback is 35 feet. The house is currently setback at 18 feet from the property line and is already encroaching 17 feet into the rear yard setback. The proposed deck would encroach an additional 13 feet into the rear yard setback, causing the overall setback to be 5 feet from the property line.

Mr. Hammes added that the deck must meet the rear setback because the proposed deck is wider than 25% the width of the house.

Mr. Hammes noted that the property is a corner lot, and thus the orientation of the home and its placement on the lot resulted in a smaller rear yard than usual.

Mr. Hammes presented maps included with the staff memo, including aerial photographs of the site and a rendering of the proposed deck.

Mr. Larger asked about any comments from neighbors. Mr. Hammes replied that his office had received no comments in favor of or against the variance, and added that there were no members of the public present at the meeting.

Mr. Flannery invited the Applicant to address the Board.

Mr. Brandon Dosch of 1200 Wilhelmina Drive addressed the Board. He identified himself as the property owner and explained that he and his wife would like to have a deck. The deck is intended as a “back-yard sanctuary” for his family.

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

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.

- (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 because the existing house is already encroaching 17 feet into the rear yard setback requirement. Any new addition or deck, regardless of size would need a variance to further encroach into the rear yard setback.

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

BZA Comment: The Board agreed that substantial justice would be done, but that the intent behind the zoning code would not be strictly 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 the current house layout is legal nonconforming, with a rear yard setback of 18 feet, whereas the code requires a minimum of 35 feet.

Mr. Flannery reported that Staff recommends that the Board of Zoning Appeals recommend **approval** of the requested variance from City Code Section 1224.01(e)(17)(B)(i) for the purpose of allowing a deck to be placed 5 feet from the rear property line at 1200 Wilhelmina Drive.

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(e)(17)(B)(i) for the purpose of allowing a deck to be placed 5 feet from the rear property line at 1200 Wilhelmina Drive.

Mr. Larger 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 April 21, 2025, at 6:00 p.m. and the City Council Meeting on April 7, 2025, at 7:00 p.m.

Mr. Dosch thanked the Board for its recommendation.

5. Approval of Minutes

a. Board of Zoning Appeal Minutes: March 12, 2025

Mr. Johnston made a motion to approve the March 12, 2025, Meeting Minutes. Mr. Larger seconded the motion. The motion passed 4-0.

6. Communications

Mr. Hammes reported there would be a meeting on April 23rd, 2025.

Mr. Hammes noted that there had been discussion about a potential training session for the Board of Zoning Appeals. Such training may be scheduled for a summer meeting.

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

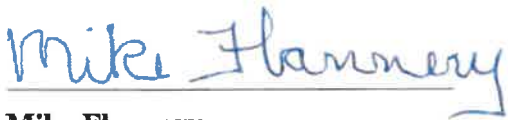
Mr. Hammes noted that a motion to excuse Mr. Stefanidis would be in order at this time. Mr. Larger made a motion to excuse Mr. Stefanidis. Mr. Johnston seconded the motion. The motion passed 4-0.

Mr. Flannery asked about the date for the first meeting in May. Mr. Hammes replied that the first meeting in May would take place on Wednesday, May 14th. Mr. Flannery reported that he might not be able to attend that meeting.

7. Adjournment

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

The meeting was adjourned at 6:21 p.m.



Mike Flannery
Chair

VANDALIA RECORDS COMMISSION MEETING MINUTES

October 28, 2024

MEMBERS PRESENT: Mrs. Hooper, Mrs. Leiter and Mr. McDonald

MEMBERS ABSENT: Mr. Schwieterman

REPRESENTATIVES PRESENT: Christine Budich, Kristen Carnes, Candice Jacobs, Sherry McConnaughey, Anissa Kanzari and Angela Swartz

OTHERS PRESENT: Leann, Hanf, Tonya Sparks and Deborah Wright

Call to Order

The meeting of the Vandalia Records Commission was called to order by Mr. McDonald at 9:01 a.m.

Approval of Previous Minutes – April 29, 2024

Mr. McDonald asked the voting members if they had a chance to review the April 29, 2024, Vandalia Records Commission draft minutes. All members present responded in the affirmative. Mr. McDonald asked for a motion to approve the minutes. It was moved by Mrs. Leiter, seconded by Mrs. Hooper, to approve the April 29, 2024, Vandalia Records Commission minutes. All members present voted yes. Motion passed 3-0.

New Business

Mr. McDonald was prepared to introduce Mr. Schwieterman, however, advised Mr. Schwieterman had a prior commitment and was unable to attend the meeting. Mr. Schwieterman was excused from the meeting.

Old Business

Mr. McDonald followed up with Mrs. Budich's inquiry from the April 29, 2024 Records Commission meeting regarding keeping digital copies of receipts, purchase orders, bonds and certificates, records request, permits and complaints instead of paper copies. Mr. McDonald advised these items are listed on the on the Development and Engineering Services Records Retention Schedule as both paper and electronic. The schedule would need to be amended if the Development and Engineering Services choices to no longer keep these as paper copies.

Approval of Schedules

Mr. McDonald presented an amended City Manager/Council RC-2. Human Resources Manager, Lean Hanf addressed the Records Commission Members and Records Commission Representatives with the updates regarding HIPA laws, requesting the following items retention period be changed from years to Until no longer of administrative value.

12-36	Health Insurance Claims Explanation of benefits of employee health claims	3-years Until no longer of administrative value	Paper
12-37	Health Employee Claim Report	5-years Until no longer of administrative value	Paper

Mrs. Hanf also requested the following items be changed from Paper to Electronic media type.

12-01	Accident Reports Record of any accidents occurring on city property	2 years, providing no claims pending	Paper Electronic
12-02	Administrative Memoranda Memos from administration on variety of subjects	Until terminated and/or superseded; appraise for historical value	Paper Electronic
12-03	Affirmative Action forms Required documentation to be voluntarily filled out with employment applications	2 years	Paper Electronic

12-43	Job classification list List of job classifications within the city	Until superseded	Paper Electronic
12-44	Job descriptions Description of all full-time positions within the city	Until superseded	Paper Electronic
12-45	Labor Union Agreements	15 years after termination	Paper Electronic

24-54	Opinions of city attorney	Permanent	Paper Electronic
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12-65	Personnel roster full-time	Until superseded	Paper Electronic
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12-83	Wage/benefit surveys	Permanent / historical value	Paper Electronic
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After the commission had an opportunity to review and ask questions on the requested changes to the City Manager/Council RC-2, it was moved by Mrs. Hooper, seconded by Mrs. Leiter. All members present voted yes. Motion passed 3-0.

Discussion

Mr. McDonald recognized and welcomed records custodian Tonya Sparks, Public Works Department and records custodian Deborah Wright, Division of Police. Mr. McDonald recognized Anissa Kanzari on her upcoming retirement.

It was moved by Mrs. Leiter, seconded by Mrs. Hopper, to adjourn the meeting. All members present voted yes. Motion passed 3-0.

The meeting was adjourned at 9:21 a.m.

Gerald McDonald, Acting Chairman

Minutes of the City of Vandalia Board of Zoning Appeals
April 09, 2025

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Mike Flannery
Chair