

**May 19, 2025
City Council
Council Meeting - 7:00 PM**

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

Join Zoom Meeting

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

Meeting ID: 852 8883 4157

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

1. Call to Order
2. Moment of Reflection
3. Pledge of Allegiance
4. Approval of Minutes
 - A. Council Study Session Minutes: March 17, 2025
 - B. Council Meeting Minutes: March 17, 2025
5. Communications, Petitions and Awards
 - A. **Proclamations Recognizing the Vandalia-Butler Veteran Service Organizations**
Councilmember Follick will present proclamations to the American Legion Post 668, AmVets Post 99 and Veterans of Foreign Wars Post 9582 honoring their support of the community and the Veterans Parkway Banner Project.
 - B. **Introduction and Oath of Office: Police Officer Kaitlyn Overman**
Mr. Althouse will introduce and administer the Oath of Office to Police Officer Kaitlyn Overman who began employment May 19, 2025.
 - C. **Introduction: Public Works Technician Matthew Decker**
Mr. Althouse will introduce Public Works Technician Matthew Decker who began employment May 5, 2025.
6. Public Hearing
7. Comments from Interested Citizens

8. City Manager's Report

A. Information Items

1. **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.

2. **City Offices Closed – Monday, May 26, 2025**

City offices will be closed on Monday, May 26 in observance of Memorial Day. The Recreation Center will be open from 7:00 a.m. to noon – fitness area, track, and gymnasium only.

3. **Summer Schedule – Council Meetings**

City Council established a summer schedule for Council meetings, which is one meeting a month on the third Monday of the month for June, July and August. The next regular Council meeting will be held on Monday, June 16 at 7:00 p.m.

B. Action Items

1. **Boards & Commissions Appointment**

Enclosed is the application of Mary Zellmer, who is requesting appointment to the Vandalia Arts Council.

9. Old Business

10. Resolutions

11. Ordinances - First Reading

A. **25-11 An Ordinance Providing For The Issuance And Sale Of Notes In The Maximum Principal Amount Of \$1,272,000, In Anticipation Of The Issuance Of Bonds, To Provide Moneys For The Retirement Of The City's Outstanding Taxable Land Acquisition Notes, Series 2024, And Declaring An Emergency**

B. **25-12 An Ordinance Providing For The Issuance And Sale Of Notes In The Maximum Aggregate Principal Amount Of \$865,000, In Anticipation Of The Issuance Of Bonds, To Provide Moneys For The Retirement Of The City's Outstanding Various Purpose Notes, Series 2024, And Declaring An Emergency**

12. Ordinances - Second 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**

13. Ordinances – Emergency

14. Reports from Boards and Commissions

A. **Variance: BZA 25-0005 - 221 North American – Accessory Structure Total Area**

Enclosed is a memorandum from Mr. Graham wherein the Applicant, Tory Elrich, has submitted an application requesting a variance to permit the construction of a shed that will cause the total area of all accessory structures to exceed 40% of the principal building footprint (512 square feet) for the property located at 221 North American Boulevard. The purpose of this request is to allow the construction of a 640-square-foot shed, which, when combined with an existing 160-square-foot shed, will result in a total of 800 square feet of accessory structures. The Board of Zoning Appeals voted 4-0 to recommend approval of the proposed variance with 1 condition.

B. Civil Service Meeting Minutes: April 9, 2025

C. Board of Zoning Appeals Meeting Minutes: April 23, 2025

D. Planning Commission Meeting Minutes: March 25, 2025

15. April 2025 Bill Listing \$ 2,414,642.30, Monthly Expenses over \$25,000 and Monthly Purchasing Card Detail in the amount of \$30,290.20.

A. April 2025 Bill Listing and Expenses over \$25,000

B. April 2025 Purchasing Card Detail

16. Council Comments

17. Executive Session – The purpose of the Executive Session is to discuss with the City Attorney pending or imminent court action.

18. 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 17, 2025
City Council
Study Session – 6:00 PM

CITY OF VANDALIA
Council Study Session Minutes
Municipal Building
333 Bohanan Drive
Monday, March 17, 2025
6:00 P.M.

Councilmembers Present: Councilmember Amber Aivalotis-Weaver, Councilmember Cindy Doogan, Councilmember Candice Farst, Councilmember Corey M. Follick and Councilmember Dave Lewis.

Councilmembers Absent: Mayor Herbst and Vice Mayor Mike Blakesly.

Others Present: Marcella McHenry, Kurt Althouse, Rob Cron, Angela Swartz, Darren Davey, Ben Borton, Jake Hayslett, Chris Mastrino, Chad Follick, Scott Jacobs, Candice Jacobs, Bridgette Leiter, Brian Krimm, Brandon Sucher, Alicia McCracken, Ben Walker, Nick Kavalauskas, John Wheeler, Barbara Spurgeon, Don Hutchison, Larry Doogan, Daniel Pierron, Jonathan Frederick and Jennifer Haney.

Councilmember Follick called the Study Session to order at 6:00 p.m.

Presentation

Nick Kavalauskas, President/CEO Vandalia Butler Chamber of Commerce & **John Wheeler**, Vice Chair of Vandalia Butler Chamber of Commerce Board, gave a presentation to City Council on the 2025 Vandalia Flight Fest. There was a brief discussion regarding parking and shuttle buses.

Monday, March 17, 2025

Items on this evening's Council Meeting Agenda

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

Monday, April 7, 2025

Resolution: Phone System Replacement Project

Mr. Davey advised Council the City of Vandalia's NEC phone system, in use for over 25 years, has reached the end of its supported life, leading to reliability issues and a lack of manufacturer support. To address this, \$170,000 was allocated in the 2025 budget for a replacement system utilizing Mitel equipment. Through the Sourcewell cooperative purchasing contract, three proposals were evaluated, and Forerunner, Inc., the City's current phone vendor, submitted the lowest-cost proposal meeting all requirements. The final project cost is \$161,468.06, covering equipment and installation, leaving \$8,531.94 of the budget available for necessary network switch equipment. IT Manager Davey recommends that Council waive formal bidding and approve the purchase from Forerunner, Inc. under the Sourcewell contract. Additionally, he requests authorization to use the remaining funds to purchase necessary network equipment from a yet-to-be-determined vendor. There were no comments or questions from Council.

Resolution: Support of State Issue 2 – OPWC

Mr. Cron advised Council this year on the May 6, 2025, Primary Election, the State of Ohio will have on for renewal, State Issue 2 – The Ohio Public Works Commission State Capital Improvement Program. The program was first approved back in 1987 and the funding for this program relies on an amendment to the Ohio Constitution every 10 years. The State Capital Improvement Program (SCIP) is funded by state general revenues and must be renewed by the voters. The City of Vandalia has benefited greatly from these programs receiving \$3,109,000 in funding through the SCIP over the last ten years for several much-needed projects. **Mr. Cron** recommended approving a resolution in support of State Issue 2 that will be on the ballot May 6, 2025. There was brief discussion regarding endorsing levy's at the State level verses endorsing local levy issues. **Ms. McHenry** advised she would research this and would let the Council know. There were no further comments or questions from Council.

Ordinance: Update to Chapter 878 Hotel/Motel Operations Registration

Mr. Mastrino advised Council staff reviewed Chapter 878 Hotel/Motel Operations Registration and is requesting revisions. After implementation of the hotel/motel registration for the last three years, staff have found a few items that need addressed and clarified. Some of these changes include better defining the fee cost and the board that will hear an appeal, along with some general language cleanup. **Mr. Mastrino** advised this revision also includes adding language for the current quarterly meetings rather than annually, adding Staff has found these more frequent meetings have built good rapport between the hotel/motel managers and City services (Police, Fire, DES inspection) by discussing new ideas/equipment that will help the hotel/motel managers and reduce calls of service to their properties well into the future. **Mr. Mastrino** recommended the passing of these revisions to Chapter 878 by ordinance, which coincides with our 2025 Public Service department goal of Encourage Healthy Growth and Development. There were no comments or questions from Council.

Variance: BZA 25-0003 Six Foot Fence in Zone A – 326 Dellsing Drive

Mr. Cron advised Council the applicant, Jonathan Frederick has requested a variance to construct a 6-foot fence on his corner lot within Zone A for the property located at 320-326 Dellsing Drive. The proposal involves allowing a 6-foot fence to encroach 24 feet into Zone A. Staff recommended 20 feet into Zone A. On March 12th, 2025, the Board of Zoning Appeals voted 4-0 to recommend approval with 1 condition, being the fence shall not extend more than 24 feet into Zone A. The applicant, **Mr. Frederick** addressed Council advising he is requesting an additional eight feet, for a total of 32 feet of fence, then nine feet from the sidewalk, adding the fence comes in eight-foot sections and the bush that is currently in the yard will be removed. **Mr. Frederick** shared with the amount of road traffic and foot traffic, with an RTA bus stop, the amount of people walking through their yard, a fence would give his family security and privacy. There was a request from Council, prior to the next meeting, for Staff to evaluate what the 20-, 24- and 32-foot fence locations would look like from the perspective of vehicles stopping behind the stop bar at Dellsing Drive and Pool Ave. to determine if there would any site obstructions. There were no further comments or questions from Council.

Discussion

Boards & Commissions Appointment – Larry Pearson-Golf Advisory Board

Mr. Althouse advised Council at the April 7 Council meeting; Council will be asked to consider the appointment of Larry Pearson to the Golf Advisory Board. **Mr. Althouse** advised a memo from Deputy Clerk of Council Swartz, Mr. Pearson's application and the Golf Advisory Board roster was included in the Council packets. Mr. Pearson was not in attendance. There were no comments or questions from Council.

Vandalia Butler Alumni Association Donation Request

Mr. Althouse advised Council the Vandalia-Butler Alumni Association (VBAA) is requesting financial donations to ensure the continuation of the Salute to The Seniors display at Butler High School. This

program honors graduating Butler High School seniors in the yard fronting North Dixie Drive at Elva Court with a yard sign of each student's senior photo and landscaping lights highlighting the display 24/7. In 2024, Council authorized a donation of \$1,000 and this is included in the 2025 Budget. There were no comments or questions from Council.

February 2025 Financial Reports

Cognizant of Council's duty to monitor the City's financial activity, **Councilmember Follick** introduced Mrs. Leiter to provide timely financial information for Council's review and analysis. **Mrs. Leiter** reminded Council the financial reports were previously provided in their council packets. **Mrs. Leiter** reviewed the February monthly reports in detail. She began by reviewing the Statement of Revenues and Expenditures: February 28, 2025 in detail, which included revenues and expenditures for the General Fund, the Police-Fire-Street CIP Fund, Golf Fund, Water Fund, Sewer Fund. **Mrs. Leiter** reviewed the February cost recovery data for the golf course, recreation center, Cassel Hills Pool, and the Fund Statement reports in detail dated February 28, 2025. After a brief discussion with questions and answers regarding the Hospital Fund, Council indicated approval of all reports.

Legislative Calendar

Councilmember Follick solicited comments or questions on the Legislative Calendar. There were none.

At 6:35 p.m., it was moved by Councilmember Lewis, second by Councilmember Farst, to adjourn to Executive Session to review collective bargaining strategy and certain personnel matters. All members present voted yes. Motion passed 5-0.

At 6:50 p.m., it was moved by Councilmember Lewis, second by Councilmember Farst, to reconvene to the Study Session. All members present voted yes. Motion passed 5-0.

Executive Session adjourned at 6:50 p.m.

Study Session adjourned at 6:50 p.m.

Angela Swartz

Executive Assistant

Deputy Clerk of Council

937.415.2256

aswartz@vandaliaohio.org

www.vandaliaohio.org



The Council of the City of Vandalia Meeting Minutes

March 17, 2025

Councilmembers Present: Councilmember Amber Aivalotis-Weaver, Councilmember Cindy Doogan, Councilmember Candice Farst, Councilmember Corey M. Follick and Councilmember Dave Lewis.

Councilmembers Absent: Mayor Herbst and Vice Mayor Mike Blakesly.

Others Present: Marcella McHenry, Kurt Althouse, Rob Cron, Angela Swartz, Darren Davey, Ben Borton, Jake Hayslett, Chad Follick, Scott Jacobs, Candice Jacobs, Bridgette Leiter, Brian Krimm, Brandon Sucher, Alicia McCracken, Ben Walker, Barbara Spurgeon, Don Hutchison, Larry Doogan, Daniel Pierron, Kelsie Burmeister, Rich Morrett, members of the Division of Police and members of the Division of Fire.

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

Councilmember Follick advised it was recommended in Executive Session to amend the agenda to include Resolution 25-R-18, A Resolution Approving An Agreement With The Teamsters Local Union N. 957. It was moved by Councilmember Lewis, second by Councilmember Farst to amend the agenda to include Resolution 25-R-18. All Councilmembers present voted yes. Motion passed 5-0.

Approval of Previous Minutes:

The Council Study Session Minutes from February 3, 2025, and the Council Meeting Minutes from February 3, 2025, were approved as presented.

Communications, Petitions and Awards:

Introduction & Oath of Office: Police Officer Kelsie Burmeister

Mr. Althouse introduced and administered the Oath of Office to Police Officer Kelsie Burmeister who began employment February 24, 2025.

Introduction & Oath of Office: Fire Captain Rich Morrett

Mr. Althouse introduced and administered the Oath of Office to Fire Captain Rich Morrett who began employment in January 2024.

Councilmember Follick addressed the audience advising anyone who did not wish to stay for the remainder of the meeting, this would be the time to step out.

Public Hearing: None

Comments from Interested Citizens:

The Council of the City of Vandalia Meeting Minutes

March 17, 2025

Councilmember Follick called for comments from interested citizens advising as they come to the podium, please clearly state their name and address for the record. **Councilmember Follick** 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. **Councilmember Follick** 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. There were none.

CITY MANAGER'S REPORT

Information Items:

Mr. Althouse shared the Income Tax Division will be open Saturday, April 5 from 8:00 a.m. to noon; Saturday, April 12 from 8:00 a.m. to noon; Monday, April 14 from 7:30 a.m. to 6:00 p.m.; and Tuesday, April 15 from 7:30 a.m. to 6:00 p.m. The Tax office staff will be available to assist taxpayers in the preparation of city income tax returns. The deadline for filing is Tuesday, April 15, 2025. **Mr. Althouse** shared Income tax returns for Vandalia and Brookville can be completed electronically using the City Tax Online Preparation Tool. The Online Tool is available 24 hours a day, seven days a week, including easy-to-follow, step-by-step instructions, and can be accessed through the city's website, www.vandaliaohio.org. If a taxpayer does not have access to the Internet, they are instructed to contact the tax office to receive a form.

Action Item: None

Old Business: None

Resolutions:

25-R-16 A Resolution Authorizing The Purchase Of Fourteen (14) Panasonic Mobile Data Terminals And Related Equipment, Requested By The It Department, From CDW-G, LLC, At Government Procurement Contract Pricing Amounts Totaling \$67,573.14. **Ms. McHenry** read Resolution 25-R-16 by title. **Mr. Althouse** advised 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 Sourcwell 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 Sourcwell cooperative purchasing price of \$67,573.14.

The Council of the City of Vandalia Meeting Minutes

March 17, 2025

There were no comments from Council. It was moved by Councilmember Farst, second by Councilmember Doogan to approve Resolution 25-R-16, motion passed 5-0.

25-R-17 A Resolution Awarding The Bid For Asphaltic Concrete, Requested By The Public Works Division, To Valley Asphalt Corporation In The Amount Of \$82.00/Ton For Type II Asphalt And \$88.00/Ton For Type I Asphalt As The Lowest And Best Bid.

Ms. McHenry read Resolution 25-R-17 by title. **Mr. Althouse** advised bids were publicly opened for the Asphaltic Concrete Purchase on Tuesday, February 25, 2025. Two (2) suppliers submitted bids for the purchase of asphalt. The 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 from Council. It was moved by Councilmember Lewis, second by Councilmember Farst to approve Resolution 25-R-17, motion passed 5-0.

25-R-18 A Resolution Approving An Agreement With The Teamsters Local Union N. 957. **Ms. McHenry** read Resolution 25-R-18 by title. **Mr. Althouse** advised this is a resolution approving an agreement with the Teamsters Local Union N. 957, which would take effect March 31, 2025. There were no comments from Council. It was moved by Councilmember Farst, second by Councilmember Lewis to approve Resolution 25-R-18, motion passed 5-0.

Ordinances – First Reading: None

Ordinances – Second Reading: None

Ordinances – Emergency Reading: None

Reports from Boards and Commissions:

BZA 25-0001 Chickens – 995 Forest View Court

Mr. Althouse advised 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 purpose of this request is to have 5 chickens on 0.34 acres of land. The Board of Zoning Appeals voted 3-2 to recommend approval of the proposed variance with three conditions, being one, the chicken coop shall be moved at least 25 feet from any lot line, two, 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 three, the wings of any chicken kept under this variance shall be clipped. It was moved by Councilmember Aivalotis-Weaver, second by Councilmember Farst to deny the variance request at 995 Forest View Court. **Councilmember Aivalotis-Weaver** advised she does not feel the

The Council of the City of Vandalia Meeting Minutes

March 17, 2025

exceptions or reasons given for the variance meet the conditions and criteria and would set a bad standard. **Councilmember Lewis** requested to revisit this with potential revisions to what is currently in the zoning code. **Councilmember Follick** requested Staff revisit and have information available at the upcoming Council Retreat. **Councilmember Farst** advised what is being requested is extreme to what the code currently says. Motion to deny passed 5-0.

BZA 25-0002 Maximum Building Sign Area – 780 Northwoods Boulevard (Kroger)

Mr. Althouse advised 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 purpose of this request is to allow 327.58 square feet of signage on the primary facade of the building, where the maximum allowed sign area is 250 square feet. The Board of Zoning Appeals voted 5-0 to recommend approval of the proposed variance. There were no comments or questions. It was moved by Councilmember Lewis, second by Councilmember Doogan to approve the variance at 780 Northwoods Boulevard. Motion passed 5-0.

Councilmember Follick called for comments or questions on the Civil Service Minutes September 12, 2024, November 1, 2024, and February 12, 2025, Parks and Recreation Advisory Board Minutes of February 19, 2025, and Board of Zoning Appeals Minutes of February 26, 2025. There were none.

Councilmember Follick reviewed the February 2025 Bill Listing \$ 2,233,835.36, Monthly Expenses over \$25,000 and Monthly Purchasing Card Detail in the amount of \$33,273.90. He solicited comments or questions. There were none.

Council Comments

Mr. Althouse thanked all who attended the Chamber Service Awards Annual meeting last week and congratulated Vice Mayor Blakesly for being honored with the Marvin Link Distinguished Service Award. **Mr. Althouse** congratulated Melanie Norton who was the Ambassador of the Year, the Vandalia Butler Foundation for being the Business and Organization of the Year and Breast Wishes Foundation for being Nonprofit of the Year. **Mr. Althouse** congratulated the Vandalia Butler Aviator Girls High School bowling team for being State Champs.

The Council of the City of Vandalia Meeting Minutes

March 17, 2025

Councilmember Doogan welcomed Kelsie to the Police Department and Rich to the Fire Department. Councilmember Doogan thanked Kurt and Mr. Cron for working on a good contract with the Teamsters.

Councilmember Aivalotis-Weaver made a motion to excuse Mayor Herbst and Vice Mayor Blakesly from the meetings tonight. Councilwoman Farst seconded the motion. All members present voted yes. Motion passed 5-0. **Councilmember Aivalotis-Weaver** welcomed Kelsie to the Police Department and congratulated Rich for being promoted to Fire Captain. **Councilmember Aivalotis-Weaver** shared she attended her first Chamber Annual meeting, which she enjoyed. **Councilmember Aivalotis-Weaver** thanked staff for their hard work getting the State of the City together. **Councilmember Aivalotis-Weaver** shared her concern about the delay in the playgrounds being completed, requesting an update when the situation changes.

Councilmember Farst echoed all the other Council comments, sharing she attended the Chambers Annual meeting of the City, the Schools and the Township, noting the City's video was wonderful and thanked Staff.

Councilmember Follick echoed Mr. Althouse's remarks about Vice Mayor Blakesly winning the Marvin Link Distinguished Service Award. **Councilmember Follick** recognized the recent retirement of Public Works Technician Joe Blosser with over 32 years of service and Tami Ryan, Chief Assignment Officer and Administrative Assistant to the Judge, for her 34 years of service, congratulating them both. **Councilmember Follick** congratulated Aaron Messenger, the VRC Facility Manager, for being selected as the Wright State University outstanding MPA Student and his success in the program.

The Regular meeting was adjourned at 7:29 p.m.

APPROVED:

Corey Follick, Councilmember
for Richard Herbst, Mayor

ATTEST:

Angela Swartz, Deputy Clerk of Council

The Council of the City of Vandalia Meeting Minutes

March 17, 2025

This page intentionally left blank.

DRAFT

Proclamation

City of Vandalia, Ohio

WHEREAS, the brave men and women who have served in the United States Armed Forces have made tremendous sacrifices to defend our freedoms, protect our homeland, and preserve the values we hold dear as a nation; and

WHEREAS, honoring these heroes through visible, community-wide recognition is a meaningful way to express our deepest gratitude and ensure that their service is never forgotten; and

WHEREAS, the Vandalia-Butler Veterans Parkway Banner Program was established in 2023 to publicly recognize and honor our community's Veterans by displaying commemorative banners along Veterans Parkway (Dixie Drive); and

WHEREAS, for the past three years, this important initiative has been made possible through the generous financial contributions and unwavering support of our local Veteran Service Organizations, whose commitment to Veterans extends beyond their service to include lasting community engagement and advocacy; and

WHEREAS, these organizations have demonstrated exceptional leadership, patriotism, and dedication in helping to preserve the legacy of our veterans and foster a spirit of remembrance and respect among all residents;

NOW, THEREFORE, be it proclaimed that we, the Vandalia City Council, on behalf of our grateful citizens, do hereby recognize and extend our heartfelt appreciation to

American Legion Post 668

who have provided continued financial support to the Veterans Banner Program over the past three years.

Let this proclamation stand as a testament to their ongoing commitment to honoring those who have served and as an enduring symbol of our community's deep respect for all who wear the uniform.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the Seal of the City of Vandalia to be affixed this 19th day of May, 2025.

Richard Herbst, Mayor



Proclamation

City of Vandalia, Ohio

WHEREAS, the brave men and women who have served in the United States Armed Forces have made tremendous sacrifices to defend our freedoms, protect our homeland, and preserve the values we hold dear as a nation; and

WHEREAS, honoring these heroes through visible, community-wide recognition is a meaningful way to express our deepest gratitude and ensure that their service is never forgotten; and

WHEREAS, the Vandalia-Butler Veterans Parkway Banner Program was established in 2023 to publicly recognize and honor our community's Veterans by displaying commemorative banners along Veterans Parkway (Dixie Drive); and

WHEREAS, for the past three years, this important initiative has been made possible through the generous financial contributions and unwavering support of our local Veteran Service Organizations, whose commitment to Veterans extends beyond their service to include lasting community engagement and advocacy; and

WHEREAS, these organizations have demonstrated exceptional leadership, patriotism, and dedication in helping to preserve the legacy of our veterans and foster a spirit of remembrance and respect among all residents;

NOW, THEREFORE, be it proclaimed that we, the Vandalia City Council, on behalf of our grateful citizens, do hereby recognize and extend our heartfelt appreciation to

AmVets Post 99

who have provided continued financial support to the Veterans Banner Program over the past three years.

Let this proclamation stand as a testament to their ongoing commitment to honoring those who have served and as an enduring symbol of our community's deep respect for all who wear the uniform.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the Seal of the City of Vandalia to be affixed this 19th day of May, 2025.

Richard Herbst, Mayor



Proclamation

City of Vandalia, Ohio

WHEREAS, the brave men and women who have served in the United States Armed Forces have made tremendous sacrifices to defend our freedoms, protect our homeland, and preserve the values we hold dear as a nation; and

WHEREAS, honoring these heroes through visible, community-wide recognition is a meaningful way to express our deepest gratitude and ensure that their service is never forgotten; and

WHEREAS, the Vandalia-Butler Veterans Parkway Banner Program was established in 2023 to publicly recognize and honor our community's Veterans by displaying commemorative banners along Veterans Parkway (Dixie Drive); and

WHEREAS, for the past three years, this important initiative has been made possible through the generous financial contributions and unwavering support of our local Veteran Service Organizations, whose commitment to Veterans extends beyond their service to include lasting community engagement and advocacy; and

WHEREAS, these organizations have demonstrated exceptional leadership, patriotism, and dedication in helping to preserve the legacy of our veterans and foster a spirit of remembrance and respect among all residents;

NOW, THEREFORE, be it proclaimed that we, the Vandalia City Council, on behalf of our grateful citizens, do hereby recognize and extend our heartfelt appreciation to

Veterans of Foreign Wars Post 9582

who have provided continued financial support to the Veterans Banner Program over the past three years.

Let this proclamation stand as a testament to their ongoing commitment to honoring those who have served and as an enduring symbol of our community's deep respect for all who wear the uniform.

IN WITNESS WHEREOF, I have hereunto signed my name and caused the Seal of the City of Vandalia to be affixed this 19th 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 22, 2025

Re: **Boards and Commissions – Appointment**

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

Mary Zellmer 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, May 5 Study Session and meets the candidate, if Council desires, we can include the appointment as an Action Item at the Council Meeting on May 19, 2025. There is no requirement for an Oath of Office to the Vandalia Arts Council.

CITY OF VANDALIA
BOARDS AND COMMISSIONS APPLICATION

If interested in more than one board, please number in order of preference.			
☒ _ Art Council ☐ _ Bicycle Committee ☐ _ Board of Tax Appeals ☐ _ Board of Zoning Appeals * ☐ _ Civil Service Commission * ☐ _ Community Reinvestment Area Housing Council	☐ _ Golf Advisory Board ☐ _ Housing Code Board of Appeals ☐ _ Parks & Recreation Advisory Board ☐ _ Planning Commission * ☐ _ Vandalia Development Corporation		
Name: <u>Mary M Zullmer</u>		Phone: <u>937 424 6361</u> Secondary:	
Address: <u>1191 Bailey Ave</u>		City: <u>Vandalia</u>	State: <u>OH</u>
Why do you wish to be considered for this position? <u>Have had an interest in Art since junior high school to the present. Have studied Art Appreciation, classes at Boston Museum of Fine Arts, Google local guide with took numerous pictures of Vandalia Art Park.</u>		Briefly state any specific background or qualifications you may have that would enhance your service on this board/commission/committee. <u>An interest in art. Have a logical approach to life: many accounting classes, legal background, military background. to include being a General's Aide</u>	
Please list any past volunteer roles in schools, service clubs, and/or other civic organizations. <u>Senior local driver Vandalia OH Volunteered at Grandview Family Waiting Room</u>			
How do you view your role as an active member of the board/commission/committee? <u>Ability to take + type notes Can assist with food trucks line up General can do what needs to be done and show up.</u>			
Do you know the schedule meeting dates and times of the board/commission/committee?		☒ YES ☐ NO	
Are you willing to make the commitment to be a regular attending member?		☒ YES ☐ NO	
Do you wish your application to be kept on file for future vacancies?		☒ YES ☐ NO	
IF YOU WISH, PLEASE ATTACH YOUR RESUME			

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

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

Mary M Zullmer 22 Apr 2025
 Signature/Date
cloudwatcherohio@gmail.com
 Email Address

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

ORDINANCE NO. 25-11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed this 16 day of June, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse
Clerk of Council



Memo

To: Kurt E. Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: April 30, 2025

Re: Land Acquisition Note

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

April 15, 2025

VIA E-MAIL

Kurt Althouse
City Manager
City of Vandalia, Ohio
333 James E. Bohanan Memorial Drive
Vandalia, Ohio 45377

**Re: City of Vandalia, Ohio
(Not to Exceed) \$865,000 Various Purpose Notes, Series 2025**

Dear Kurt:

We are pleased that the City of Vandalia, Ohio (the “*City*”) has requested Squire Patton Boggs (US) LLP (the “*Firm*”) to serve as the City’s bond counsel in connection with the issuance of the referenced unvoted, general obligation bond anticipation notes (the “*Notes*”).

The Firm’s services will include those customarily provided by bond counsel in connection with issues such as the Notes, including the rendering of our legal opinion (the “*Bond Opinion*”), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Bond Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, the excludability of interest on the Notes from gross income for federal income tax purposes, and certain other tax aspects of the Notes under federal law and under the laws of the State of Ohio. The Firm will address the Bond Opinion to the City and to the original purchaser and will deliver it on the date that the City delivers the Notes to the original purchaser in exchange for their purchase price. For those legal services, the Firm shall be paid just and reasonable compensation in an amount not expected to exceed \$8,000, and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services.

As the City’s bond counsel, the Firm represents the City. The City is the Firm’s client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party,

Over 40 Offices across 4 Continents

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

Kurt Althouse
April 15, 2025
Page 2

and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Bond Opinion.

The City's proposed issuance of the Notes will involve an original purchaser and perhaps other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt obligations. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the original purchaser of the Notes or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to us. Please retain the original for the City's files.

Very truly yours,

Christopher J. Franzmann

Christopher J. Franzmann

CJF/pf

Engagement Letter Accepted:

CITY OF VANDALIA, OHIO

By: _____

Printed: Kurt Althouse

Title: City Manager

Dated: _____

NOTE REGISTRAR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANDALIA, OHIO

By: _____

Title: _____ **City Manager** _____

By: _____

Title: _____ **Director of Finance** _____

Approved as to form:

By: _____

Title: _____ **City Attorney** _____

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

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE – NOTE REGISTRAR AGREEMENT

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

Dated: July 17, 2025

Director of Finance
City of Vandalia, Ohio

EXHIBIT A

CERTIFICATE OF AWARD

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

Draft of 4-15-2025

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

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

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

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

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

**CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO**

ORDINANCE NO. 25-12

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Passed this 16 day of June, 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse
Clerk of Council

Memo

To: Kurt E. Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: April 30, 2025

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

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

NOTE REGISTRAR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF VANDALIA, OHIO

By: _____

Title: _____ **City Manager** _____

By: _____

Title: _____ **Director of Finance** _____

Approved as to form:

By: _____

Title: _____ **City Attorney** _____

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

By: _____

Title: _____

FISCAL OFFICER'S CERTIFICATE – NOTE REGISTRAR AGREEMENT

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

Dated: August 19, 2025

Director of Finance
City of Vandalia, Ohio

EXHIBIT A

CERTIFICATE OF AWARD

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

Draft of 4-15-2025

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

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

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

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

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

**SUPPLEMENTAL
FISCAL OFFICER'S CERTIFICATE**

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

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

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

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

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

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

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

Dated: May 5, 2025



Director of Finance
City of Vandalia, Ohio

CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO
ORDINANCE 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.

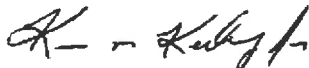
Naming the amphitheater after Bill Jergens would be a fitting tribute to his legacy and a lasting recognition of his generosity and influence in shaping the future of Vandalia. This gesture would serve as a meaningful acknowledgment of the impact he has had on our city and as a reminder to future generations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

RESOLUTION 87-R-15

A RESOLUTION ESTABLISHING A POLICY FOR THE NAMING OF
PUBLIC BUILDINGS, PARKS, ROADS AND FACILITIES.

WHEREAS, the Council of the City of Vandalia, Montgomery County, Ohio, has determined a need to establish a policy regarding the naming of public places and facilities,

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

Section 1. Whenever any individual, board or commission of the City, the City staff or a Member of Council initiates a request that any public buildings, parks, roads and facilities be named, the following procedure shall apply:

(a) The name, along with a written statement as to why it would be considered appropriate to name such public place or facility, shall be presented to Council.

(b) The Mayor shall then appoint an Adhoc Committee to review this suggested naming.

(c) The Committee shall, after necessary study, present a written recommendation to Council with their reasons thereon regarding this proposed naming. At the time the written report is submitted, the Committee shall automatically be disbanded.

(d) The Council, after receiving the recommendation, shall by formal action either approve or reject the naming of place or facility as proposed.

Passed this 6th day of July 1987.

APPROVED:


Joy A. Clark, Mayor

ATTEST:


Clerk of Council

**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

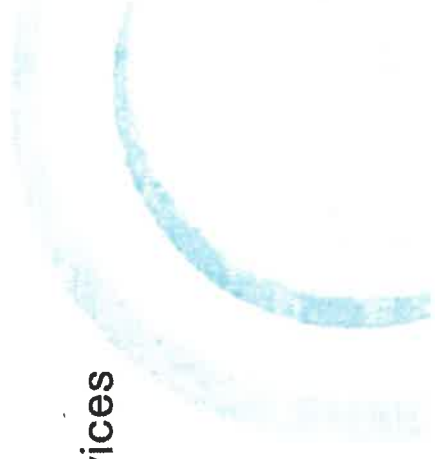


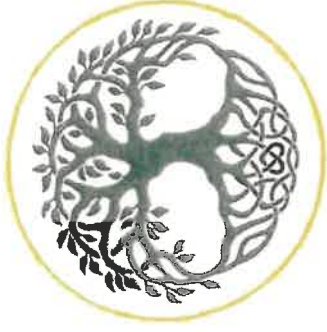
AGENDA

- 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.

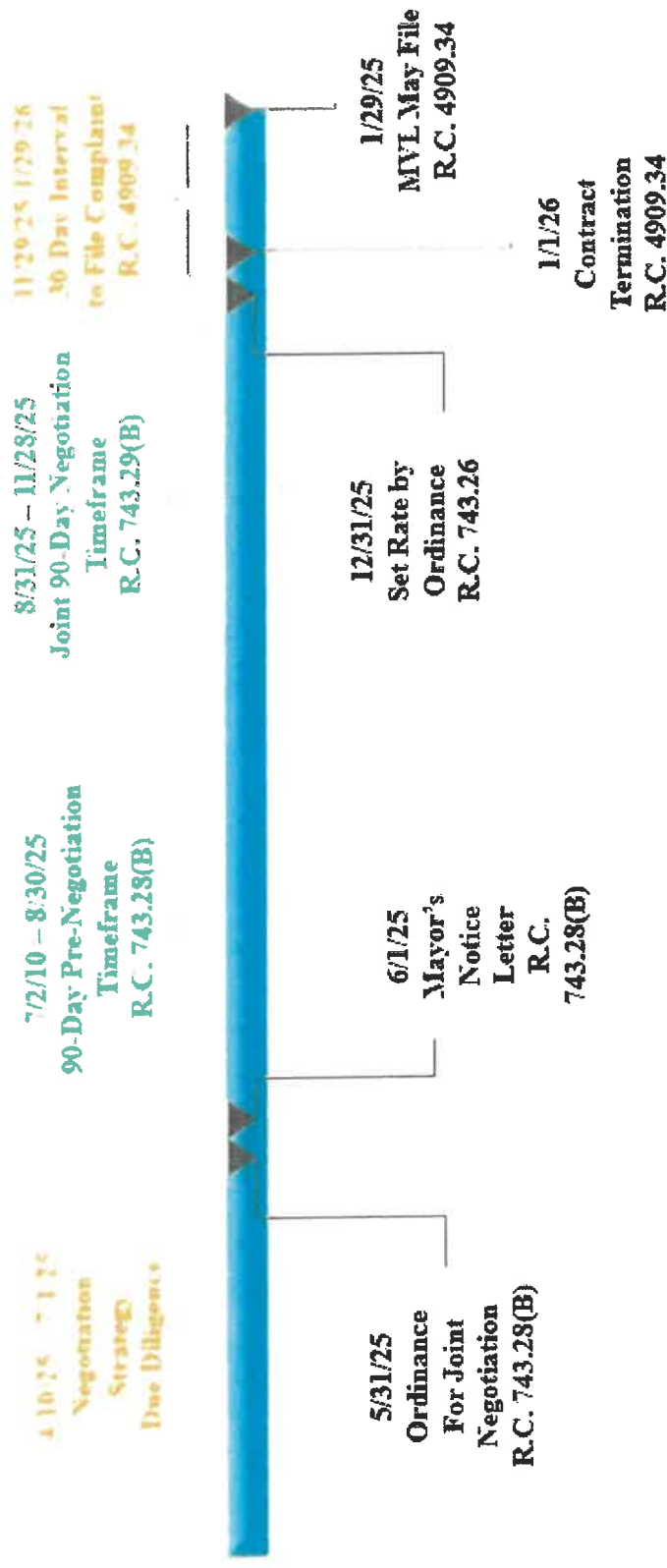
Summary of R.C. 4909.34

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

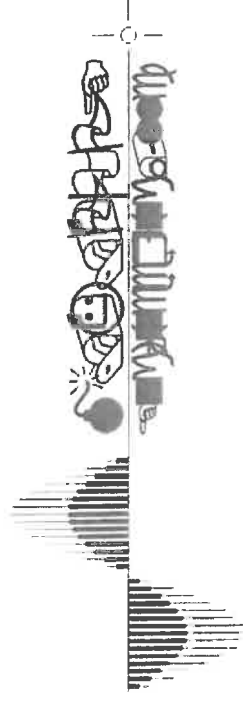
R.C. 4909.39 – Non-Rate Setting Provisions

- 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.



ॐ नमो भगवते वासुदेवाय ॥ श्री गणेशाय नमः ॥
 श्री गणेशाय नमः ॥ श्री गणेशाय नमः ॥

- [illegible]

Customer No.	Payment Terms	Billing Period Ending	Due Date	Amount
10001	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10002	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10003	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10004	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10005	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10006	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10007	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10008	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10009	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10010	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10011	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10012	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10013	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10014	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10015	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10016	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10017	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10018	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10019	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10020	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10021	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10022	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10023	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10024	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10025	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10026	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10027	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10028	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10029	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10030	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10031	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10032	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10033	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10034	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10035	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10036	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10037	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10038	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10039	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10040	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10041	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10042	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10043	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10044	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10045	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10046	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10047	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10048	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10049	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10050	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10051	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10052	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10053	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10054	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10055	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10056	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10057	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10058	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10059	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10060	Net 30	31-Mar-25	14-Apr-25	\$1,400.00
10				

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.



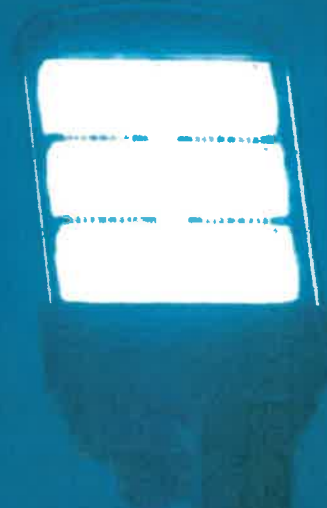
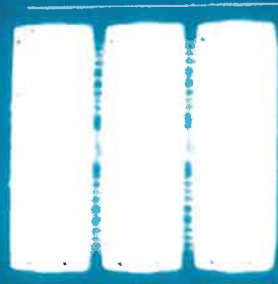
THINGS TO DO

- 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

MEMORANDUM

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

General Information

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

Zoning: Residential Single-Family (RSF-3)

Location: 221 North American Blvd.

Related Case(s): None

Requested Action: Recommendation to City Council

Exhibits: 1 – Site Plan
2 – Criteria Responses

Background

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

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

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

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

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

Variance Criteria

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

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

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

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

- (2) Whether the variance is substantial;

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

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

Review Criteria (Cont'd)

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

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

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

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

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

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

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

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

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

Review Criteria (Cont'd)

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

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

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

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

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

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

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

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

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

Recommendation

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

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

The Board also included the following condition with its recommendation:

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

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



Development & Engineering Services Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

Applicant Name: Tory Elrich
Mailing Address: 221 North American Blvd
Vandalia, OH 45377
Phone Number: 937-776-6912
E-mail Address: toryelrich@icloud.com
Owner Name**: Tory Elrich
Mailing Address: 221 N. American Blvd
Vandalia, OH 45377
Phone Number: 937-776-6912

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

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

Location of Property

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

Case Description.

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

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

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

Variance Requested: Additional Square Footage Authorization for property

Request for zoning certificate was refused on _____

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

Applicant/Owner
Tory Elrich 3-26-25
Zoning Administrator
[Signature] 3-27-2025

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

Variance application requirements and submittal instructions

Turn in the following items for a complete application.

A. SITE PLAN-- Must submit 5 copies

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

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

B. LIST OF PROPERTY OWNERS

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

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

C. LETTER OF JUSTIFICATION

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

D. VARIANCE REVIEW CRITERIA

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

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

(2) Whether the variance is substantial;

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

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

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

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

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

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

E. VARIANCE REVIEW PROCEDURE

The review procedure for a variance is as follows:

Step 1 – Application

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

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

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

Step 3 – Recommendation by Board of Zoning Appeals

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

Step 4 – Final Decision by City Council

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

Minutes of the City of Vandalia Board of Zoning Appeals
April 23, 2025

Agenda Items

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

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

1. Call to Order

Mr. Flannery called the meeting to order at 6:01 p.m. Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council would make the final decision on all appeal and variance requests but will not hold its own public hearing. He noted that City Council would hear the request at its May 19, 2025, regular meeting.

2. Attendance

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

3. Old Business

Mr. Hammes confirmed that there was no old business.

4. New Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Variance Criteria

Mr. Flannery then proceeded to the variance review criteria.

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

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

Variance Criteria (Cont'd)

- (2) Whether the variance is substantial;

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

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

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

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

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

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

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

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

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

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

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

Variance Criteria (Cont'd)

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

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

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

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

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

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

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

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

Mr. Flannery advised the applicant that it would be in his best interest to attend the City Council Study Session on May 5, 2025, at 5:30 p.m. and the City Council Meeting on May 19, 2025, at 7:00 p.m.

5. Approval of Minutes

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

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

6. Communications

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

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

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

7. Adjournment

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

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

A handwritten signature in blue ink, appearing to read "Mike Johnston", is written over a horizontal line.

Mike Johnston
Vice Chair

Home

Property Search

Value Dispute

Links

GIS Mapping

1 of 1

PARCEID: 802 00103 0021

PARCEL LOCATION: 221 AMERICAN BLVD N

NEHD CODE: 48030000

1 of 1

Return to Search Results

Tax Year: 2024

Property Description

Tax Summary

Land

Payments List

Levy Distribution

New Levies

Special Assessments

Permits

Value History

Rental Registration

Sketch

Sales

Tax Detail

Pay Taxes

Property Photos

GIS Parcel Map

Click here to view neighborhood map

Actions

Printable Summary

Printable Version

Reports

Owner

ELRICH TORY S

Go

Mailing

Name

ELRICH TORY S

Mailing Address

221 N AMERICAN BLVD

City, State, Zip

VANDALIA, OH 45377

Legal

Legal Description

90 AIRLINE HTS & PT VAC ST

Land Use Description

R - SINGLE FAMILY DWELLING, PLATTED LOT

Acres

0

Deed

Tax District Name

VANDALIA CITY-VAN BUTLER CSD

Sales

Date	Sale Price	Deed Reference	Seller	Buyer
19-NOV-93	\$70,000			
30-OCT-06	\$60,000	SF/D-06-101266	HUTCHISON ROBERT	BANK OF NEW YORK TR
26-FEB-07		200700016216	BANK OF NEW YORK TR	COUNTRYWIDE HOME LOANS INC
05-SEP-07	\$66,000	200700075782	COUNTRYWIDE HOME LOANS INC	GILLELAND JOHN AND
27-JAN-16	\$28,680	201600004480	GILLELAND JOHN AND	GILLELAND JOHN ROBERT
16-DEC-19	\$156,405	201900070555	GILLELAND JOHN ROBERT	ELRICH TORY S
10-AUG-22		202200050730	ELRICH TORY S	ELRICH TORY S

Values

	35%	100%
Land	15,330	43,800
Improvements	54,820	156,640
CAUV	0	0
Total	70,150	200,440

Building

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

Current Year Special Assessments

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

Current Year Rollback Summary

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

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

NGOH-ENB-HHC

26 March 2025

MEMORANDUM FOR THE CITY OF VANDALIA ZONING OFFICE

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

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

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

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

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

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

NGOH-ENB-HHC

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

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

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

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

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

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

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

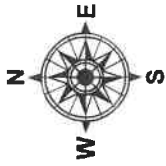
NGOH-ENB-HHC

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

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

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

TORY S. ELRICH
SFC, USA
Operations NCO

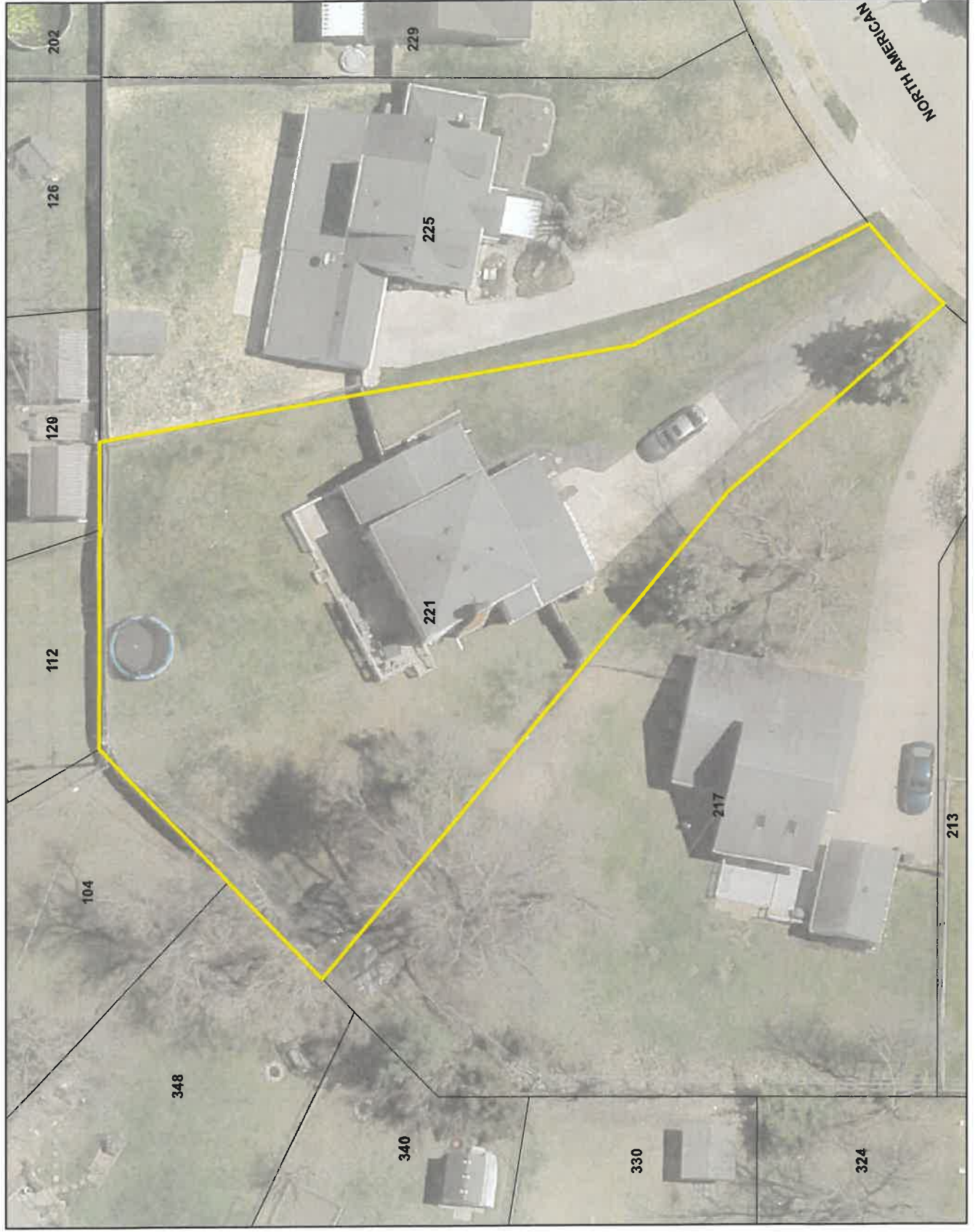


1 inch = 29 feet



City of Vandalia Board of Zoning Appeals **221 North American Boulevard**

BZA 25-0005 Total Accessory Structure Area



16'x40' shed

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

10x16' Shed

- 3' away from Rear fence line

- 10' away from left property line

underground sewage to City Main

Aerial Power and Cable

WATER MAIN
WED HOUSE

N American Blvd

217

225

229

10' x 40' shed

- 3' from rear property line

- 2.5' from left side of other shed

- 10' away from underground sewage

line

- power lines /pole on opposite side

of fence

10x16' Shed

- 3' away from Rear fence line

- 10' away from left

property line

underground sewage to City Main

Aerial Power and Cable

WATER MAIN
WIND HOUSE

217

225

229

N American Blvd

DEPARTMENTAL CORRESPONDENCE

TO: Civil Service Commission and Appeal Board
FROM: Leann Hanf, Human Resources Manager
DATE: April 9, 2025



MEETING MINUTES

ATTENDEES

Commissioner Harry G. Beyoglides, Jr. Chair; Commissioner Timothy Townsend; Commissioner Forest Moses; Human Resources Manager Leann Hanf

CALL TO ORDER

Commissioner Beyoglides called the meeting to order at 4:50 p.m. on April 9, 2025. The meeting was open to the public and was held in the Large Conference Room at the City of Vandalia Municipal Building at 333 James Bohanan Memorial Drive.

APPROVAL OF MINUTES

Mrs. Hanf provided the draft March 11, 2025 meeting minutes for the Commission's review. Commissioner Beyoglides called for review and comments on the minutes. There were none. Commissioner Moses made a motion to approve the minutes, Commissioner Townsend seconded the motion. Motion passed 3-0.

APPROVAL OF THE AGENDA

The agenda was approved by general consent.

OLD BUSINESS

None.

NEW BUSINESS

I. Approval/Cancellation/Extension of Eligibility Lists

Approval of Public Works Technician Eligibility List:

Mrs. Hanf presented an eligibility list for the competitive recruitment for the classification of Public Works Technician for approval by the Civil Service Commission and Appeal Board. Mr. Moses moved to approve the list as presented for a period of one year from today. Mr. Townsend provided a second. Motion passed unanimously, 3-0.

GENERAL DISCUSSION

- I. Mr. Beyoglides & Mr. Moses provided feedback to the draft Civil Service Commission & Appeal Board Rules. Mrs. Hanf will make adjustments and bring the draft Civil Service Commission & Appeal

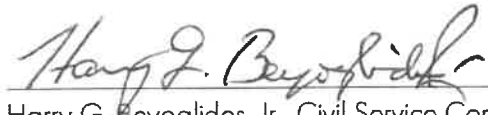
Board Rules back for further review.

- II. Mr. Townsend announced that this would be his last meeting as a commissioner and intended to tender his resignation that evening in writing.

ADJOURNMENT

It was moved by Commissioner Moses to adjourn, which was seconded by Commissioner Townsend. Motion carried, 3-0.

The meeting was adjourned at 5:07 p.m.



Harry G. Beyoglides, Jr., Civil Service Commission Chairman



Date

CC:

Kurt E. Althouse, Interim City Manager

Rob Cron, Assistant City Manager

Department Heads

Minutes of the City of Vandalia Board of Zoning Appeals
April 23, 2025

Agenda Items

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

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

1. Call to Order

Mr. Flannery called the meeting to order at 6:01 p.m. Mr. Flannery described the BZA as a recommending body that evaluated the BZA application and stated that the City Council would make the final decision on all appeal and variance requests but will not hold its own public hearing. He noted that City Council would hear the request at its May 19, 2025, regular meeting.

2. Attendance

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

3. Old Business

Mr. Hammes confirmed that there was no old business.

4. New Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Variance Criteria

Mr. Flannery then proceeded to the variance review criteria.

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

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

Variance Criteria (Cont'd)

- (2) Whether the variance is substantial;

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

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

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

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

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

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

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

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

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

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

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

Variance Criteria (Cont'd)

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

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

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

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

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

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

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

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

Mr. Flannery advised the applicant that it would be in his best interest to attend the City Council Study Session on May 5, 2025, at 5:30 p.m. and the City Council Meeting on May 19, 2025, at 7:00 p.m.

5. Approval of Minutes

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

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

6. Communications

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

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

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

7. Adjournment

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

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



Mike Johnston
Vice Chair

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.

A handwritten signature in blue ink, appearing to read "Ron Atkins", written over a horizontal line.

Chairman



Bill Listing Report

Payment Date Range: 04/01/2025 - 04/30/2025

Vendor Name	Vendor Number	Payable Description	Total Payments
4IMPRINT INC	05422	VRC Pens/Aaron	587.21
A BROWN & SONS NURSERY INC	00933	Street Trees	26,162.50
ACUSHNET COMPANY	06751	Pro Shop Merchandise/Ben	3,901.71
AGILE NETWORKS	06613	MARCS radio VPN fees	1,860.00
AIR COMMERCE	02515	Station 3 Storage Facility Rental	2,589.40
Alicia McCracken	06746	CHP Start Up Funds 2025	600.00
AMAZON CAPITAL SERVICES	04538	IT WORKSTATION REPLACEMENT	11,353.68
AMERICAN AIRLINES	05860	Erroneously paid baggage fee w/personal CC	35.00
AMERICAN HEART ASSOCIATION	07060	CPR Cards	850.00
ANGELA SWARTZ	07549	Mileage 1st Quarter of 2025 - A. Swartz	31.08
APPLIED MECHANICAL SYSTEMS INC	02064	Service Calls and Repairs	620.73
ATTORNEY HEATHER DUWEL-MEHL	03380	2025 Prosecutor Charges	800.00
AUTO ZONE	06412	Horn Parts	58.14
B L ANDERSON	07008	Missions call out box - Brindlestone	8,061.00
BADGER METER INC	05583	Meters and Software	4,624.50
BECKER EQUIPMENT LLC	04706	CHP and VRC Pool Supplies/Jerrold	3,659.72
BENJAMIN WALKER	04866	Lunch - PELCAA Lunch	8.68
BEST EQUIPMENT CO. INC	03577	4" to 8" ADAPTOR FOR VAC TRUCK	644.91
BLOOD HOUND LLC	07461	Marking Underground Lines at Seger	588.00
BOB SUMEREL TIRE CO	01992	TIRES FOR TK 19	2,553.96
BONBRIGHT DISTRIBUTORS	07416	DRINKS - GOLF COURSE	518.13
BOOST ENGAGEMENT LLC	00246	Employee Awards	90.00
BOUND TREE MEDICAL LLC	00157	EMS Supplies	328.77
BP OIL COMPANY	00266	Walker Fuel (city credit card)	55.25
BSN SPORTS LLC	03576	Baseballs and Scorebooks/Maecie	670.00
BUCKEYE POWER SALES CO	00113	Generator Repairs	341.00
BUCKEYE STATE PIPE & SUPPLY CO	06291	Water Meters	5,861.00
BUTLER TOWNSHIP	05706	Monthly Collections/Settlement	12,987.39
BUTLER TOWNSHIP	06202	Monthly Collections/Settlement	51,216.39
CANON FINANCIAL SERVICES	02846	Printers/Faxes/Copiers usage charges	64.19
CANVA PTY LTD	02803	Annual Membership/Alicia	119.40
CAPITAL ELECTRIC LINE BUILDERS	00668	RADAR DETECTION AT RANCHVIEW AND	10,840.80
Capital Tire Inc	00589	4 Patrol tires - Car 2125	678.42
CCA DIVISION OF TAXATION	06031	Courtesy Withholding	61.66
CCA DIVISION OF TAXATION	06032	COURTESY WITHHOLDING	71.94
CDW GOVERNMENT	05230	Microsoft Surface Pro - Paul B	2,678.25
CF POEPELMAN INC	02754	CONCRETE MIX	128.35
CHOICE ONE ENGINEERING CORP	03627	Plan Review	495.00
CHRIS A MEADE SPECIALTIES INC	02223	Robinette Adult Changing Room Lock	360.00
CINCINNATI BELL	01796	2025 Phone Service	905.45
CINCINNATI BELL ANY DISTANCE	05803	800 & Long Distance Service	82.24
CINTAS CORPORATION	01535	UNIFORM RENTAL	1,801.85
CITY OF BROOKVILLE	04601	Collections/ Settlement - April 2025	271,836.48
CITY OF DAYTON	01368	COURTESY WITHHOLDING	114.19
CITY OF HUBER HEIGHTS	07304	COURTESY WITHHOLDING	98.42
CITY OF KETTERING	02367	COURTESY WITHHOLDING	59.40
CITY OF TROTWOOD INCOME TAX	02137	Courtesy Withholding	66.55
CITY OF VANDALIA	02724	Child Support Fee	22,145.61
CITY OF VANDALIA TAX DEPT	05277	CITY INCOME TAX	21,633.35
Clear Gov Inc	01232	2025 Budgeting Software Subscription	22,376.25
Club Caddie	07380	Computer POS System/Ben	315.00
CMC RESCUE INC	02826	Rescue Project Items	168.00
COATE CONSTRUCTION LLC	01648	Curbs and Sidewalks 2025	151,483.50
Companion Life Insurance	07314	Companion Life	352.38
CONSTANT CONTACT BILLING	06380	Email Blast Services/Alicia	264.00

Vendor Name	Vendor Number	Payable Description	Total Payments
CONTRACTORS SUPPLY OF DAYTON	05887	CONCRETE TOOLS	352.56
CORE & MAIN LP	00621	PARTS AND SUPPLIES	411.00
CULLIGAN-DAYTON-FAIRBORN OH	05485	2025 WATER SERVICE	69.65
DAILY COURT REPORTER	00126	Legal Ads	268.18
DAYTON AREA CHAMBER	00894	Safety Council Breakfast Meetings	185.00
DAYTON DAILY NEWS INC	03984	DDN 25-26 Renewal Print & Online	323.88
DAYTON FOUNDATION	01230	Fund #2322, Senior Display	1,000.00
DAYTON POWER & LIGHT COMPANY	00153	2025 Electric Service	13,567.22
DECLAN SCHEFFLER	07414	Youth Basketball Refs/Maecie	60.00
DELTA HOTELS BY MARRIOTT	07647	3 Hotel Room Magistrate Conference	915.66
DESKPRO LTD	07395	HELPDESK SUBSCRIPTION	1,392.00
DEVELOPMENT PROJECTS INC	00703	Dayton Defence & NDIA Luncheon- ACM	50.00
DH PRODUCTIONS	05306	Video Services - Focus Vandalia	2,750.00
DISPLAY SALES CO	02101	Banner Hardware for Veterans Banners	370.00
DOLLAR TREE DIRECT	02542	Program Supplies/Sara	216.25
DOMINO'S PIZZA	03451	Corporate Challenge Kick-Off Social/Alicia	74.39
Dr. Mark Querry	02926	Pre-Hire Mental Health Eval	4,071.00
DWAYNE CHASTAIN	07615	Youth Basketball Refs/Maecie	100.00
DYNAMARK MONITORING INC	03966	Alarm Monitoring/Rudy	168.00
EASTWAY CORPORATION	02475	competency & insanity evaluation	700.00
EBMC	00418	Lincoln Financial	525.80
ELECTRONIC FEDERAL TAX PAYMENT	05243	Income Tax Withholding	128,080.27
Ellis Manufacturing Co Inc	04792	Rescue Project Items	610.73
ENGLEFIELD OIL COMPANY	00392	Oil/Marty	975.50
ENVIRONMENTAL PRODUCTS &	07641	STOPAGE NOZZLE EXTENSION FOR VAC	246.80
ENZO'S CLEANING SOLUTIONS LLC	05777	TRUCK WASH EQUIPMENT	2,513.29
ERIK BLAINE	06117	2025 Prosecutor Charges	3,200.00
ERNST CONCRETE	00194	CONCRETE FOR WATER AND SEWER REPAIR	2,071.50
ESTEP FAMILY PROPERTIES LLC	07436	HARDFILL DISPOSAL	460.00
FAMILY SERVICE ASSOCIATION	00197	sign language interpreting services	185.00
FASTSIGNS	00144	Truck Decal Removal	200.00
FDIC C/O FIRE ENGINEERING	03132	FDIC Day Passes	540.00
FEDERAL FIELD SERVICES LLC	04738	Tornado Siren Annual Maint	1,500.00
FEDERAL LICENSING, INC	04122	License Renewal	135.00
FERGUSON ENTERPRISES INC	01716	CHP Supplies	261.19
FERGUSON WATERWORKS	06130	METAL DETECTOR	1,458.58
Fidelity Security Life Insurance Company	02086	Admin Fees - Eye Med	1,533.89
FOL-DA-TANK LLC	06109	Rescue Project Items	749.78
ForeverLawn of Ohio, Inc	07362	VRC Outdoor Area Turf/Alicia	18,626.59
FOUR INFINITY INK & THREADS	04144	Baseball & Softball Uniforms/Maecie	2,077.00
FOX'S PIZZA DEN	05451	Miami County Fire Chief's Mtg	306.82
FRITZ, RUMER, COOKE CO., INC	05824	RR Inspection	350.00
Geer Gas Corp	01035	Oxygen	414.40
GORDON FOOD SERVICE	05924	2025 Food/Supplies	471.21
GRAINGER	03234	Ladders	1,903.45
Granite Telecommunications, LLC	03263	2025 Phone Service	557.61
GREG JUSTICE	06208	Youth Basketball Refs/Maecie	230.00
GRIMCO, INC	04388	PRINTING SUPPLIES	1,484.19
HARBOR FREIGHT TOOLS	02684	Horn Parts	32.98
HARRELL'S LLC	06263	Chemicals/Marty	6,519.30
HAWKINS INC	07643	CHP Supplies	174.00
HEETER PLUMBING, LLC	05333	Water Line Repair/Rudy	180.00
HEIDELBERG OF DAYTON	00032	DRINKS - GOLF COURSE	1,163.24
HENSCHEN AND ASSOCIATES INC	05457	BCI Programming Fees	692.50
HOLIDAY INN	00310	OCPA hotel	365.94
HUNTINGTON NATIONAL BANK	02848	Golf Cart Lease	63,257.09
I SUPPLY COMPANY	00071	Custodial Supplies/Jack	1,451.67
ICC CDS, LLC	03144	Municipity and Laserfiche Training and License	6,300.00
ICMA	00283	ICMA	160.00
IDVILLE	06466	ID Maker & Supplies	3,218.11
IGS ENERGY	02184	2025 Gas Service	18,286.99
IGS ENERGY	05912	2025 Gas Service - Rec Center	3,954.38

Vendor Name	Vendor Number	Payable Description	Total Payments
Image Trend Inc	01177	Annual Fee's	22,064.44
INDUSTRIAL NETWORKING SOLUTIONS	05921	SIERRA WIRELESS ANNUAL SUBSCRIPTION	330.00
INFINTECH	07108	Merchant Bank Fees	1,978.46
INNA OWENS	07118	Russian interpreter for small claims trial	406.40
INSOURCE SOLUTIONS GROUP INC	05061	E-Filed Tax Returns	488.25
Interpreters of the Deaf LLC	01401	hearing impaired interpreting services	200.00
INTERSTATE BILLING SERVICE INC	06147	Medic Maintenance Parts	434.60
ITSAVVY LLC	07050	OFFICE 365 AND VEEAM ADDITIONAL	957.60
JACKSON LEWIS PC	06759	Legal Services	6,765.00
JEFFREY S TYLER	05964	Plan Review	640.00
JEFF'S LAWN SERVICE LLC	06360	Property Clean-ups	150.00
Jerry Pate Turf & Irrigation	00090	Toro Groundskeeper 4000-D	146,827.53
JOHN SOMMER	04587	M&I - Sommer - Ohio Crime Prevention conf	58.33
KE ROSE COMPANY LLC	05112	Chief runners and lightbar module	1,688.48
KENDALL ELECTRIC INC	00969	Streetscape Tree Replacement Project	2,946.20
KOENIG EQUIPMENT INC	05351	Supplies	556.25
KORT JUSTICE	07409	Youth Basketball Refs/Maecie	200.00
Kristin Bailey	00796	Art Programs Instructor/Sara	198.00
KROGER CO.	01123	Items for Council Meetings/Events	58.07
LAFORCE INC	06681	Entrance and new hardware - Security	6,305.00
Legal Shield	07313	Legal Shield	18.95
LEON J DAIDONE	07601	mediation services 1st quarter 2025	765.00
LOWES	02381	FOUNDATIONS SUPPLIES	4,643.78
LYN DISTRIBUTING LLC	06631	ASPHALT CLEANER	1,619.00
M & R ELECTRIC MOTOR SERV INC	00369	Pump - MB Supplies	2,215.00
MARINA C CAMACHO	07644	Spanish interpreting services	494.80
MARLOW TREE COMPANY INC	02053	Tree Removal #5 and #18/Marty	4,150.00
MCGOHAN BRABENDER, INC.	04980	Consulting Fees	3,750.00
MECHANICAL SYSTEMS OF DAYTON	03665	Maintenance	8,796.54
MEDICAL MUTUAL	03964	2025 Dental Claims	8,951.73
MEEDER PUBLIC FUNDS INC	06869	2025 Investment Advisory Services	2,331.43
MENARDS	04788	Supplies	193.83
METRONET LLC	03702	MetroNet Fiber Lease	2,069.90
MIAMI VALLEY INTERPRETERS LLC	06616	Swahili interpreting services	314.00
MIAMI VALLEY LIGHTING LLC	02771	2025 Street Lighting	13,327.65
MIAMI VALLEY REGIONAL	00347	MVRPC Annual Spring Dinner	55.20
MICHAEL KREILL	07408	Youth Basketball Refs/Maecie	300.00
Mid America Land Title Agency Inc	02583	Additional Deposit - 10 W. National Rd -	100,000.00
MIDWEST SECURITY SERVICES INC	06344	Access Control - Building Security	15,107.82
MINUTEMAN PRESS	00862	Notice to Mow Signs/ Stakes	409.00
MISCELLANEOUS VENDOR	09011	Global Leadership Summit for Senior Staff	2,311.84
MONNIT CORPORATION	07581	MONNIT ENVIRONMENTAL SENSORS	5,091.49
MONTGOMERY CO. CLERK OF COURTS	04596	Criminal Justice System Usage Charges 2024	6,028.09
MONTGOMERY COUNTY LAW LIBRARY	00147	2025 Law Library Distributions	2,196.22
MR. APPLIANCE	06229	Washer Repair	562.78
MUFFLER BROTHERS	02076	Vehicle Maintenance	1,433.01
NAPA AUTO PARTS	00645	VEHICLE & EQUIPMENT PARTS & SUPPLIES	4,659.42
NATIONAL ARBOR DAY FOUNDATION	03913	Arbor Day Seedlings for Morton Students	474.00
NAVIA	02390	HSA Employee Contribution	14,594.30
NETMOTION SOFTWARE INC	06125	NETMOTION RENEWAL	3,600.00
NORMAC COMPANY, LLC	07370	ASPHALT	525.00
NORTH DIXIE HARDWARE INC	01633	PARTS AND SUPPLIES	537.78
NORTHERN AREA WATER AUTHORITY	04471	2025 Water Service	122,997.85
OAMCCC	00402	Ohio Clerks Conference Registration	100.00
ODP BUSINESS SOLUTIONS LLC	02727	Office Supplies	593.47
OHIO CHILD SUPPORT	07306	PY Deduction Child Support	3,497.06
OHIO DEPT OF JOB & FAMILY SVCS	00222	Unemployment Charges	32.64
Ohio Newspapers	04961	Legal Ad Slip Lining Project	1,745.28
OHIO PATROLMEN'S BENEVOLENT	07308	OPBA Union Dues	1,253.16
OHIO POLICE & FIRE PENSION	00455	OP&F POLICE	133,053.21
OHIO PUBLIC EMPLOYEES	00465	OPERS FULL TIME P1	159,550.44
OHIO PUBLIC EMPLOYEES DEFERRED	05045	OHIO DEFERRED COMPENSATION	32,593.00

Vendor Name	Vendor Number	Payable Description	Total Payments
OHIO SCHOOL DISTRICT TAX	01944	School District Tax	3,299.94
OHM ADVISORS	07162	Robinette Design - Phase II	17,100.00
OPERATOR TRAINING COMMITTEE	01004	WATER BACKFLOW RENEWAL	700.00
O'REILLY AUTO PARTS	06222	parts/supplies	91.96
OTIS ELEVATOR CO	03672	Elevator Service Contract (50% Justice	11,757.12
P&R COMMUNICATIONS SERVICE INC	00863	Programing/MARCS	4,031.00
Paulette Thomas	00778	Superheros for Fun Run/Josh	618.00
PEOPLEFACTS LLC	06275	Candidate Background/Credit Checks	327.30
PERRY PROTECH INC	06738	Kip Machine Monthly Usage	181.18
PHILLIPS COMPANIES	00449	Supplies	279.30
PHOENIX SAFETY OUTFITTERS	01125	Uniforms for new hires	4,958.70
PICKREL BROS INC	00447	Supplies	5.40
PITNEY BOWES	01280	postage machine supplies (ink)	265.59
PLATTENBURG & ASSOCIATES, INC	05490	Audit Services	6,800.00
PNC BANK	02847	Bank Fees	16,481.07
POWELL COMPANY INC	00380	Station Supplies	2,094.52
POWER DMS INC	06039	PowerDMS for HR	8,562.73
Precision Concrete Cutting Inc	01990	Sawcutting of Various Concrete Sidewalks	23,172.19
PREMIER OCCUPATIONAL HEALTH	01900	Employee Physicals	1,392.02
Prism HR Inc	07122	Data Services HR System	5,963.46
PROFORMA	00440	Shirts	316.00
PUBLIC SAFETY GROUP	01508	Denise Amber Lee Lessons	149.00
RAINOUT LINE	06971	Annual Subscription/Alicia	399.00
RD HOLDER OIL CO INC	04583	5,500 GALLONS DIESEL	31,922.62
RECO EQUIPMENT INC	00170	PART FOR FRONT END LOADER	1,762.59
REGIONAL INCOME TAX AGENCY	05194	COURTESY WITHHOLDING	43.22
RENAISSANCE HOTELS	05993	PELCAA, Westerville 3/12-14/25	626.24
ROBERT CHANDLER	06885	Zumba Instructor Services/Josh	500.00
ROCKY'S HARDWARE, INC	07639	JC Paint	134.97
RODOC LEASING SALES & SERVICE LLC	07105	Coupler Locks for Trailer	405.00
RUMPKE INC	00737	DUMPSTER RENTAL	611.58
RURAL KING	06066	GRASS SEED	306.69
SAFETY KLEEN	00504	Parts Washer/Marty	161.57
SAMS CLUB DIRECT	01632	Food/Supplies	2,317.10
SCHLEGEL CREATIVE	04292	My Vandalia-Spring/Summer 2025 Issue	11,305.00
SCORECARDS UNLIMITED	05421	Scorecards/Ben	1,332.91
SEDGWICK	01387	OWC Group Retrospective Rating Program	5,580.00
SENSIT TECHNOLOGIES	05822	repairs and maintenence	453.61
SHERWIN WILLIAMS CO	02898	Supplies	15.97
SILVERSKY INC	07481	SILVERSKY ANNUAL SERVICE (APPROVED BY	268.25
SMARTBILL	06325	2025 Utility Bills Service Fees	7,472.36
Sofia G Marquez	03819	spanish interpreter services	160.00
Spectrum	05271	2025 Cable/Internet	373.74
SQUIRE PATTON BOGGS LLP	00649	Bond Counsel	2,522.00
STAMPS.COM	05841	Stamps	319.99
STANDARD INSURANCE COMPANY	04474	2025 Insurance Premiums	3,156.32
STAPLES BUSINESS ADVANTAGE	04461	office supplies and printer receipt paper	530.87
STAR PAINTING CO INC	01279	Pool Lane Painting/Jerrold	2,406.00
STATE OF OHIO TAX	00562	Withholding	23,365.33
Sun Life Assurance Company	00011	Voluntary Critical Illness	2,911.66
SUNBELT RENTALS INC	02125	Marking Paint	105.80
SUNRISE COOPERATIVE INC	05700	Fuel	1,569.67
SUPERIOR UNIFORM SALES, INC	00130	badges & stars	918.80
SWIM SAFE POOL MANAGEMENT	02118	Aquatic Services/Aaron	42,199.33
Taylor's Tins LLC	01797	Accountability	270.00
TEAMSTERS LOCAL 957	07311	TEAMSTERS Union Dues	785.00
THOMSON REUTERS - WEST	01034	2025 Ohio Landlord Tenant Law Book	1,392.51
THOR GUARD INC	03575	Weather Service Annual PM	575.00
TITAN GRAPHICS LLC	06402	SHIRTS AND SAFETY VESTS	2,698.39
TREASURER OF STATE	00348	2025 Sales Tax	854.49
TREASURER STATE OF OHIO	01281	3 MB Boiler Inspections	204.75
TREASURER, STATE OF OHIO	00103	LEADS	600.00

Vendor Name	Vendor Number	Payable Description	Total Payments
TREASURER, STATE OF OHIO	01109	Annual Fee's	150.00
TREASURER, STATE OF OHIO/BBS	01940	BBS Fees	254.91
Trek Retail Corp	01662	Ebike Maintenance	226.77
TRI-CITIES NR WW AUTHORITY	02568	2025 WWT Services	106,198.00
TRUCRAFT ROOFING, LLC	07632	Roof Inspection for 10 W. National Rd.	400.00
UNITED HEALTHCARE	01134	Admin Fees - 2025	168,241.35
UNITED STATES POSTAL SERVICE	01202	postage for metered machine	15,000.00
Universal Background Screening	04700	Candidate Background Checks	44.70
UPRINTING.COM	06606	VRC Stickers/Aaron	170.56
US BANK	05530	2025 Admin Fees	500.00
US BANK EQUIPMENT FINANCE	05523	2025 Copier Lease	3,741.74
VANDALIA RENTAL	00665	Streetscape Tree Replacement Project	465.55
VECTREN ENERGY DELIVERY	04326	2025 Gas Service	7,827.83
VERIZON WIRELESS	01962	2025 Cell Phone Service	2,625.26
VERMONT SYSTEMS INC	03822	REC CENTER BANK SERVICE CHARGES	2,395.31
Vertical Reality MFG, Inc	07371	Wall Inspection/Josh	2,850.00
WAGONER POWER EQUIPMENT	01226	Parts	18.39
WAL-MART STORES INC	03394	Program Supplies/Sara	136.51
WDC Group LLC	00035	Design & Const Management Public Works	24,977.43
WEST CARROLLTON CITY INCOME TAX	06574	Courtesy Withholding	24.32
WHITE CAP, LP	07582	RAIN BIBS	784.16
		Grand Total:	2,414,642.30



Purchases Over \$25,000 Report

Payment Date Range: 04/01/2025 - 04/30/2025

Vendor Name	Vendor Number	Payable Description	Total Payments
A BROWN & SONS NURSERY INC	00933	Street Trees	26,162.50
BUTLER TOWNSHIP	06202	Monthly Collections/Settlement	51,216.39
CITY OF BROOKVILLE	04601	Collections/ Settlement - April 2025	271,836.48
COATE CONSTRUCTION LLC	01648	Curbs and Sidewalks 2025	151,483.50
ELECTRONIC FEDERAL TAX PAYMENT	05243	Income Tax Withholding	128,080.27
HUNTINGTON NATIONAL BANK	02848	Golf Cart Lease	63,257.09
Jerry Pate Turf & Irrigation	00090	Toro Groundsmaster 4000-D	146,827.53
Mid America Land Title Agency Inc	02583	Additional Deposit - 10 W. National Rd -	100,000.00
NORTHERN AREA WATER AUTHORITY	04471	2025 Water Service	122,997.85
OHIO POLICE & FIRE PENSION	00455	OP&F POLICE	133,053.21
OHIO PUBLIC EMPLOYEES	00465	OPERS FULL TIME P1	159,550.44
OHIO PUBLIC EMPLOYEES DEFERRED	05045	OHIO DEFERRED COMPENSATION	32,593.00
RD HOLDER OIL CO INC	04583	5,500 GALLONS DIESEL	31,922.62
SWIM SAFE POOL MANAGEMENT	02118	Aquatic Services/Aaron	42,199.33
TRI-CITIES NR WW AUTHORITY	02568	2025 WWT Services	106,198.00
UNITED HEALTHCARE	01134	Admin Fees - 2025	168,241.35
		Grand Total:	1,735,619.56



MAIL

APR 28 2025

PNC BANK
PO BOX 828702
PHILADELPHIA PA 19182-8702

City of Vandalia

PNC Bank N.A.
P.O. Box 828702
Philadelphia, PA 19182-8702

ACCOUNT NUMBER XXXX XX03 3300 0001

PAYMENT DUE DATE 04-21-25

AMOUNT DUE \$30,290.20

CURRENT BALANCE \$30,290.20

AMOUNT
ENCLOSED \$CITY OF VANDALIA
CORPORATE ACCOUNT
ATTN BRIDGETTE LEITNER
333 JAMES BOHANAN DR # 3
VANDALIA OH 45377-2319

**N00000001

7740448070403330000019003029020900302902097

Please tear payment coupon at perforation.

STATEMENT MESSAGES

CORPORATE ACCOUNT SUMMARY

CORPORATE ACCOUNT NUMBER

XXXXXX0333000001

CLOSING DATE 04-14-25
PAYMENT DUE DATE 04-21-25
CREDIT LIMIT 450,000
AVAILABLE CREDIT 419,710PREVIOUS BALANCE 33,222.01
PURCHASES AND OTHER CHARGES 30,774.08
CASH ADVANCES .00
CREDITS 483.88
PAYMENTS 33,222.01-CUSTOMER SERVICE AND LOST CARD REPORTING
Inside U.S. 1-800-685-4039
Outside U.S. 1-706-644-3224LATE PAYMENT CHARGES .00
CASH ADVANCE FEE .00
FINANCE CHARGES .00

SEND BILLING INQUIRIES TO:

PNC BANK
PO BOX 828702
PHILADELPHIA PA 19182-8702NEW BALANCE 30,290.20
TOTAL PAYMENT DUE 30,290.20
DISPUTED AMOUNT .00



1940EAAE - 000001 - 0002 - 0008 - 2



ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

CORPORATE ACCOUNT ACTIVITYCITY OF VANDALIA
XXXX-XX03-3300-0001TOTAL CORPORATE ACTIVITY
\$33,222.01 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-19	03-19		AUTO PAYMENT DEDUCTION	33,222.01 CR

INDIVIDUAL CARDHOLDER ACTIVITYJERROD M HILL
XXXX-XX03-3300-0191

CREDITS \$0.00 PURCHASES \$1,899.84 CASH ADV \$0.00 TOTAL ACTIVITY \$1,899.84

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-19	03-18	24755425078730783143279	GRAINGER 800-4724543 IL	274.80
03-25	03-24	24755425084730842346980	GRAINGER 800-4724543 IL	978.36
04-03	04-02	24755425089730835091278	GRAINGER 800-4724543 IL	286.88
04-10	04-09	24240525089300941010888	CHRIS MEADE SPECIALTIES 937-545-2118 OH	360.00

DARREN DAVEY
XXXX-XX03-3300-0415

CREDITS \$0.00 PURCHASES \$3,858.17 CASH ADV \$0.00 TOTAL ACTIVITY \$3,858.17

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-18	03-18	24431065077169433051938	GRIMCO INC 836-305-0088 MO	139.38
03-24	03-21	74208475080100030650880	DESKPRO LONDON	1,392.00
03-25	03-25	24431065084173867021384	GRIMCO INC 836-305-0088 MO	275.20
03-26	03-25	24431065084173867021731	GRIMCO INC 836-305-0088 MO	281.05
04-08	04-07	24632165097100408406383	AMAZON MKTPL*819YL2NM3 AMZN.COM/BILL WA	97.90
04-08	04-07	24632165097100410133330	AMAZON MKTPL*2K8OY1920 AMZN.COM/BILL WA	163.95
04-09	04-08	24011345098100056807380	AMAZON MARK* L264054R3 AMAZON.COM/MA WA	375.84
04-10	04-09	24055235099300563834379	MONNIT CORPORATION 801-581-5555 UT	93.75
04-11	04-11	24011345101100001815523	AMAZON MARK* W83RB2NE3 AMAZON.COM/MA WA	50.44
04-11	04-11	24431065101184846024489	GRIMCO INC 836-305-0088 MO	788.55

RICHARD HOPKINS
XXXX-XX03-3300-0583

CREDITS \$0.00 PURCHASES \$221.45 CASH ADV \$0.00 TOTAL ACTIVITY \$221.45

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-20	03-19	24692185078103872704106	4IMPRINT, INC 4IMPRINT.COM WI	221.45

BRYAN FINE
XXXX-XX03-3300-0682

CREDITS \$0.00 PURCHASES \$389.74 CASH ADV \$0.00 TOTAL ACTIVITY \$389.74

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-18	03-17	24692165076101669692872	LOWES #00781* HUBER HEIGHTS OH	5.05
03-19	03-17	24639235077900017492323	NORTH DIXIE HARDWARE DAYTON OH	8.74
03-19	03-18	24431065077120631146989	NAPA STORE 0277084 VANDALIA OH	59.46
03-24	03-20	24639235080900017794883	NORTH DIXIE HARDWARE DAYTON OH	12.41
04-07	04-03	24639235094900019107142	NORTH DIXIE HARDWARE DAYTON OH	15.10
04-07	04-04	24639235098900019207684	NORTH DIXIE HARDWARE DAYTON OH	15.82
04-08	04-07	24692165097100400137168	LOWES #00781* HUBER HEIGHTS OH	252.00
04-14	04-10	24137465101100328923997	MENARDS TIPP CITY OH TIPP CITY OH	13.18



00
1940EAAE - 000001 - 0003 - 0008 - 2

ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

BRIDGETTE LEITER
XXXX-XX95-8001-7125

CREDITS
\$100.00

PURCHASES
\$0.00

CASH ADV
\$0.00

TOTAL ACTIVITY
\$100.00 CR

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-20	03-18	74445005078001672149806	TOS/CPIM COLUMBUS OH	100.00 CR

EMILY HUWER
XXXX-XX95-8018-3810

CREDITS
\$0.00

PURCHASES
\$89.58

CASH ADV
\$0.00

TOTAL ACTIVITY
\$89.58

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-28	03-27	24164075086105441297692	STAPLS785449035700001 877-8267755 MI	69.58

RUDY WELLS
XXXX-XX95-8022-0802

CREDITS
\$0.00

PURCHASES
\$528.41

CASH ADV
\$0.00

TOTAL ACTIVITY
\$528.41

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-28	03-26	24639235086900018300177	NORTH DIXIE HARDWARE DAYTON OH	40.92
04-03	04-01	24639235086900018905508	NORTH DIXIE HARDWARE DAYTON OH	13.49
04-10	04-08	24801975099300881293971	ARBOR DAY FOUNDATION 402-474-5855 NE	474.00

ALICIA MCCracken
XXXX-XX95-8023-9349

CREDITS
\$0.00

PURCHASES
\$716.84

CASH ADV
\$0.00

TOTAL ACTIVITY
\$716.84

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-14	03-13	24892185072101323100183	AMAZON MKTPLT69416213 AMZN.COM/BILL WA	38.58
03-17	03-14	24431055073118848168534	NAPA STORE 0277084 VANDALIA OH	23.30
03-17	03-17	24011845078500018737884	CANVA* 104458-1268315 CANVA.COM DE	119.40
03-18	03-19	24011345078500014215882	AMAZON MARK* P48XT9CP3 AMAZON.COM/MA WA	47.96
03-31	03-28	24011345087100088078783	AMAZON MARK* 2D0IM00R3 AMAZON.COM/MA WA	25.28
04-03	04-02	24692185093108140607323	4IMPRINT, INC 4IMPRINT.COM WI	365.76
04-11	04-10	24445715100300660551829	KROGER #913 SIDNEY OH	20.87
04-14	04-11	24445005102500837792684	DOMINO'S 2359 937-280-4255 OH	74.39

ROB CRON
XXXX-XX95-8028-2299

CREDITS
\$275.00

PURCHASES
\$3,268.11

CASH ADV
\$0.00

TOTAL ACTIVITY
\$2,993.11

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-19	03-12	24011345072500002551088	CVENT* THE OHIO STATE TYSONS CORNER VA	275.00 CR
03-21	03-21	24783385080002262180067	DAYTONDEFENSE DAYTON OH	50.00
03-31	03-28	24055235087678900407604	IDVILLE 886-438-4553 MI	3,218.11

KURT ALTHOUSE
XXXX-XX95-8030-8130

CREDITS
\$0.00

PURCHASES
\$2,098.40

CASH ADV
\$0.00

TOTAL ACTIVITY
\$2,098.40

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-28	03-27	24035965086175706010785	AMERICAN AIR0014457073722 FORT WORTH TX KURT ALTHOUSE DAY AA C DCA AA C DAY	35.00
04-02	04-01	24692185091104840346772	SQ *GLOBAL LEADERSHIP NET GOSQ.COM IL	2,063.40



1940EAAE - 000001 - 0004 - 0008 - 2

ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

AARON MESSENGER XXXX-XX95-6042-1046		CREDITS \$0.00	PURCHASES \$1,815.34	CASH ADV \$0.00	TOTAL ACTIVITY \$1,815.34
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
03-13	03-12	24906415071224202749771	DRI*UPRINTING 888-8884211 CA	170.56	
03-21	03-20	24692165079104200005650	AMAZON.COM*ZG2LY8A13 AMZN.COM/BILL WA	156.18	
03-25	03-24	24692165083108007292221	AMAZON MKTPL*YW98G4323 AMZN.COM/BILL WA	94.04	
03-26	03-26	24692165085109076934844	AMAZON.COM*AV7HM12V3 AMZN.COM/BILL WA	14.89	
03-27	03-27	24692165086109954760427	AMAZON MKTPL*9L3MF4473 AMZN.COM/BILL WA	29.99	
03-28	03-27	24692165088100396992926	AMAZON.COM*F58IZ41A3 AMZN.COM/BILL WA	18.89	
03-28	03-28	24692165087100945829727	AMAZON MKTPL*B73WD9D33 AMZN.COM/BILL WA	157.99	
04-03	04-02	24692165093106218510310	AMAZON MKTPL*B424813L3 AMZN.COM/BILL WA	36.80	
04-03	04-02	24692165092106007425299	AMAZON MKTPL*QZ69X7DX3 AMZN.COM/BILL WA	297.80	
04-04	04-03	24692165093106857274606	AMAZON MKTPL*HT6KD7NP3 AMZN.COM/BILL WA	5.45	
04-07	04-05	24692165095108299412917	AMAZON MKTPL*HY8NNDUF3 AMZN.COM/BILL WA	11.88	
04-07	04-05	24692165095108306584005	AMAZON MKTPL*J74M87UH3 AMZN.COM/BILL WA	21.81	
04-07	04-04	24692165095108083912361	AMAZON MKTPL*WYB480DE3 AMZN.COM/BILL WA	29.90	
04-07	04-06	24692165096109441290135	AMAZON.COM*876VE60I3 AMZN.COM/BILL WA	33.40	
04-08	04-07	24692165097100377937533	AMAZON MKTPL*PQ2X07AU3 AMZN.COM/BILL WA	23.48	
04-09	04-08	24692165098101133873326	AMAZON.COM*SH8M27BQ3 AMZN.COM/BILL WA	549.00	
04-11	04-10	24445005101400183793191	WM SUPERCENTER #3783 DAYTON OH	68.79	
04-14	04-12	24692165102104443424685	AMAZON MKTPL*IE91B92T3 AMZN.COM/BILL WA	24.89	
04-14	04-11	24692165101104074481310	AMAZON MKTPL*CX3TT4SX3 AMZN.COM/BILL WA	69.59	
MICHAEL SKAGGS XXXX-XX95-6044-2117		CREDITS \$0.00	PURCHASES \$180.01	CASH ADV \$0.00	TOTAL ACTIVITY \$180.01
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
03-26	03-25	24431065085174615605303	HUBER HEIGHTS RURAL KING HUBER HEIGHTS OH	126.73	
04-02	04-01	24445005091200186704464	K E ROSE LTD DAYTON OH	53.28	
CANDICE JACOBS XXXX-XX95-6045-1209		CREDITS \$48.30	PURCHASES \$2,020.91	CASH ADV \$0.00	TOTAL ACTIVITY \$1,972.61
Post Date	Trans Date	Reference Number	Transaction Description	Amount	
03-13	03-12	24717055071270714338121	CINTAS CORP 972-9867900 OH	41.15	
03-14	03-13	24015145073058884117171	AMERICAN HEART SHOPCPR 888-242-8883 TX	650.00	
03-17	03-14	24717055073270739891856	CINTAS CORP 972-9867900 OH	35.00	
03-20	03-19	74226385079007924149106	SAMSCLUB #6380 DAYTON OH	2.67 CR	
03-20	03-19	24226385079007913002681	SAMS CLUB#6380 DAYTON OH	58.71	
03-21	03-20	24717055080730800990361	CINTAS CORP 972-9867900 OH	35.00	
03-21	03-19	24000975079399602889300	FOX'S PIZZA DEN 937-5760073 OH	157.03	
03-25	03-24	74455015083141007718062	SAMSCLUB #6380 DAYTON OH	45.63 CR	
03-25	03-24	24445005084400182486972	SAMS CLUB #6380 DAYTON OH	43.74	
03-25	03-24	24226385084008077002585	SAMS CLUB#6380 DAYTON OH	45.63	
03-25	03-24	24000975083422902833329	FOX'S PIZZA DEN 937-5760073 OH	149.79	
03-26	03-25	24717055084280849157305	CINTAS CORP 972-9867900 OH	35.00	
03-31	03-29	24717055088280883371290	CINTAS CORP 972-9867900 OH	41.15	
03-31	03-28	24118550900000000401298	FDIC JEMS 918-8319500 OK	300.00	
04-04	04-03	24717055093260839145823	CINTAS CORP 972-9867900 OH	35.00	
04-04	04-03	24717055093290939172766	CINTAS CORP 972-9867900 OH	35.00	
04-07	04-04	24692165094107678211354	SPECTRUM 865-707-7328 MO	24.56	
04-08	04-06	24717055097150675039160	CINTAS CORP 972-9867900 OH	35.00	
04-14	04-11	24717055102191024831440	CINTAS CORP 972-9867900 OH	41.15	
04-14	04-10	24118595102000000433727	FDIC JEMS 918-8319500 OK	60.00	
CHRISTINE BUDICH XXXX-XX95-6050-5970		CREDITS \$0.00	PURCHASES \$264.85	CASH ADV \$0.00	TOTAL ACTIVITY \$264.85
Post Date	Trans Date	Reference Number	Transaction Description	Amount	



ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

03-19	03-18	24892165077102788361301	AMAZON MKTPL*5J45922J3 AMZN.COM/BILL WA	9.89
03-20	03-19	24892165078103289808559	AMAZON MKTPL*PX8XS7NSS AMZN.COM/BILL WA	47.78
03-28	03-27	24011345086100121048754	AMAZON RETA* 814AJ2FP3 WWW.AMAZON.CO WA	26.99
04-01	03-31	24692165090104180366151	AMAZON MKTPL*H11U06Q93 AMZN.COM/BILL WA	159.99
04-09	04-08	24011345099100010458749	AMAZON RETA* IU5XA8NJ3 WWW.AMAZON.CO WA	19.90

ANGELA SWARTZ	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6051-0392	\$0.00	\$84.84	\$0.00	\$84.84

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-12	24137465073501149258859	ODP BUS SOL LLC # 101170 800-463-3768 OH	9.04
03-17	03-13	24137465074501357532133	ODP BUS SOL LLC # 101170 800-463-3768 OH	16.09
03-17	03-13	24137465074501357532059	ODP BUS SOL LLC # 101170 800-463-3768 OH	31.19
04-07	04-04	24445715094300697955703	KROGER #747 VANDALIA OH	28.52

KENNETH JACOB HAYSLETT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6052-4823	\$13.50	\$2,258.12	\$0.00	\$2,242.62

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-14	74431085074187728709919	HUBER HEIGHTS RURAL KING HUBER HEIGHTS OH	13.50 CR
03-17	03-14	24431065074167728705823	HUBER HEIGHTS RURAL KING HUBER HEIGHTS OH	193.46
03-21	03-20	24436655079068803000149	OPERATOR TRAINING COMM 814-268-6826 OH	700.00
03-24	03-21	24226385062008033320562	SAMSClub.COM 888-746-7728 AR	29.38
03-24	03-21	24226385062008034485341	SAMSClub.COM 888-746-7728 AR	62.69
03-24	03-21	24692165080105263730236	SQ *C.F. POEPELMAH INC. BRADFORD OH	67.66
03-24	03-21	24692165080105263730236	SQ *C.F. POEPELMAH INC. BRADFORD OH	60.69
03-28	03-25	24692165080105263730236	EPASALES 423-876-4366 TN	246.80
03-31	03-28	24027625087067894484599	LOWES #00781* HUBER HEIGHTS OH	395.44
04-11	04-10	24692165100103101919848		

JOMEIRE CABONCE	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6053-2719	\$0.00	\$1,026.05	\$0.00	\$1,026.05

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-13	03-12	24323005071117610201688	RODOC LEASING SALES & SE DAYTON OH	95.00
03-14	03-12	24639235072900016987898	NORTH DIXIE HARDWARE DAYTON OH	0.78
03-14	03-12	24639235072900016988151	NORTH DIXIE HARDWARE DAYTON OH	4.88
03-25	03-24	24431065083123372141351	NAPA STORE 0277084 VANDALIA OH	156.88
03-26	03-24	24639235084900018197997	NORTH DIXIE HARDWARE DAYTON OH	11.69
03-26	03-24	24251385084900018197997	WAGONER POWER EQUIPMENT ENGLEWOOD OH	18.39
03-31	03-28	24431055087125395163763	NAPA STORE 0277084 VANDALIA OH	55.77
03-31	03-28	24067205088329151001728	KOENIG EQUIPMENT TIPP CIT TIPP CITY OH	532.28
04-03	04-02	24431055092127673142942	NAPA STORE 0277084 VANDALIA OH	58.49
04-07	04-03	24639235094900019108813	NORTH DIXIE HARDWARE DAYTON OH	15.25
04-08	04-07	24231685098299182452296	HARBOR FREIGHT TOOLS3557 ENGLEWOOD OH	9.99
04-09	04-08	24137465098600288885279	AUTOZONE #4584 VANDALIA OH	19.89
04-09	04-08	242316850983001711451698	HARBOR FREIGHT TOOLS3557 ENGLEWOOD OH	22.99
04-11	04-09	24067205100310151004212	KOENIG EQUIPMENT TIPP CIT TIPP CITY OH	23.97

SCOTT JACOBS	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6056-3011	\$0.00	\$850.73	\$0.00	\$850.73

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-28	03-27	24492165087100005085642	SP ELLIS MFG. CO. ELLISMANUFACT OK	610.73
04-14	04-11	246921651011038529593920	SQ *IPARK SOLUTIONS LLC INDIANAPOLIS IN	40.00



1940EAAE - 000001 - 0006 - 0008 - 2

ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

CYNTHIA DOOGAN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6100-2902	\$0.00	\$35.20	\$0.00	\$35.20

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-16	24038295075742684604532	EB *2025 ANNUAL SPRING 801-413-7200 CA	55.20

LEANN HANF	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6101-3388	\$0.00	\$471.15	\$0.00	\$471.15

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-18	24038295075714718118906	UBER *TRIP HELP.UBER.COM CA	5.00
03-17	03-15	24692165075100361823737	FARMER'S FRIDGE CHICAGO IL	7.89
03-17	03-15	24755425075730753364288	ATL POPEYES B 8882138 ATLANTA GA	14.49
03-17	03-16	24038295075744718082280	UBER *TRIP HELP.UBER.COM CA	17.86
03-18	03-16	24892165076101746802759	MGM GRAND-STARBUCKS II LAS VEGAS NV	24.55
03-20	03-19	24038295078712265921859	UBER *TRIP HELP.UBER.COM CA	3.00
03-20	03-19	24038295078712265408087	UBER *TRIP HELP.UBER.COM CA	14.95
03-21	03-19	24692165079104256046624	STARBUCKS D WEST LAS LAS VEGAS NV	5.91
03-21	03-20	24789305079398000030845	CINCINNATI AIRPORT 98611 ERLANGER KY	50.00
04-10	04-09	24431055099130819025867	PEOPLEFACTS 800-822-5795 AZ	327.30

JOSHUA BERRY	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6101-7280	\$0.00	\$618.00	\$0.00	\$618.00

Post Date	Trans Date	Reference Number	Transaction Description	Amount
04-07	04-04	24482185085100009580951	TINYDANCERLLC PAULETTESPRIN OH	618.00

SARA MOYER	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6102-2140	\$0.00	\$583.73	\$0.00	\$583.73

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-21	03-20	24011345079500106525646	AMAZON MARK* B184A73LS AMAZON.COM/MA WA	156.97
03-25	03-25	24011345084100032588207	AMAZON MARK* 1M8QJ0NX3 AMAZON.COM/MA WA	122.79
03-31	03-30	24445005090000935402274	DOLLARTREE DAYTON OH	36.25
04-03	04-02	24455015092141005141840	WAL-MART #3783 DAYTON OH	67.72
04-10	04-09	24445005100001029896130	DOLLAR TREE VANDALIA OH	180.00

DEBORAH WRIGHT	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6102-2157	\$0.00	\$319.99	\$0.00	\$319.99

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-19	03-18	24692165077102349133195	STAMPS.COM 855-608-2677 TX	19.99
04-03	04-02	24445005093600185332852	USPS STAMPS ENDICIA 888-434-0055 DC	300.00

JARED CAIN	CREDITS	PURCHASES	CASH ADV	TOTAL ACTIVITY
XXXX-XX95-6102-6380	\$13.24	\$1,222.88	\$0.00	\$1,209.62

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-14	24692165073102060945474	LOWES #00781* HUBER HEIGHTS OH	42.82
03-17	03-14	24765015074273197251652	ROCKY'S ACE HARDWARE DAYTON OH	134.97
03-18	03-17	24692165076101689892871	LOWES #00781* HUBER HEIGHTS OH	53.72
03-20	03-19	24755425079730783937479	GRAINGER 800-4724843 IL	11.60
03-20	03-18	24639235078900017593186	NORTH DIXIE HARDWARE DAYTON OH	19.60



1940EAAE - 00001 - 0007 - 0008 - 2



ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

03-21	03-20	24755425080730805080455	GRAINGER 800-4724843 IL	37.28
03-28	03-24	24639235084900018198052	NORTH DIXIE HARDWARE DAYTON OH	9.24
03-27	03-26	24793385065002936884091	SHERWIN-WILLIAMS701218 HUBER HTS OH	15.97
03-27	03-25	24639235065900018298804	NORTH DIXIE HARDWARE DAYTON OH	32.89
03-28	03-26	24639235068900018399864	NORTH DIXIE HARDWARE DAYTON OH	23.38
03-31	03-27	24639235067900018401208	NORTH DIXIE HARDWARE DAYTON OH	56.57
04-02	04-01	24323005091127198304313	PICKREL BROTHERS DAYTON OH	5.40
04-02	04-01	24682165091104857686749	LOWES #00781* HUBER HEIGHTS OH	102.88
04-03	04-02	24333225092283464655802	BECKER ENGINEERED SYSTEM 513-874-3372 OH	216.96
04-03	04-02	24435855092072220168221	FERGUSON ENT #1038 DAYTON OH	261.19
04-07	04-04	24692165094107874681715	LOWES #00781* HUBER HEIGHTS OH	5.33
04-07	04-04	24692165084107764019711	LOWES #00781* HUBER HEIGHTS OH	103.13
04-08	04-07	24692165097100498058221	LOWES #00781* HUBER HEIGHTS OH	36.84
04-11	04-10	74333225100302005688378	BECKER ENGINEERED SYSTEM HAMILTON OH	13.24 CR
04-14	04-11	24639235103900019914066	NORTH DIXIE HARDWARE DAYTON OH	18.60
04-14	04-11	24639235103900019913860	NORTH DIXIE HARDWARE DAYTON OH	34.41

ACCOUNTS PAYABLE XXXX-XX99-0015-9837	CREDITS \$10.74	PURCHASES \$206.43	CASH ADV \$0.00	TOTAL ACTIVITY \$195.69
---	--------------------	-----------------------	--------------------	----------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-13	03-12	74431055071117886151673	NAPA STORE 0277084 VANDALIA OH	10.74 CR
03-13	03-12	24431055071117886151680	NAPA STORE 0277084 VANDALIA OH	8.98
03-31	03-29	24164075089105441246100	STAPLS7654642913000001 877-8267765 MI	197.45

ANDREW CHRISTIAN XXXX-XX99-0016-8893	CREDITS \$0.00	PURCHASES \$180.67	CASH ADV \$0.00	TOTAL ACTIVITY \$180.67
---	-------------------	-----------------------	--------------------	----------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-24	03-20	24137485080100346382891	MENARDS TIPP CITY OH TIPP CITY OH	180.67

SHARON HAMBY XXXX-XX99-0016-9008	CREDITS \$0.00	PURCHASES \$8.58	CASH ADV \$0.00	TOTAL ACTIVITY \$8.58
-------------------------------------	-------------------	---------------------	--------------------	--------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-20	03-19	24445715078300580297262	KROGER #747 VANDALIA OH	8.58

STEVEN A CLARK XXXX-XX99-0022-6768	CREDITS \$0.00	PURCHASES \$3,114.00	CASH ADV \$0.00	TOTAL ACTIVITY \$3,114.00
---------------------------------------	-------------------	-------------------------	--------------------	------------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
04-08	04-07	24692165097100578267391	IN ^VERTICAL REALITY 786-3856352 FL	2,850.00
04-10	04-09	24806415099226491155915	EIG*CONSTANTCONTACT.COM 855-2295506 MA	264.00

BENJAMIN WALKER XXXX-XX99-0023-7680	CREDITS \$0.00	PURCHASES \$793.12	CASH ADV \$0.00	TOTAL ACTIVITY \$793.12
--	-------------------	-----------------------	--------------------	----------------------------

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-13	03-12	24122545072271141279787	BP#88730381822 170 POLAR COLUMBUS OH	55.25
03-17	03-14	24137485073501149261117	TST* RUSTY BUCKET 107 - W WESTERVILLE OH	26.17
03-17	03-14	24692165074100012340880	RENAISSANCE HOTELS FD WESTERVILLE OH	313.12
			126500 ARRIVAL: 03-12-25	
03-19	03-18	24445005078400177881225	SAMS CLUB #8380 DAYTON OH	398.58



00
1940EAAE - 000001 - 0008 - 0008 - 2

ACCT. NUMBER: XXXX XX03 3300 0001

CREDIT LIMIT	450,000.00	CASH ADVANCE BALANCE	.00
CURRENT BALANCE	30,290.20	MINIMUM PAYMENT DUE	30,290.20
AVAILABLE CREDIT	419,709.80	PAYMENT DUE DATE	04-21-25

INDIVIDUAL CARDHOLDER ACTIVITY

CHAD H FOLLUCK
XXXX-XX99-0024-0759

CREDITS
\$0.00

PURCHASES
\$1,330.78

CASH ADV
\$0.00

TOTAL ACTIVITY
\$1,330.78

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-13	03-12	24011345071500111294897	SP TAYLORSTINS TAYLORSTINS.C MO	30.00
03-24	03-21	24011345080100120905564	SP TAYLORSTINS TAYLORSTINS.C MO	150.00
03-31	03-28	24011345088100066080960	MR APPLIAN OF COLUMBUS BETHANY@MRAPP OH	562.78
04-02	04-01	24011345082100010163130	SP TAYLORSTINS TAYLORSTINS.C MO	50.00
04-03	04-01	24445005082300604835566	OHCOMVDFD 814-728-5874 OH	150.00
04-08	04-07	24377355086000001818681	CMC RESCUE 805-5629120 CA	188.00
04-14	04-11	24118535103000000473959	FDIC JEMS 818-8319500 OK	180.00

BRANDON SUCHER
XXXX-XX99-0029-2206

CREDITS
\$23.10

PURCHASES
\$740.58

CASH ADV
\$0.00

TOTAL ACTIVITY
\$717.48

Post Date	Trans Date	Reference Number	Transaction Description	Amount
03-17	03-14	24137465073501149262511	TST* RUSTY BUCKET 107 - W WESTERVILLE OH	38.42
03-17	03-14	24692185074100012340595	RENAISSANCE HOTELS FD WESTERVILLE OH 126380 ARRIVAL: 03-12-25	913.12
04-04	04-03	74943005094180524223162	HOLIDAY INN & SUITES, CI 5137524400 OH	23.10 CR
04-04	04-02	24943005093179971213383	HOLIDAY INN & SUITES, CI 5137524400 OH 0920738185137524400 ARRIVAL: 03-30-25	389.04