Vandalia ohio
small city. big opportunity.

AGENDA

November 3, 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 Meeting Minutes: September 15, 2025

   B. Council Meeting Minutes: September 15, 2025

5. Communications, Petitions and Awards

   A. **Introduction: Kayla Sensenbaugh, Recreation Facility Manager**
   Mr. Althouse will introduce Parks and Recreation Facility Manager Kayla Sensenbaugh who began employment October 20, 2025.

   B. **Introduction: Trina Stewart, Mobile Crisis Counselor**
   Chief Sucher will introduce Trina Stewart, the new mobile crisis counselor in the Vandalia Butler Mobile Crisis Response Program.

6. Public Hearing

7. Comments from Interested Citizens

8. City Manager's Report

A. Information Items

1. **Vandalia Pumpkin Smash**
On Saturday, November 8 from 11:00 am to 1:00 pm at the Vandalia Sports Complex Baseball Concession Stand, Prepare for a smashing good time at our Pumpkin Smash! Bid a gleeful farewell to your Halloween pumpkins in the most spectacular way possible. Grab your gourds and join us for a day of pumpkin smashing mayhem. From gravity-defying drops to pumpkin bowling, it's a carnival of orange explosions and satisfying splatter. Unleash your inner pumpkin demolition expert and turn ordinary pumpkins into extraordinary memories. Let the smashing commence – it's the ultimate pumpkin farewell party! All pumpkin debris will be composted after the event. This is a free event and all ages are welcome.

2. **Leaf Collection**
Leaf collection continues until December. The leaf pick-up schedule is on the City's website. Leaves must be raked into the street, any leaves on the grass behind the curb will not be picked up. In areas without curbs, leaves must be placed immediately along the edge of the pavement. Crews will not collect leaves piled more than one foot away from the edge of the roadway.

B. Action Items

9. Old Business

10. Resolutions

A. **25-R-51** A Resolution Authorizing The City Manager To Negotiate And Enter Into A Purchase And Sale Agreement For Certain Land Located In Stonequarry Crossing And To Close On The Sale Of Such Land

11. Ordinances - First Reading

A. **25-27** An Ordinance To Make Appropriations For Current Expenses And Other Expenditures Of The City Of Vandalia, Ohio During The Calendar Year Ending December 31, 2026, And Declaring An Emergency

B. **25-28** An Ordinance Providing For The Issuance And Sale Of Notes In The Maximum Principal Amount Of $18,000,000 In Anticipation Of The Issuance Of Bonds, For The Purpose Of Paying The Costs Of Improving The City's Facilities By Constructing, Furnishing And Equipping A Public Works Complex, Including Related Site Improvements, Together With All Necessary And Related Appurtenances Thereto, And Declaring An Emergency

12. Ordinances - Second Reading

A. **25-26** An Ordinance Rezoning 15.478 Acres Of Land Located At 770 Bolton Abbey Lane From Residential Single-Family (RSF-2) To Residential Single-Family (RSF-4) And Agriculture (A) And Amending The Zoning Map Of The City

13. Ordinances – Emergency

14. Reports from Boards and Commissions

A. **Variance: BZA 25-0008 - 6-Foot Fence in Zone A – 775 Cassel Creek Drive**
Enclosed is a memorandum from Mr. Graham wherein the Applicant Wesley Coehick, on behalf of Kaytlin Rogers has requested a variance construct a 6-foot fence on her corner lot within Zone A for the property located at 775 Cassel Creek Drive. The purpose of this request is to have a 6-foot fence encroach 12 feet into Zone A. The Board of Zoning Appeals voted 5-0 to recommend approval of the proposed variance with the following condition: the fence shall not extend more than 12 feet into Zone A.

B. Records Commission Meeting Minutes: April 30, 2025

C. Parks and Recreation Advisory Board Meeting Minutes: August 20, 2025

D. Parks and Recreation Advisory Board Meeting Minutes: October 1, 2025

E. Planning Commission Meeting Minutes: September 23, 2025

15. Council Comments

16. Executive Session - To discuss with the City Attorney pending or imminent litigation.

17. Adjournment

These icons illustrate which strategic goals Council Actions align to

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

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

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

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

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

Trust and Confidence
Transparent government to empower stakeholder engagement.

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

CITY OF VANDALIA
September 15, 2025
City Council
Study Session – 6:00 PM

CITY OF VANDALIA
Council Study Session Minutes
Municipal Building
333 Bohanan Drive
Monday, September 15, 2025
6:00 P.M.

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

Others Present: Jerry McDonald, Kurt Althouse, Angela Swartz, Rob Cron, Darren Davey, Ben Borton, Leann Hanf, Paul Pollard, Michael Hammes, Brian Krimm, Ben Lickliter, Alicia McCracken, Aaron Messenger, Bridgette Leiter, Kristen Carnes, Emily Huwer, Chris Royse, Marcus O'Brien, Laura Rohde, Jack Shirley, Aaron Hathaway, Rebekah Allendevaux and Scott Allendevaux.

Mayor Herbst called the Study Session to order at 6:00 p.m.

Presentation

Information Technology Department Update
Mr. Davey presented the Information Technology Department update to Council.
There was a brief discussion regarding the need to keep records, outsourcing cloud storage, and keeping the storage process in-house as much as possible, which **Mr. Davey** advised is currently a more cost-effective method. **Mr. Davey** advised Council on December 1st, he will give a summary presentation for the public during the Study Session on the Cyber Security Plan and request an Executive Session to go into more details of the Cyber Security Plan, with Council adopting a resolution at the December 15th Council meeting. There was a brief discussion regarding the switch from .org to .gov and how that will be monitored. There were no further questions or comments from Council.

Cassel Hills Golf Course Hospitality & Food Service Operation
Mr. Royse presented to City Council a proposal, Socialite Vandalia, to offer hospitality services including food and beverage service at Cassel Hills Golf Course. **Mr. Royse** introduced the owners of Socialite Café, Rebekah Allendevaux and Scott Allendevaux. There was a brief discussion regarding the previously proposed food and beverage service being rushed, the effect of revenues on the operations of the golf course for future budget projections, the possibility of a lease agreement instead of a revenue sharing agreement, the existing liquor licenses being transferred to the business with an agreement in place to transfer back to the City if they defaulted on the lease and this proposal being more invigorating and what the community is looking for. There were no further questions or comments from Council.

Monday, September 15, 2025

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

Monday, October 6, 2025

Boards & Commissions Appointment – Laura Rohde – Vandalia Arts Council
Mr. Althouse introduced Laura Rohde, advising Council at the October 6th Council Meeting, they will be asked to consider the appointment of Laura Rohde to the Vandalia Arts Council. A memo from Deputy Clerk of Council Swartz, Ms. Rohde's application and the Vandalia Arts Council roster are included in the Council packets. **Ms. Rohde** addressed Council sharing she is looking forward to working with Council and the team. There were no questions or comments from Council.

Boards & Commissions Appointment – Marcus O'Brien – Vandalia Planning Commission
Mr. Althouse introduced Marcus O'Brien, advising Council at the October 6th Council Meeting, they will be asked to consider the appointment of Marcus O'Brien to the Vandalia Planning Commission. A memo from Deputy Clerk of Council Swartz, Mr. O'Brien's application and the Vandalia Planning Commission roster are included in the Council packets. **Mr. O'Brien** addressed Council sharing he is looking forward to serving the community. There were no questions or comments from Council.

Resolution: Recreation Center & Senior Center Fees
Mrs. McCracken provided information to City Council relating to Parks & Recreation Department Fees for the Vandalia Recreation Center and Vandalia Senior Center. **Mrs. McCracken** provided a historical breakdown, cost recovery analysis and recommendations to update user fees for Vandalia Recreation Center and Vandalia Senior Center. Following a comprehensive review of the Vandalia Senior Center and Vandalia Recreation Center fees—considering policy goals, historical context, research, cost recovery analysis, and overall financial sustainability, **Mrs. McCracken** recommended that City Council approve the updated rates and fees as proposed. There was a brief discussion regarding the value of the senior center and positive feedback from citizens with the change in opening the Recreation Center earlier.

Resolution: Contribution to the Vandalia Development Corporation
Mr. Cron advised Council for many years, the City has appropriated $100,000 annually to contribute to the Vandalia Development Corporation (VDC) for use in incentivizing economic development projects. The VDC typically leverages these incentives in coordination with the Montgomery County Economic Development/Government Grant program (EDGE), the Dayton Development Coalition, and JobsOhio. **Mr. Cron** advised in the past, contributions to the VDC were made only when there was an active project under consideration. However, with the discontinuation of the EDGE program this year, fewer incentives are now available to support prospective developments. In addition, many projects move quickly and require timely responses to incentive requests. **Mr. Cron** proposed that City Council consider a resolution to authorize a contribution for the $100,000 appropriated in this year's budget directly to the VDC for use in economic development assistance and incentives. This would allow the VDC to approve the distribution of funds by majority vote at its meetings, ensuring a quicker turnaround for prospective developments. **Mr. Cron** advised VDC meetings may be called at any time by the chairman, with two City Council Members serving on the VDC board, as a by law requirement. There were no questions or comments from Council.

Resolution: Contract with AG's Office for collection of delinquent income tax balances
Mrs. Huwer and Mrs. Leiter advised Council of proposed legislation to partner with the Ohio Attorney General's Office and enter into a debt collection agreement for the collection of delinquent income tax balances due.There were no questions or comments from Council.

Discussion

August 2025 Financial Reports
Cognizant of Council's duty to monitor the City's financial activity, **Mayor Herbst** 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 August monthly reports in detail. She began by reviewing the Statement of Revenues and Expenditures: August 31, 2025 in detail, which included revenues and expenditures for the General Fund, the Police-Fire-Street CIP Fund, Golf Fund, Water Fund and Sewer Fund. **Mrs. Leiter** reviewed the August cost recovery data for the golf course, recreation center, Cassel Hills Pool, and the Fund Statement reports in detail dated August 31, 2025. There was a brief discussion regarding the hospital fund, with adjustments being made due to the significant increase in healthcare cost and cost of the postage for the courts, regarding civil cases involving other jurisdictions.There were no further questions or comments from Council.

Legislative Calendar
Mayor Herbst solicited comments or questions on the Legislative Calendar. There were none.

Study Session adjourned at 6:56 p.m.

Angela Swartz
Executive Assistant
Deputy Clerk of Council
937.415.2256
aswartz@vandaliaohio.org
www.vandaliaohio.org

Vandalia ohio
small city. big opportunity.

The Council of the City of Vandalia Meeting Minutes

September 15, 2025

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

OTHERS PRESENT: Jerry McDonald, Kurt Althouse, Angela Swartz, Rob Cron, Darren Davey, Ben Borton, Leann Hanf, Paul Pollard, Michael Hammes, Brian Krimm, Ben Lickliter, Alicia McCracken, Aaron Messenger, Bridgette Leiter, Kristen Carnes, Emily Huwer, Laura Rohde, Aaron Hathaway, Marissa Bardonaro, James Test, Steven Ash, Robert Bellinger, Jon Bills, Mary McDonald, Ashley Wright, Bo Schneider, Rita Guinn and Shiann Storer.

Mayor Herbst called the council meeting of the Council of the City of Vandalia to order at 7:00 p.m.

Mayor Herbst called for a moment of reflection followed by the Pledge of Allegiance.

Approval of Previous Minutes: None
Communications, Petitions and Awards: None
Public Hearing: None

Comments from Interested Citizens:
Mayor Herbst called for comments from interested citizens advising as they come to the podium, please clearly state their name and address for the record. **Mayor Herbst** asked those who speak to please follow the etiquette of communicating with respect to others, to please stay on topic with their statements, while addressing Council. **Mayor Herbst** reminded the audience, this is not the forum for arguments and asked in an effort to give all citizens an opportunity to express their thoughts and concerns, to keep their comments as brief as possible. **Mayor Herbst** invited Montgomery County Commissioner Mary McDonald to the podium, as she requested to address Vandalia City Council regarding the Human Services Levy. **Mary McDonald**, 451 W. Third St. Dayton, addressed Council, bringing greetings from the Montgomery Council Commissioners and shared information on the 2025 State of the County Impact Report and information on the upcoming Montgomery County Human Services Renewal Levy. There was a brief discussion regarding Commissioner McDonald's time as Mayor for the City of Trotwood and the County refunding the ED/GE program. **James Test**, 1228 Greystone Circle, addressed Council

inquiring if the Mulberry issue would be decided upon or not. **Mayor Herbst** explained this Ordinance is on the Council agenda as a first reading, which will voted on to move the Ordinance to a second reading at the October 6 Council meeting. **Marissa Bardonaro**, 1206 Foxcroft Court, addressed Council, thanking Council for the work that they do and spoke against the development at 3330 Mulberry Road for multiple reasons, including the negative impact of the traffic, property values, traffic congestion, safety issues, strains on local infrastructures and the intimidation and bullying tactics by the developer. **Ms. Bardonaro** submitted photos of an existing development similar to the one being proposed, Exhibit A included in the minutes. **Steve Ash**, 1200 Greystone Circle, addressed Council speaking against the proposed development at 3330 Mulberry Road sighting traffic issues and the negative impact it would have on the Copperfield community. **Ashley Wright**, 1098 West Alkaline Springs Road, addressed Council about the water bill issue, specifically her water bill and how it has tripled. There was a brief discussion regarding the new water meters, individual household usage, the reason for the rate increases to bring safe drinking water to residents and for residents who are having issues to contact City staff relating to their water bill. **City Manager Althouse** addressed Ms. Wright that staff will follow up with her about her water bill and get her scheduled to have her meter replaced. **Shiann Storer,** 287 North American Boulevard, addressed Council regarding her water bill, stating she did receive a new meter and has been monitoring her usage on the water app and it is not accurate. **Ms. Storer** shared City staff is coming to her home to look at the issue. **Mayor Herbst** advised that anyone having an issue with their water bills should reach out to the water department. **Robert Ballinger,** with Coolidge Wall, 33 West 1st Street, Dayton, OH, on behalf of the property owner for the Mulberry Road PUD, addressed Council regarding comments made earlier by citizens regarding the traffic concerns for the proposed development at 3330 Mulberry Road. **Mr. Ballinger** submitted a traffic study done by CESO, Exhibit B in the minutes, stating the conclusion that the development will generate less than 200 total trips during peak hours, which is below the threshold for traffic studies required by the City of Vandalia. **Mr. Bellinger** stated, with respect to the development as a whole, this development is consistent with the City's Comprehensive Plan and is the highest and best use for this property.

CITY MANAGER'S REPORT

Information Item:

Mr. Althouse shared on Thursday, September 18, 2025, from 5:30 – 7:30 pm, the Vandalia Division of Police will host their Annual Open House at the Vandalia

Police Department. There will be several stations set up with demonstrations, along with complementary food. **Mr. Althouse** shared in honor of Fire Prevention Month, The Division of Fire will host an open house on Sunday, October 5 from 12:00 p.m. to 2:00 p.m. at Fire Station One, 8705 Peters Pike. And finally, **Mr. Althouse** shared Vandalia City Council established two budget workshops to be held in the basement of the Municipal Building. Budget workshop #1 will be held on Tuesday, October 14, 2025, from 4:00 – 7:00 pm. Budget workshop #2 will be held Monday, October 20, 2025, 4:00 – 6 pm., breaking for the Study Session and Council Meeting, returning to Budget Workshop after the Council Meeting if need be. **Mayor Herbst** requested Mr. Althouse provide the details on when the residents will be receiving information regarding the utility and water. **Mr. Althouse** shared in the final publication of the My Vandalia magazine, which will be distributed towards the end of the year, there will be information detailing the breakdown of fees and where these fees are used for the expense and cost of replacing and upgrading aging water mains, pipes and providing clean drinking water to the residents of Vandalia.

Action Items: None

Old Business: None

Resolutions: None

Ordinances – First Reading:

25-22 An Ordinance Approving A Planned Unit Development Preliminary Development Plan And Associated Zoning Map Change On Land Generally Located At 3330 Mulberry Road. **Mr. McDonald** read Ordinance 25-22 by title. **Mr. Althouse** advised Council the applicant, DDC Management, requests a Planned Unit Development and Preliminary Plan for the property located at 3330 Mulberry Road. The proposal includes rezoning the 11.36-acre parcel from A – Agriculture to a PUD – Planned Unit Development. If approved, the property would be developed with 87 new townhomes. On August 26, 2025, the Planning Commission voted 3-0 to recommend approval. **Councilmember Follick** reiterated tonight's vote is a formality, not necessarily an approval of the plan, but an approval to move it to the second reading, which is required under the City's code for zoning issues.

There were no further comments or questions from Council. It was moved by Councilmember Follick, second by Vice Mayor Blakesly to approve Ordinance 25-22, motion passed 7-0.

25-23 An Ordinance Approving A PUD Major Amendment And Revised Final Development Plan For Certain Parcels In The Foley And National Road Planned

Unit Development District Owned By Beau Townsend Lincoln. **Mr. McDonald** read Ordinance 25-22 by title. **Mr. Althouse** advised Council the applicant, Sean Olson of Vancon, and on behalf of Beau Townsend Lincoln, requests a Major Amendment to the Foley and National Road PUD. The proposal would allow for significant structural alterations and a change of use for the property at 55 Foley Drive. If approved, the property would be converted to a new Lincoln dealership. On August 26, 2025, the Planning Commission voted 3-0 to recommend approval.

There were no comments or questions from Council. It was moved by Councilmember Farst, second by Vice Mayor Blakesly to approve Ordinance 25-23, motion passed 7-0.

Ordinances – Second Reading: None

Ordinances – Emergency Reading: None

Reports from Boards and Commissions:

Mayor Herbst called for comments or questions on the Civil Service Commission Meeting. Minutes of July 24, 2025. There were none.

Mayor Herbst reviewed the August 2025 Bill Listing $4,066,675.77, Monthly Expenses over $25,000 and Monthly Purchasing Card Detail in the amount of $21,102.04. There were no comments or questions from Council.

Council Comments

Councilmember Aivalotis-Weaver shared she does not appreciate being told what is the best use by someone that is outside of the City, how she should be voting and give reasons why. She shared this is our community and the citizens have a voice and she feels offended.

Councilmember Doogan thanked the people who spoke and gave their opinions, sharing she appreciated them coming to speak.

Councilmember Follick acknowledged successes in the Parks and Recreation department, specifically Cassel Hills Pool with an increase of visits from last year, the increased attendance at the Recreation Center with a 16% increase from August of last year. **Councilmember Follick** shared although it was a slow start for the Golf Course, the numbers were still above the 100% cost recovery for five years running. **Councilmember Follick** requested that staff create a page on the City's website, with a URL for project updates that are going on in the City of

Vandalia, making it more accessible to residents and keeping residents up to date with ongoing projects.

Mayor Herbst thanked everyone for their comments and gave a special thank you to Montgomery County Commissioner Mary McDonald for coming tonight.

The Regular meeting was adjourned at 7:45 p.m.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Angela Swartz, Deputy Clerk of Council

September 15, 2025

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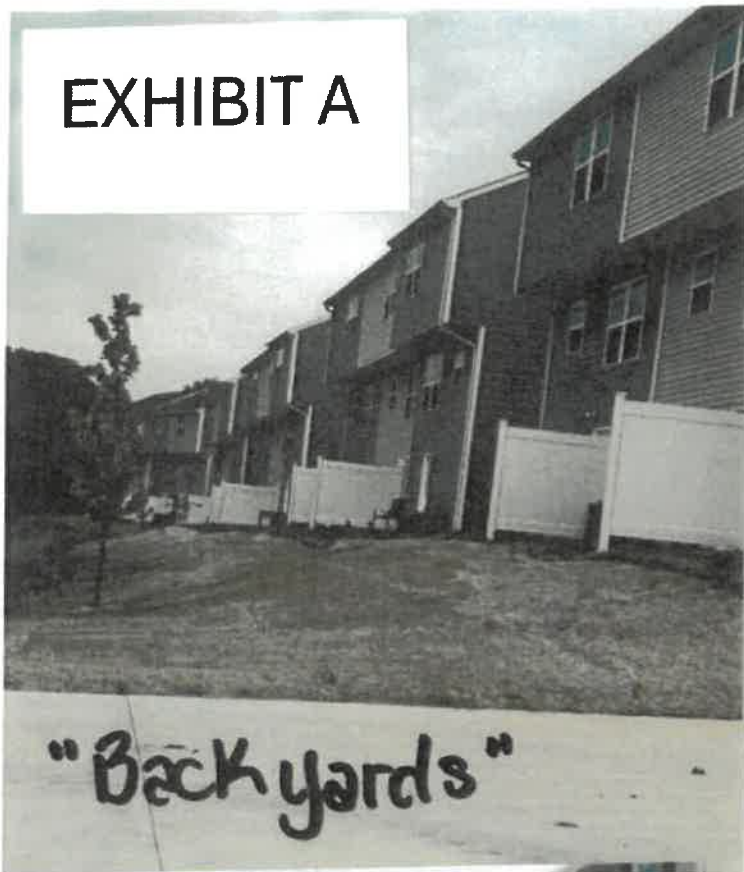
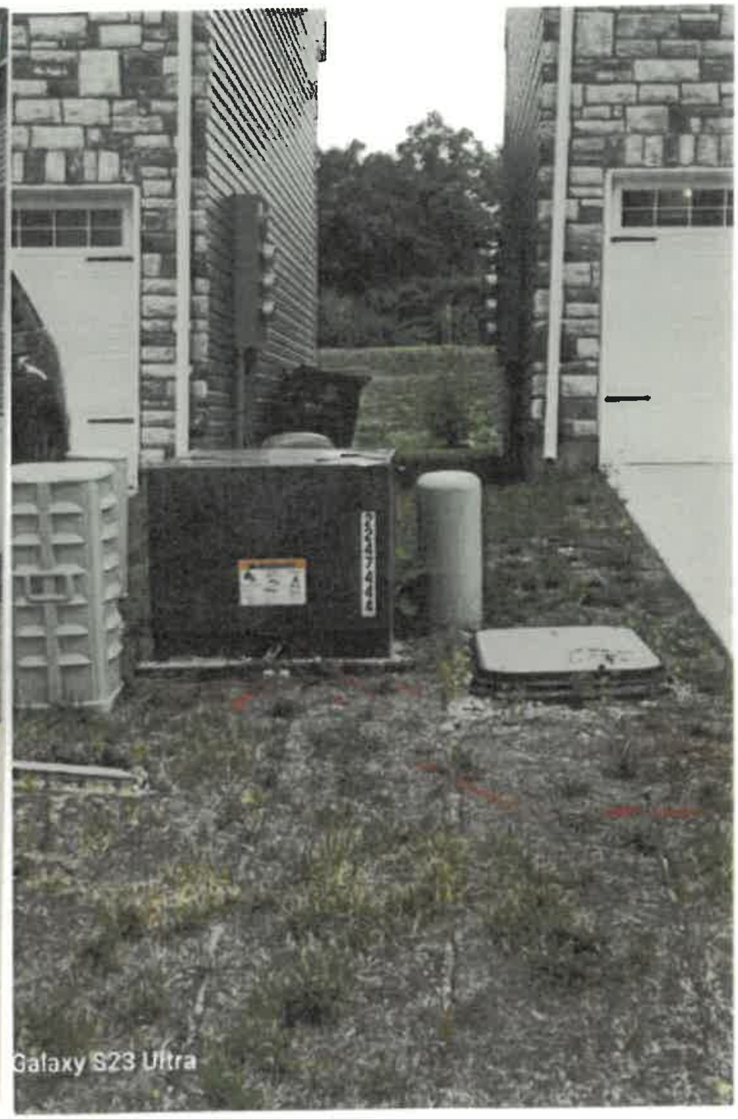
EXHIBIT A

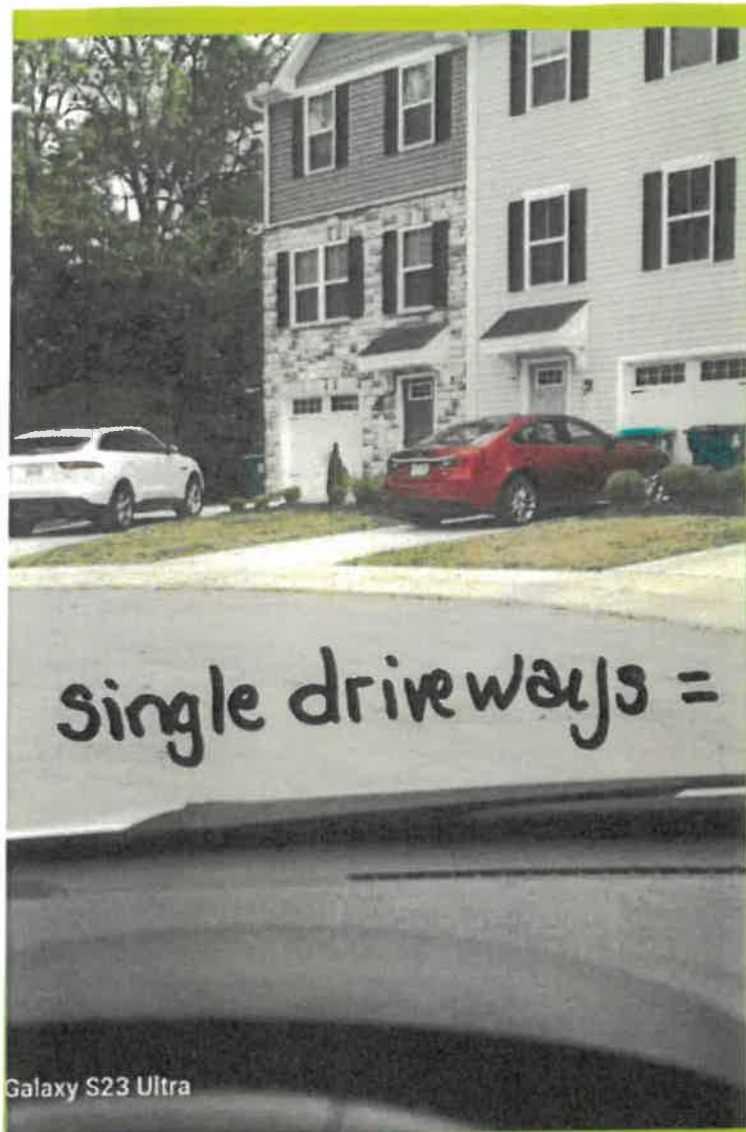


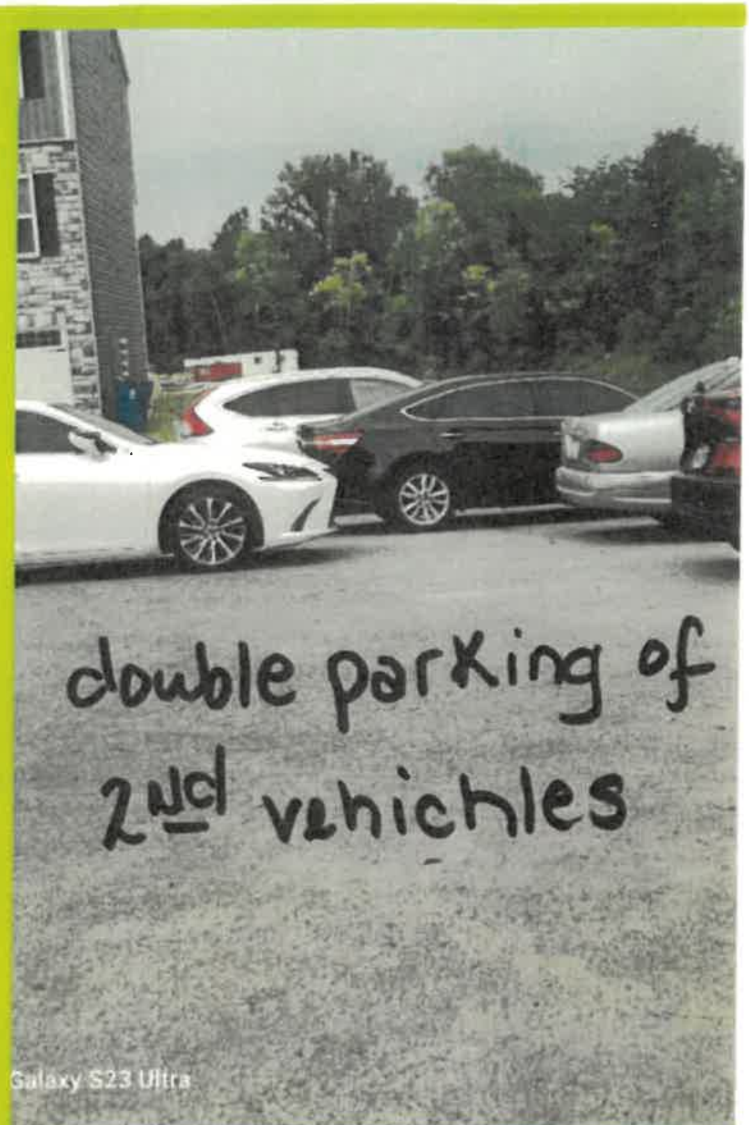
"Backyards"



Crammed!

The 'view'


single driveways =
Galaxy S23 Ultra


double parking of
2nd vehichles
Galaxy S23 Ultra


Street 'parking'
Galaxy S23 Ultra

EXHIBIT B

CESO
cesoinc.com

September 12, 2025

Ben Borton
Public Service Director
City of Vandalia
333 James E Bohanan Memorial Drive
Vandalia, OH 45377

RE: Traffic Generation Summary for Residential Development
Located north of Interstate 70 (I-70), east of Peters Pike in the City of Vandalia, OH

Dear Mr. Borton:

INTRODUCTION

The proposed Residential Development is located north of Interstate 70 (I-70), east of Peters Pike in the City of Vandalia, OH. The site is currently vacant land. The 11.36-acre Residential Development will consist of 87 townhouse units.

This Traffic Generation Letter has been performed in general accordance with locally accepted standards and industry practice. Based on these guidelines, the purpose of this Traffic Statement is to summarize the generated trips for the proposed Residential Development.

SITE DESCRIPTION

The proposed Residential Development is planned to occupy approximately 11.36 acres of land at the site location. The site is surrounded by residential areas. The vicinity map, aerial view, and site plan figure are attached to this letter.

The proposed site includes one (1) stop signed controlled site access along Mulberry Road. The proposed site access are full-access and will allow for through, left-in, left-out, right-in and right-out movements.

EXISTING ROADWAY CONDITIONS

Mulberry Road: Mulberry Road generally has an east/west alignment and is a two-lane undivided roadway. Mulberry Road is a Local Road and under the jurisdiction of the City of Vandalia. The posted speed limit on Mulberry Road in the vicinity of the site is 35 mph.

SITE TRAFFIC GENERATION

Studies of similar developments throughout North America have shown that the amount of traffic generated will be functionally related to some unit of activity (i.e., square footage, housing units). Site traffic fluctuates substantially on different days and hours throughout the day. Therefore, it is imperative to select an appropriate hourly volume on which to base the design of the external roadway and site access facilities. The Weekday AM and PM Peak hours are selected based on the adjacent street traffic during these hours.

The Proposed Development includes the proposed use of the site as a residential development that consists of:

- 87 townhouse units

For analysis purposes, the base variable unit for the trip-generation rates was the number of housing units for the Residential Development. The Development Total Weekday Generated Traffic Volumes (Table 1) were calculated by utilizing data contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition* in combination with methods outlined in the (ITE) *Trip Generation Handbook*.

The Development Total Weekday Generated Traffic Volumes are presented below in Table 1.

Table 1
Development Total Weekday Generated Traffic Volumes

ITE Land Use Description	ITE Cat.	Size	Unit	Total Generated Trips								
				Weekday			AM Peak Hour			PM Peak Hour		
				Tot	In	Out	Tot	In	Out	Tot	In	Out
Passenger Cars												
Single-Family Attached Housing	215	87	Units	612	306	306	40	10	30	48	28	20
ITE Cat. 215 Entering (%)/Exiting (%)				*100%*	*50%*	*50%*	*100%*	*25%*	*75%*	*100%*	*59%*	*41%*

CONCLUSIONS

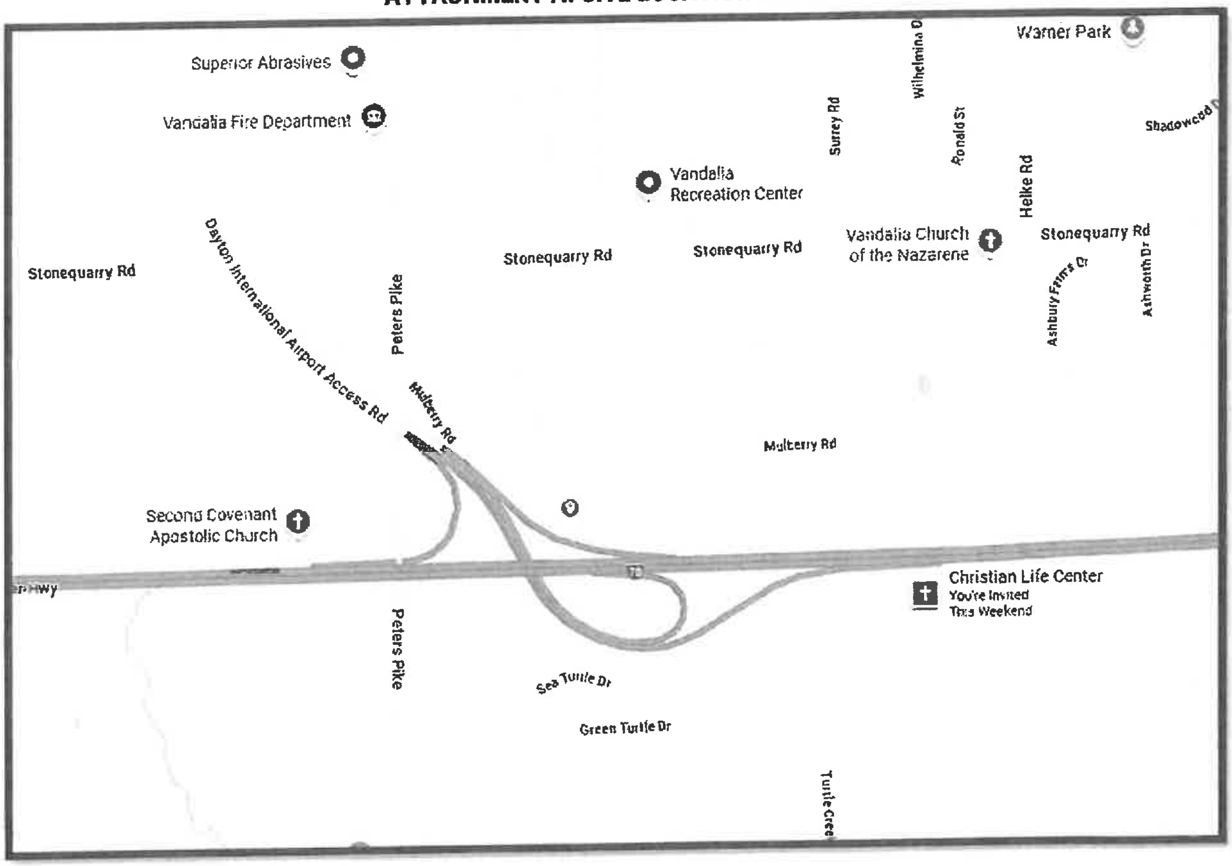
The proposed development is forecasted to generate 612 total trips (306 entering and 306 exiting) during a Weekday, 40 total trips (10 entering and 30 exiting) during the Weekday AM peak hour of the adjacent roadway network, and 48 total trips (28 entering and 20 exiting) during the Weekday PM peak hour of the adjacent roadway network. Based on the proposed site's trip generation, the proposed development will have a minimal impact on the surrounding roadway network. Furthermore, as the development will generate less than 200 total number of trips (entering and exiting) during the highest peak hour, a traffic impact study should not be required for this development.

Please review the above analysis and provide concurrence that the City of Vandalia will not require that a Traffic Impact Analysis (TIA) be performed for this development.

Sincerely,

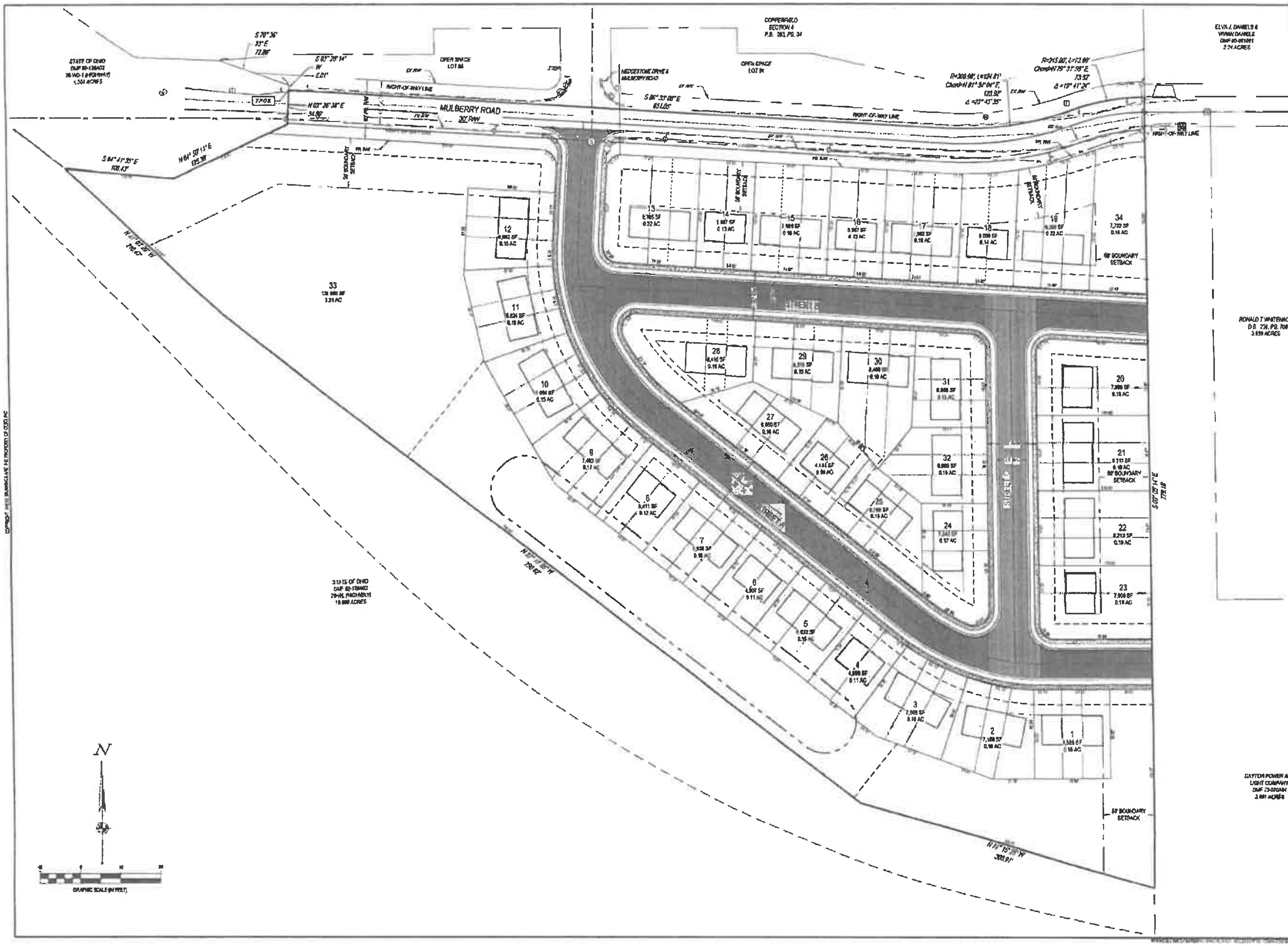
Robert Matko, P.E., P.S., PTOE
Senior Engineering Manager

ATTACHMENT A: SITE LOCATION MAP



ATTACHMENT B: SITE AERIAL

ATTACHMENT C: SITE PLAN



CESO

www.cesoinc.com

REVISION DESCRIPTION | DATE | NO.

DDC MANAGEMENT, LLC.

COPPERFIELD TOWNS

LAYOUT PLAN

ISSUE
PRELIMINARY PLAN
DATE:
01/2022

JOB NO.: T58257
DESIGN: JEE
DRAWN: SJS
CHECKED: JEE

SHEET NO.
3

ATTACHMENT D: ITE LAND CODE SHEETS

Single-Family Attached Housing
(215)

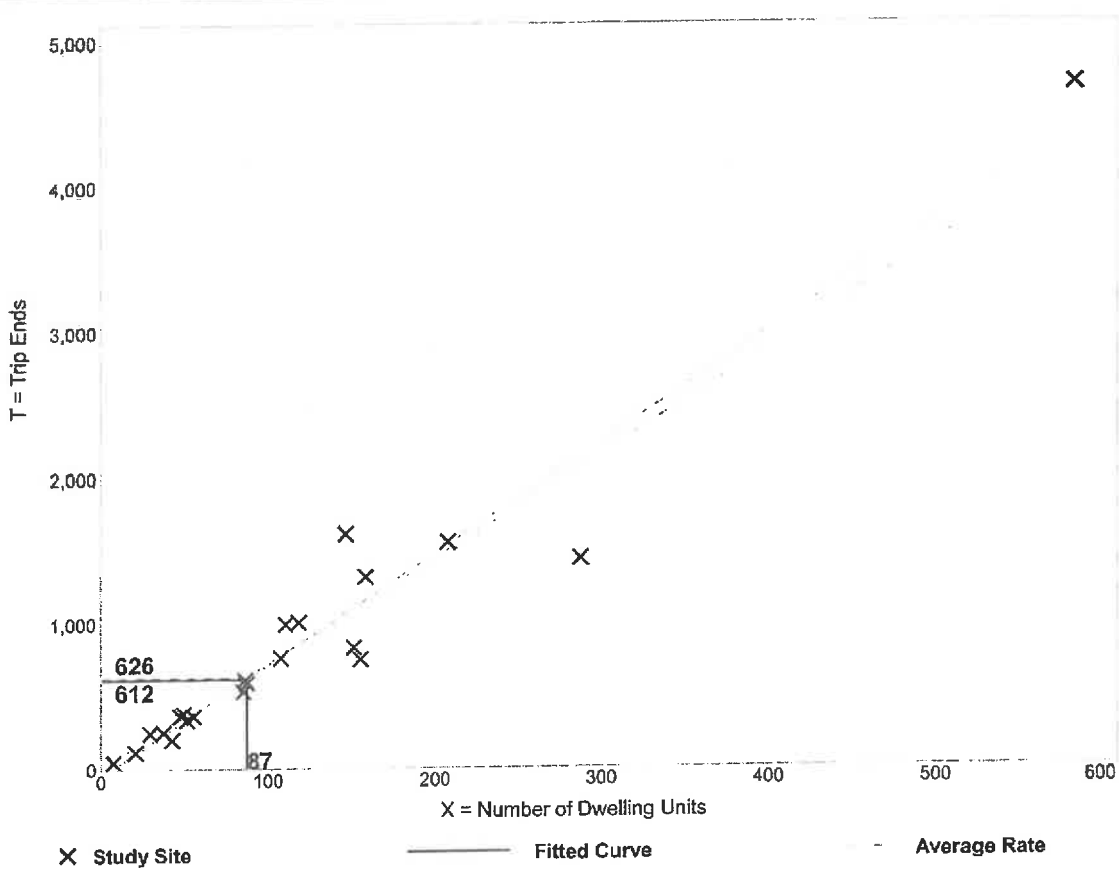
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 22
Avg. Num. of Dwelling Units: 120
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.20	4.70 - 10.97	1.61

Data Plot and Equation



Fitted Curve Equation: $T = 7.62(X) - 50.48$

R^2= 0.94

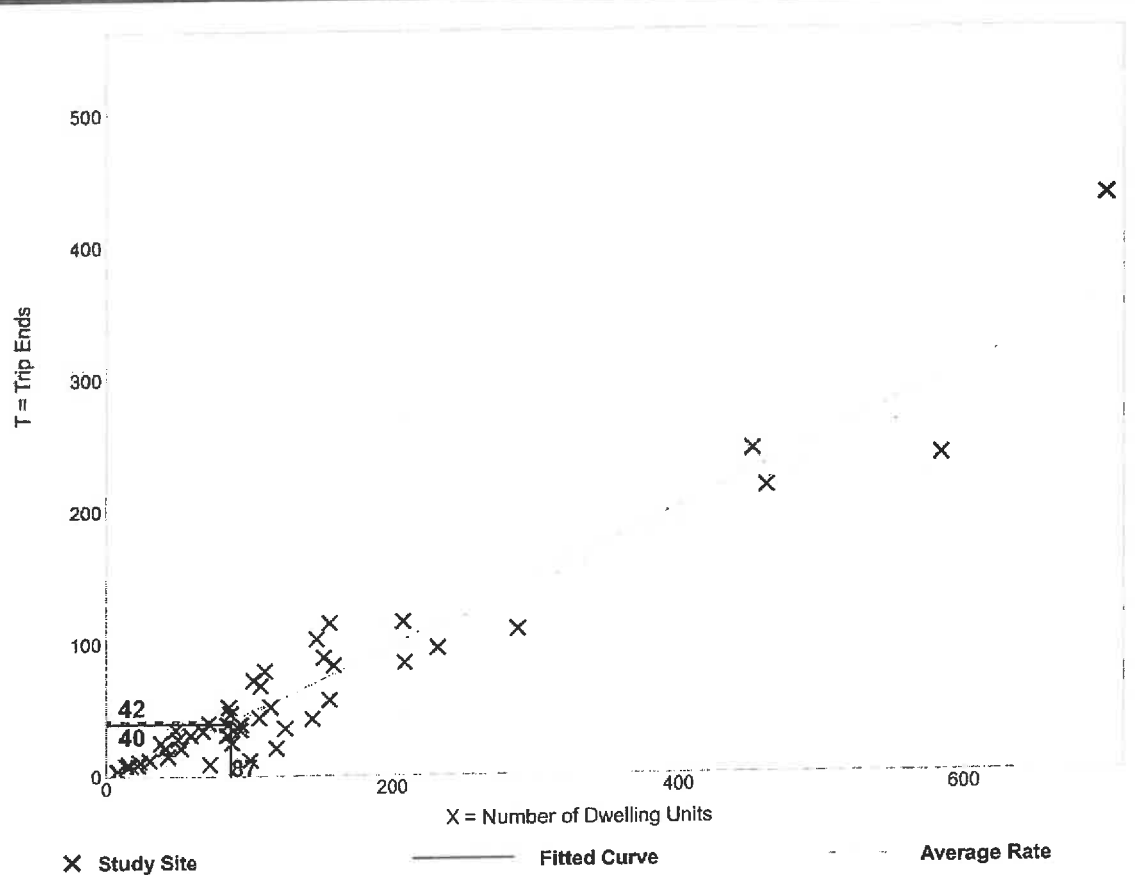
Single-Family Attached Housing
(215)

Vehicle Trip Ends vs:	**Dwelling Units**
On a:	**Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	46
Avg. Num. of Dwelling Units:	135
Directional Distribution:	25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.12 - 0.74	0.14

Data Plot and Equation



Fitted Curve Equation: $T = 0.52(X) - 5.70$

$R^2 = 0.92$

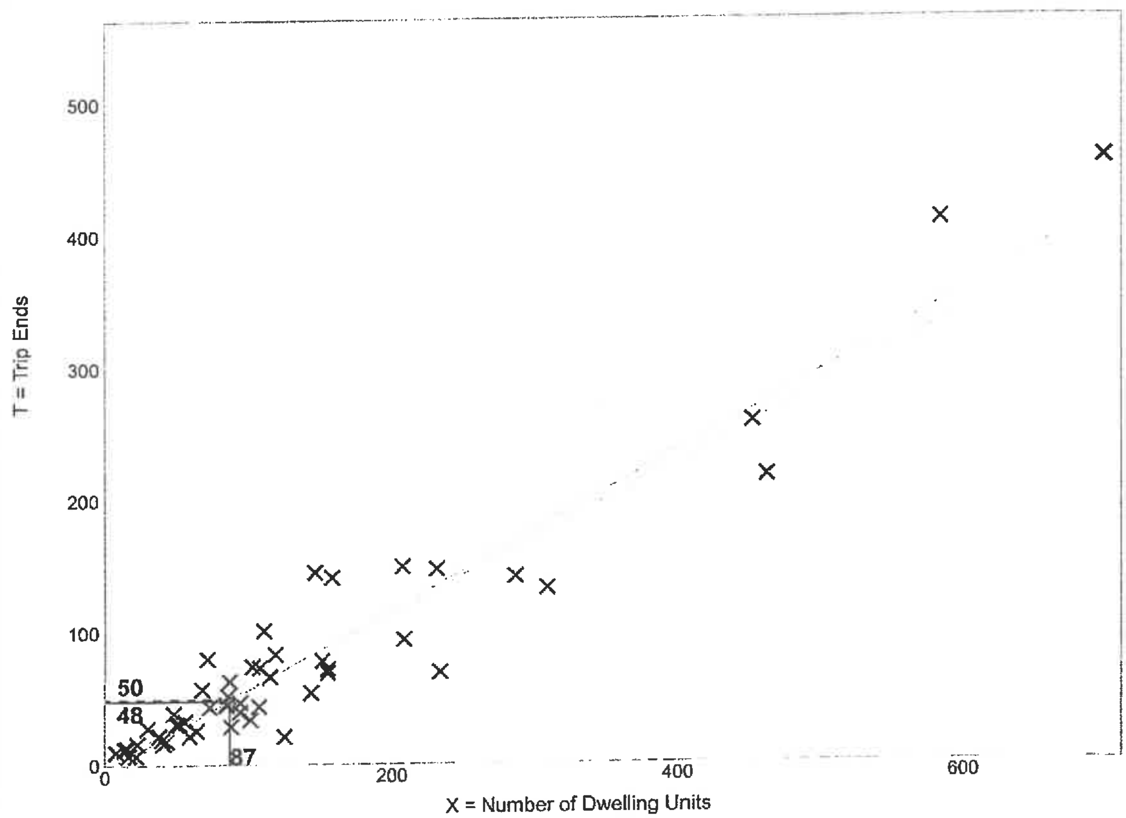
Single-Family Attached Housing
(215)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.**
Setting/Location: **General Urban/Suburban**
Number of Studies: 51
Avg. Num. of Dwelling Units: 136
Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



Fitted Curve Equation: T = 0.60(X) - 3.93

R^2= 0.91

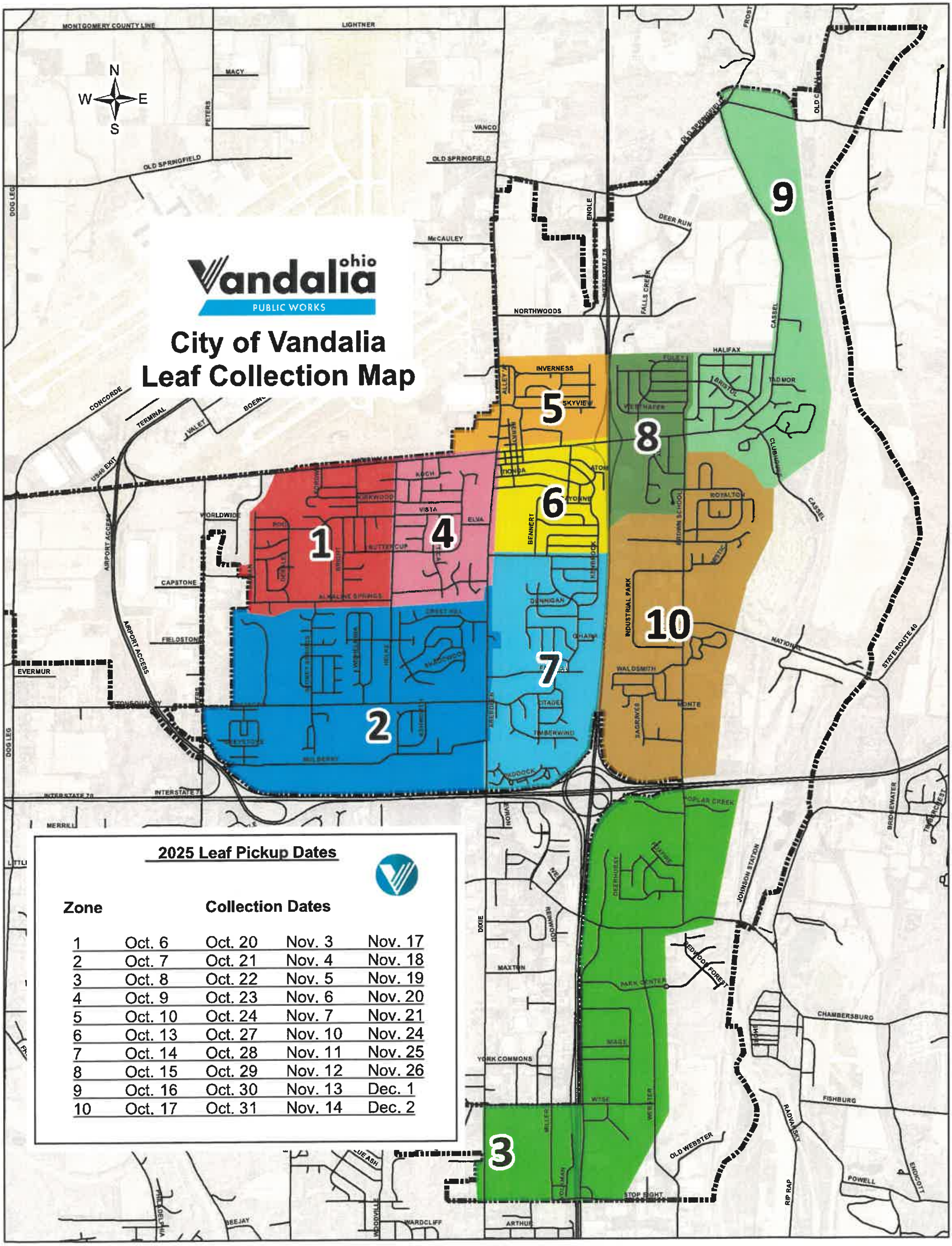
Vandalia Recreation Center

Vandalia Pumpkin Smash

Saturday, November 8 | 11:00am - 1:00pm

Prepare for a smashing good time at our Pumpkin Smash! Bid a gleeful farewell to your Halloween pumpkins in the most spectacular way possible. Grab your gourds and join us for a day of pumpkin-smashing mayhem. From gravity-defying drops to pumpkin bowling, it's a carnival of orange explosions and satisfying splatter. Unleash your inner pumpkin demolition expert and turn ordinary pumpkins into extraordinary memories. Let the smashing commence – it's the ultimate pumpkin farewell party! All pumpkin debris will be composted after the event.

Ages: All ages welcome
Fee: Free to attend
Location: Vandalia Sports Complex Baseball Concession Stand



Vandalia ohio
PUBLIC WORKS

City of Vandalia Leaf Collection Map

2025 Leaf Pickup Dates

Zone	Collection Dates			
1	Oct. 6	Oct. 20	Nov. 3	Nov. 17
2	Oct. 7	Oct. 21	Nov. 4	Nov. 18
3	Oct. 8	Oct. 22	Nov. 5	Nov. 19
4	Oct. 9	Oct. 23	Nov. 6	Nov. 20
5	Oct. 10	Oct. 24	Nov. 7	Nov. 21
6	Oct. 13	Oct. 27	Nov. 10	Nov. 24
7	Oct. 14	Oct. 28	Nov. 11	Nov. 25
8	Oct. 15	Oct. 29	Nov. 12	Nov. 26
9	Oct. 16	Oct. 30	Nov. 13	Dec. 1
10	Oct. 17	Oct. 31	Nov. 14	Dec. 2

CITY OF VANDALIA

MONTGOMERY COUNTY, OHIO

RESOLUTION NO. 25-R-51

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PURCHASE AND SALE AGREEMENT FOR CERTAIN LAND LOCATED IN STONEQUARRY CROSSING AND TO CLOSE ON THE SALE OF SUCH LAND

WHEREAS, the City, has been negotiating the sale of certain land for economic development purposes.

WHEREAS, the parties are interested in entering into a formal purchase and sale agreement for the property; and

WHEREAS, the Council of the City of Vandalia has determined that it is in the best interest of the City to enter into a purchase agreement and sell the property;

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

Section 1. The City Manager, is hereby authorized to negotiate the sale of approximately 23.7 acres of the land in Stonequarry Crossing, being Parcel IDs B02010130002 and B020101030009 including but not limited to negotiating and executing a Purchase and Sale Agreement and related documents for the sale of the property substantially upon the terms and conditions set forth in the proposed non-binding Letter of Intent a copy of which is available for inspection in the Clerk of Council's office.

Section 2. The City Manager is further authorized to take all necessary action and execute all documents reasonable and necessary to consummate the sale and close on the property, including but not limited to the settlement statement and the deed land.

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

Section 4. This Resolution shall be in full force and effect immediately upon its passage.

Passed this 3rd day of November 2025

APPROVED:

____
Richard Herbst, Mayor

ATTEST:

____
Kurt E. Althouse, Clerk of Council

CITY OF VANDALIA

MONTGOMERY COUNTY, OHIO

ORDINANCE 25-27

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF VANDALIA, OHIO DURING THE CALENDAR YEAR ENDING DECEMBER 31, 2026, AND DECLARING AN EMERGENCY

WHEREAS, pursuant to law the City must annually pass an appropriation ordinance and budget for the next ensuing year, and

WHEREAS, the City Manager has presented to Council a proposed budget and related appropriations for calendar year 2026,

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

Section 1. The amounts stated in Exhibit A: Schedule of 2026 Annual Appropriations attached hereto and incorporated herein by reference, are hereby appropriated for the designated funds to provide for personal services and other expenses of the City of Vandalia during said fiscal year ending December 31, 2026.

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

Section 3. The Director of Finance is authorized to make transfers from the General Fund as necessary.

Section 4. In the event that bids for contractual services and equipment exceed amounts estimated for budget purposes, the Director of Finance is hereby authorized to increase appropriations, in the amount exceeding original estimates, upon Council's approval of said bid.

Section 5. 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 at an open meeting of this Council or any of its committees, and that all deliberations of this Council and 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 6. This legislation is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City, and for the further reasons that it is important for the City to timely have its budget in place prior to the new budget year, wherefore, this Ordinance shall be in full force and effect immediately upon its passage.

Passed this 1st day of December 2025.

APPROVED:

Richard Herbst, Mayor

ATTEST:

Kurt E. Althouse, Clerk of Council

Department

General Fund

			2026
Council		Personnel	210,215
		Other Expenditures	143,650
	Total Council		**353,865**
Cultural Arts		Personnel	0
		Other Expenditures	54,300
	Total Cultural Arts		**54,300**
City Manager		Personnel	920,068
		Other Expenditures	1,060,250
	Total City Manager		**1,980,318**
Emerg Operations		Other Expenditures	**1,000**
Information Technology		Personnel	355,265
		Other Expenditures	251,339
	Total Information Technology		**606,604**
Economic Development		Other Expenditures	**2,472,500**
Legal		Personnel	196,685
		Other Expenditures	36,220
	Total Legal		**232,905**
Non-Dept		Other Expenditures	148,742
		Transfers	7,683,609
	Total Non-Dept		**7,832,351**
Finance		Personnel	309,776
		Other Expenditures	244,606
	Total Finance		**554,382**
Tax		Personnel	454,995
		Other Expenditures	591,250
	Total Tax		**1,046,245**
Court		Personnel	1,852,667
		Other Expenditures	185,600
	Total Court		**2,038,267**
Police Administration		Personnel	847,689
		Other Expenditures	88,691
	Total Police - Administration		**936,380**
Police - Operations		Personnel	4,159,937
		Other Expenditures	407,651
	Total - Police - Operations		**4,567,588**
Police - Crime Prevention		Other Expenditures	**4,710**
Police - Support Services		Personnel	1,107,324
		Other Expenditures	199,310
	Total - Police - Support Services		**1,306,634**

Department			
Fire		Personnel	3,725,290
		Other Expenditures	725,009
	Total Fire		**4,450,299**
Engineering Services		Personnel	600,115
		Other Expenditures	262,600
	Total Engineering Services		**862,715**
Public Works		Personnel	288,961
		Other Expenditures	16,710
	Total Public Works		**305,671**
Refuse		Other Expenditures	**1,582,700**
Street Lighting		Other Expenditures	**187,000**
Vehicle Maintenance		Personnel	134,588
		Other Expenditures	58,550
	Total Vehicle Maintenance		**193,138**
Health Services		Other Expenditures	**500**
P&R - Administration		Personnel	226,138
		Other Expenditures	86,700
	Total P&R - Administration		**312,838**
P&R - Park Maintenance		Personnel	980,607
		Other Expenditures	198,200
	Total P&R - Park Maintenance		**1,178,807**
P&R - Recreation		Personnel	268,296
		Other Expenditures	113,850
	Total P&R - Recreation		**382,146**
P&R - Baseball		Personnel	15,750
		Other Expenditures	38,240
	Total - P&R - Baseball		**53,990**
P&R - Soccer		Personnel	9,848
		Other Expenditures	19,040
	Total - P&R - Soccer		**28,888**
P&R - Recreation Center		Personnel	1,098,048
		Other Expenditures	790,658
	Total - P&R - Recreation Center		**1,888,706**
P&R - Cassel Hills Pool		Personnel	0
		Other Expenditures	184,200
	Total - P&R - Cassel Hills Pool		**184,200**
P&R - Senior Center		Personnel	99,709
		Other Expenditures	37,950
	Total - P&R - Senior Center		**137,659**
P&R - Building Maintenance		Personnel	496,100
		Other Expenditures	259,250
	Total - P&R - Building Maintenance		**755,350**

Department			
Grand Total		**Personnel**	**18,358,071**
General Fund		**Other Expenditures**	**10,450,976**
		Capital	**0**
		Transfers	**7,683,609**
			36,492,656
Street Fund		Personnel	619,965
		Other Expenditures	1,586,800
	Total Street		**2,206,765**
State Highway Fund		Other Expenditures	**148,400**
Permissive Motor Vehicle License Fund		Other Expenditures	**58,500**
Law Enforcement Fund		Other Expenditures	**5,400**
Drug Law Enforcement Fund		Other Expenditures	**250**
OMVI E&E Fund		Other Expenditures	**2,000**
OMVI Indigent Fund		Other Expenditures	**50,000**
Comp Legal Research Fund		Personnel	53,903
		Other Expenditures	105,500
	Total Comp Legal		**159,403**
Indigent Drivers Fund		Other Expenditures	**20,000**
Police CPT Fund		Other Expenditures	**0**
American Rescue Plan Act		Personnel	**0**
		Other Expenditures	**0**
			0
FEMA Special Revenue Fund			**0**
Stormwater Fund		Personnel	361,127
		Other Expenditures	280,837
	Total Stormwater		**641,964**
OneOhio Opioid Settlement Fund			**0**
Job Creation and Revitalization Fund			**1,000,000**
Infrastructure Fund			**198,195**
Court Projects Special Revenue Fund		Personnel	**156,926**
Employee Retirement Reserve Fund		Personnel	**502,206**
Crisis Intervention Training Fund			**94,000**

Department
Capital Improvement Fund

Council	Other Expenditures	0
Cultural Arts	Other Expenditures	0
City Manager	Other Expenditures	80,000
Emerg Operations	Other Expenditures	0
Information Technology	Other Expenditures	248,000
Economic Development	Other Expenditures	0
Legal	Other Expenditures	0
Finance	Other Expenditures	0
Tax	Other Expenditures	0
Court	Other Expenditures	0
Engineering Services	Other Expenditures	35,000
Public Works	Other Expenditures	0
Vehicle Maintenance	Other Expenditures	0
P&R - Administration	Other Expenditures	7,200
P&R - Park Maintenance	Other Expenditures	393,500
P&R - Recreation	Other Expenditures	0
P&R - Baseball	Other Expenditures	10,000
P&R - Soccer	Other Expenditures	0
P&R - Recreation Center	Other Expenditures	444,000
P&R - Cassel Hills Pool	Other Expenditures	70,000
P&R - Senior Center	Other Expenditures	125,000
P&R - Building Maintenance	Other Expenditures	147,500
Total Capital Improvement Fund		**1,560,200**

Department			
Police-Fire-Street-CIP Fund			
Police - Adminstration		Other Expenditures	0
Police - Operations		Personnel	298,687
		Other Expenditures	424,000
			722,687
Police - Support Services		Other Expenditures	0
Fire		Personnel	269,111
		Other Expenditures	555,440
			824,551
Public Works		Other Expenditures	9,762,816
	Total Police-Fire-Street-CIP Fund	**Personnel**	**567,798**
		Other Expenditures	**10,742,256**
			11,310,054
TIF Capital Projects Fund		Other Expenditures	**37,875**
Stonequarry Crossings TIF Fund		Other Expenditures	**15,500**
Facilities Improvement Reserve Fund		Other Expenditures	**805,200**
Fire Equipment Fund		Other Expenditures	**0**
OPWC Fund		Other Expenditures	**0**
CDBG Fund		Other Expenditures	**50,000**
G.O. Debt Service Fund		Other Expenditures	**2,332,000**
Golf Fund			
Operations		Personnel	171,555
		Other Expenditures	174,484
	Total Operations		**346,039**
Food Service		Personnel	134,529
		Other Expenditures	76,793
	Total Food Service		**211,322**
Course Maintenance		Personnel	330,250
		Other Expenditures	415,235
	Total Course Maintenance		**745,485**
Building Maintenance		Personnel	0
		Other Expenditures	54,150
	Total Building Maintenance		**54,150**
	Total Golf Fund	**Personnel**	**636,334**
		Other Expenditures	**720,662**
			1,356,996
Water Fund		Personnel	1,031,100
		Other Expenditures	4,932,177
	Total Water		**5,963,277**

Department			
Sewer Fund		Personnel	1,021,960
		Other Expenditures	3,393,046
	Total Sewer		**4,415,006**
Hospital Care Trust Fund		Other Expenditures	**3,000,000**
			72,582,773

Memo

Vandalia ohio
FINANCE DEPARTMENT

To: Kurt Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: October 29, 2025

Re: 2026 Proposed Budget

The 2026 Proposed Budget is complete, and legislation has been prepared for Council consideration. There were three changes applied to the proposed budget after the second budget workshop, and they are as follows:

- Removal of 2030 Capital request in the Capital Improvement Fund – Art Park Solar Pathway lighting ($310,000).
- Reduction of street resurfacing costs 2026-2030 in the Street Fund by a total of $1,000,000.
- Increased costs for street resurfacing 2026-2030 in the Police-Fire-Street CIP Fund by a total of $1,000,000.

Once the year 2025 has been closed and balanced in early 2026, the actual final revenue and expense amounts will be entered into the new budget software (Cleargov), and a 2025 Final – 2026 Budget Digital Book will be created, available and distributed in late February 2026 in both electronic and paper formats.

CITY OF VANDALIA

MONTGOMERY COUNTY, OHIO

ORDINANCE NO. 25-28

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF $18,000,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE CITY'S FACILITIES BY CONSTRUCTING, FURNISHING AND EQUIPPING A PUBLIC WORKS COMPLEX, INCLUDING RELATED SITE IMPROVEMENTS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this City Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 1, the estimated maximum maturity 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 City Council that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five (5) years, the estimated maximum maturity of the Bonds described in Section 1 is at least twenty (20) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is two hundred forty (240) months;

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 $18,000,000 (the "*Bonds*") for the purpose of paying the costs of improving the City's facilities by constructing, furnishing and equipping a public works complex, including related site improvements, together with all necessary and related appurtenances thereto (the "*Improvement*").

Section 2. The Bonds shall be dated approximately December 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 twenty (20) 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, 2027.

Section 3. It is necessary to issue and this City Council determines that notes in the maximum principal amount of $18,000,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds for the purpose described in Section 1 and to pay the costs of the Improvement and any financing costs. The principal amount of Notes to be issued (not to exceed the stated maximum principal 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 is necessary to pay the costs of the Improvement and 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 the 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).

"*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 and the Certificate of Award. 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 City 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 and/or the Certificate of Award 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 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.

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, as bond counsel, 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 Director of Finance 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 City 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 City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees, and that all deliberations of this City 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 coordinate the sale of the Notes with the timely execution of one or more contracts relating to the Improvement; wherefore, this Ordinance shall be in full force and effect immediately upon its passage provided it receives the affirmative vote of five Council members; otherwise, it shall take effect and be in force at the earliest period allowed by law.

Passed this _____ day of _____________, 2025.

APPROVED:

____
Richard Herbst, Mayor

ATTEST:

____
Kurt Althouse
Clerk of Council

Memo

Vandalia ohio
FINANCE DEPARTMENT

To: Kurt Althouse, City Manager

From: Bridgette Leiter, Director of Finance

Date: October 29, 2025

Re: Capital Facilities Notes, Series 2025 (Public Works Facility)

In preparation for the upcoming Public Works Facility project, the City will be securing funds by the issuance and sale of notes in the maximum principal amount of $18,000,000 in anticipation of the issuance of bonds at a later date. The interest rate on the note shall not exceed 6.00% and will mature on December 1, 2026.

Issuing a one-year renewal note will provide flexibility to monitor the interest rate and allow for the opportunity to pay down additional funds received through grant funding or planned budgeting at maturity in 2026 and assist in the decision-making process to either continue with the issuance of renewal notes or switch to bonds.

The difference in financing between notes and bonds is with notes the interest rate varies each year, and issuance costs are assessed with each annual borrowing; bonds include a fixed interest rate and issuance costs, albeit higher, but are only assessed at the initial borrowing.

SQUIRE PATTON BOGGS

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Christopher J. Franzmann
M +1 614 537 9493
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October 27, 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) $18,000,000 Capital Facilities 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 $30,000, 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, 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: ______________________________

FISCAL OFFICER'S CERTIFICATE

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

As fiscal officer of the City of Vandalia, Ohio, I certify in connection with your proposed issue of notes in the maximum principal amount of $18,000,000 (the "*Notes*"), to be issued in anticipation of the issuance of bonds (the "*Bonds*") for the purpose of paying the costs of improving the City's facilities by constructing, furnishing and equipping a public works complex, including related site improvements, together with all necessary and related appurtenances thereto (the "*Improvement*"), that:

1. The estimated life or period of usefulness 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 Revised Code, is at least twenty (20) years, being my estimate of the life or period of usefulness of the Improvement. If and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than twenty (20) years but in excess of five years, then the maximum maturity of the Bonds would still be at least twenty (20) years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of twenty (20) 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, the period in excess of those five years shall be deducted from that maximum maturity of the Bonds.

3. The maximum maturity of the Notes is two hundred forty (240) months.

Dated: October ___, 2025

____

Director of Finance
City of Vandalia, Ohio

STANDBY NOTE
PURCHASE AGREEMENT

Dated as of December ___, 2025

among

TREASURER OF THE STATE OF OHIO
"Treasurer"

CITY OF VANDALIA, OHIO
"Issuer"

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
"Paying Agent"

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STANDBY NOTE PURCHASE AGREEMENT

THIS STANDBY NOTE PURCHASE AGREEMENT, entered into as of December ___, 2025, by and among the TREASURER OF THE STATE OF OHIO acting not individually but in his/her official capacity as an officer of the State (the "Treasurer"), the CITY OF VANDALIA, OHIO (the "Issuer") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the "Paying Agent");

WITNESSETH THAT:

WHEREAS, the Treasurer has accepted the Issuer into the Ohio Market Access Program (the "Program") to provide further assurance to the Issuer and the holder of those certain $__________ Capital Facilities Notes, Series 2025, of the Issuer dated December ___, 2025 (the "Notes"), that principal of and interest on the Notes will be fully paid at maturity; and

WHEREAS, to participate in the Program, the Issuer has requested that the Treasurer, under authority of Ohio Revised Code (ORC) Section 135.143(G), enter into this Agreement providing for (a) the purchase of the Notes for which the Issuer has failed, by the Renewal Date, to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity, to be deposited with the Paying Agent (the "Unpaid Notes") or (b) the purchase of renewal notes of the Issuer, the proceeds of which will be applied to cause adequate funds for the payment at maturity of all principal and interest due thereon at maturity of the Notes, to be deposited with the Paying Agent for payment to the holder (the "Renewal Notes"); and

WHEREAS, the Issuer has represented to the Treasurer that the Notes are in form and substance satisfactory to the Treasurer and include provision for the required Renewal Note Rate or After Maturity Rate, as defined herein; and

WHEREAS, the Treasurer is authorized under ORC Section 135.143(G) to enter into this agreement with the Issuer to purchase such Notes for investment of interim funds of the State of Ohio; and

WHEREAS, the Paying Agent is made a party hereto at the direction of the Issuer in order to ensure adequate funds for the payment at maturity of all principal and interest due thereon at maturity to be deposited with holder, and if necessary, to provide for the orderly transfer and registration of Unpaid Notes to the Treasurer; and

WHEREAS, the parties wish to express herein the terms and conditions under which the Treasurer will purchase Unpaid Notes or Renewal Notes; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I.
CERTAIN DEFINED TERMS

SECTION 1.01 Definitions. As used in this Agreement the following terms shall have the following meanings:

"After Maturity Rate" means, with respect to any Unpaid Note, the rate per annum set forth in the Note Legislation which, for purposes of this Agreement, is the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

"Agreement" means this Standby Note Purchase Agreement, as the same may be amended in writing, from time to time.

"Business Day" means any day other than a Saturday, a Sunday, or a day on which banks in Columbus, Ohio or New York, New York are required or authorized by law to remain closed.

"Closing Date" means the date of issuance and delivery of the Notes.

"Escrow Funds" means any funds required to be held in a segregated escrow fund in the name of the Treasurer with the Paying Agent pursuant to Section 2.02(a) of this Agreement.

"Governing Body" means the City Council of the Issuer.

"Gross Purchase Price" means with respect to any Note, 100% of the face amount of such Note, plus interest accrued to its Maturity Date.

"Issuer" means the Issuer as set forth in the recitals.

"Maturity Date" means December ___, 2026.

"Net Purchase Price" means, with respect to any Unpaid Note, the Gross Purchase Price less any amounts paid to the Treasurer relating to such Unpaid Note.

"Note Funding Date" means five (5) Business Days prior to the Maturity Date.

"Note Legislation" means, with respect to the Issuer, Ordinance No. 25-___ passed on November ___, 2025, by the Governing Body authorizing, among other things, the issuance of its Note and the execution and delivery of this Agreement.

"Notes" means the General Obligation Notes of the Issuer identified, and in the amounts set forth, in the preamble hereto.

"Notification Date" means thirty (30) days prior to the Maturity Date.

"Official Statement" means the official statement or other offering document, if any, authorized by the Issuer in connection with the offering of the Notes or Renewal Notes, as the case may be.

"Paying Agent" means the Paying Agent as set forth in the recitals.

"Paying Agent Agreement" means the agreement between the Issuer and the Paying Agent dated as of the date hereof.

"Potential Unpaid Note" means a Note for which the Issuer has not, by 1:00 p.m. Ohio time on the Note Funding Date (i) deposited sufficient funds in the appropriate account created with respect to the Note under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Note on the Maturity Date or (ii) delivered to the Treasurer and Paying Agent a Renewal Certificate.

"Program" means the Ohio Market Access Program of the Treasurer.

"Program Materials" means the application to participate in the Program and related documents establishing the terms and conditions necessary to qualify for acceptance into the Program.

"Renewal Certificate" means a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to maturity.

"Renewal Date" means any date, mutually agreed to by the Issuer and the Treasurer, at least one (1) Business Day prior to the Maturity Date.

"Renewal Note" has the meaning set forth in the recitals.

"Renewal Note Legislation" means, with respect to the Issuer, the ordinance passed by the Governing Body authorizing, among other things, the issuance of the Renewal Note.

"Renewal Note Rate" means, with respect to any Renewal Note, the rate per annum set forth in the Note Legislation which, for purposes of this Agreement, is the one-year benchmark on the Municipal Market Data (MMD) AAA scale on the date the Note Legislation is authorized plus 400 basis points, or the highest rate as may then be permitted by law, whichever is lower.

"Tax-exempt" shall mean, with respect to an obligation, that interest thereon is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

"Treasurer" means the Treasurer of the State of Ohio.

"Unpaid Note" means a Note for which there are not sufficient funds on deposit, by 9:00 a.m. Ohio time on the Maturity Date, in the appropriate account created with respect to the Note under the Paying Agent Agreement, to provide for the full payment of all amounts due on such Note on the Maturity Date.

SECTION 1.02 Use of Phrases. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 1.01 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.

SECTION 1.03 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding".

SECTION 1.04 Legend. A Note contemplated pursuant to this Agreement shall have the following legend included on its face:

"The holder of this Note hereby consents to the registration of this Note in the name of the Treasurer of the State of Ohio (the "Treasurer") upon the receipt from the Treasurer of the full payment of principal and interest due at maturity on such Note on or before the date of maturity, provided that, in the case of a note held in a book-entry system by a depository, the interest of the Treasurer shall be noted in accordance with the procedures established by the Depository. In the case of an unregistered Note, such registration in the name of the Treasurer shall be demonstrated by a notation on the face of this Note of such transfer of ownership."

ARTICLE II.
PURCHASE OF RENEWAL OR UNPAID NOTES

SECTION 2.01 Obligation to Purchase Renewal Notes.

(a) On the Notification Date, the Paying Agent shall send written notice in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to Exhibit A hereof.

(b) Not later than 3:00 p.m. Ohio time on the Note Funding Date, the Paying Agent shall notify the Treasurer and the Issuer of the existence of a Potential Unpaid Note. Upon receiving such notice, the Issuer shall take all actions that may be necessary, including, but not limited to, the conditions in Section 3.04 hereof, to authorize, execute, and deliver or cause to be delivered Renewal Notes to the Treasurer on the Renewal Date.

(c) The Treasurer's obligation to purchase Renewal Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that (i) such obligation shall be limited to an obligation to purchase the Renewal Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12), (ii) the Renewal Notes have been validly authorized, executed and delivered pursuant to Section 3.03 hereof and (iii) the conditions in Section 3.04 have been satisfied. The Treasurer's obligation to purchase Renewal Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.02 Obligation to Purchase Unpaid Notes.

(a) The Treasurer shall cause the Gross Purchase Price of any Potential Unpaid Note to be delivered to the Paying Agent by wire transfer not later than 11:00 a.m. Ohio time on the Renewal Date and the Paying Agent shall promptly confirm receipt of such funds by facsimile or electronic transmission to the Treasurer and shall hold the funds in a segregated escrow fund held in the name of the Treasurer (the "Escrow Funds").

(b) On the Maturity Date, if the Issuer has not deposited the Gross Purchase Price of the Notes with the Paying Agent by 9:00 a.m. Ohio time, the Paying Agent shall send written notice in compliance with Section 4.01 herein to the Treasurer and the Issuer in a form and substance substantially similar to Exhibit B hereof, and the Treasurer shall be obligated to purchase the Unpaid Note at the Gross Purchase Price thereof. The Paying Agent shall apply the Escrow Funds to purchase the Unpaid Notes, and upon such purchase, the Paying Agent shall register the Unpaid Note in the name of the Treasurer and, if required, make the appropriate notation on the face of the Unpaid Note pursuant to its terms and Section 1.04 hereto. If the Escrow Funds are not required under this Section 2.02(b), they shall be wired to the Treasurer's account within one (1) Business Day.

(c) The Treasurer's obligation to purchase Unpaid Notes, as set forth in this Agreement, is unconditional and irrevocable, provided that such obligation shall be limited to an obligation to purchase the Unpaid Notes by the liquidity fund of the state treasury as an investment of interim funds of the State pursuant to Revised Code Section 135.143(A)(12). The Treasurer's obligation to purchase Unpaid Notes does not constitute a general obligation of the State or a pledge of the full faith and credit or taxing power of the State or any political subdivision thereof.

SECTION 2.03 Required Actions Following Purchase of Unpaid Notes. Following purchase of the Unpaid Notes by the Treasurer pursuant to Section 2.02:

(a) The Unpaid Notes shall bear interest from and after the Maturity Date at the After Maturity Rate, until paid in full, as expressed on the face of the Note. The Issuer shall use its best efforts to make full and prompt payment of all amounts due on the Unpaid Notes. Payments made on Unpaid Notes by the Issuer shall be accounted for by the Treasurer until the Treasurer shall have received payment in an amount equal to the Net Purchase Price for the Unpaid Note plus interest on the entire principal balance thereof calculated at the After Maturity Rate, from the Maturity Date to the date of payment.

(b) Upon registration of the Unpaid Note in the name of the Treasurer, or if unregistered, upon satisfaction of the terms of Sections 1.04 and 2.02 herein and delivery of the Unpaid Note to the Treasurer at the address provided pursuant to Section 4.01 herein, the obligations of the Paying Agent under this Agreement shall be deemed satisfied in full.

SECTION 2.04 Remedies. The Treasurer shall have only such remedies as are specified in the Note and as are available under applicable law, including but not limited to Revised Code Section 321.35, for collection of unpaid amounts.

In the case of an Unpaid Note not held in a book-entry system in the custody of a depository, upon receipt of payment in full of all amounts due with respect to an Unpaid Note, the

Treasurer shall cancel the Unpaid Note, and return the Unpaid Note marked "Paid in Full," to the Issuer.

In the case of an Unpaid Note held in a book-entry system in the custody of a depository, the Treasurer's interest in such Note shall be terminated in accordance with the procedures established by the depository.

SECTION 2.05 Fees. The Treasurer shall receive, as compensation for the agreements and covenants entered into herein, a fee in the amount of [_____ Thousand _____ Hundred and 00/100 Dollars ($_____.00)] plus expenses incurred relating to the execution of this Agreement, to be paid from proceeds of the sale of the Notes. The fee shall be due and payable by the Issuer concurrently with the delivery of the Notes to the Paying Agent.

ARTICLE III.
TERMS OF PURCHASE OF RENEWAL NOTES

In the event that the Treasurer purchases a Renewal Note of the Issuer pursuant to Section 2.01(b) hereof, the Treasurer and the Issuer agree as follows, in consideration of their mutual covenants and agreements:

SECTION 3.01 Terms of the Renewal Note. Upon the terms and conditions and upon the basis of the representations set forth herein, the Treasurer hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Treasurer, all (but not less than all) of the Renewal Notes at the Gross Purchase Price. The Renewal Note shall (a) bear interest (computed on the basis of a 365- or 366-day year, as applicable) at the Renewal Note Rate, payable at maturity, as set forth in a certificate of award, (b) be dated as of the Renewal Date, and, (c) unless alternate terms are authorized by written consent of the Treasurer, shall be in a principal amount not in excess of (i) the Gross Purchase Price of the Notes or (ii) 100% of the par amount of the Renewal Notes. The Renewal Notes shall mature not more than one year after the Renewal Date and shall be prepayable at any time with thirty (30) days written notice in compliance with Section 4.01 herein to the Treasurer at a price of par plus accrued interest to the date of prepayment.

SECTION 3.02 Issuer Representations and Warranties. The Issuer represents, warrants, covenants and agrees with the Treasurer that:

(a) The Issuer is and will be at the Closing Date, duly organized and existing under and by virtue of the Constitution and laws of the State of Ohio and has full power and authority thereunder and under the Renewal Note Legislation: (i) to issue, sell and deliver the Notes to their original purchaser; (ii) sell and deliver the Renewal Notes to the Treasurer as provided in Article III herein and (ii) to carry out and consummate all transactions contemplated by this Agreement and the Notes;

(b) When delivered to and paid for by the Treasurer on the Renewal Date in accordance with the provisions hereof, the Renewal Notes will have been duly authorized, executed, issued and delivered and will constitute legal, valid and binding general obligations of the Issuer payable from the proceeds of bonds in anticipation of which the Renewal Notes shall be issued and the levy of ad valorem property taxes;

(c) The execution and delivery of the Renewal Notes, and compliance with the provisions thereof, under the circumstances contemplated hereby and thereby, will not (i) violate the Constitution or laws of the State of Ohio, or any existing law, rule, regulation, order, writ, judgment, injunction, decree, or determination of any court, regulatory agency or other governmental unit by which the Issuer is bound, or (ii) conflict with, result in a breach of, or constitute a default under any existing resolution, indenture of trust or mortgage, loan or credit agreement, or any other existing agreement or instrument to which the Issuer is a party or by which the Issuer may be bound;

(d) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against the Issuer, which in any way questions the powers of the Issuer referred to in paragraph (a) above, or the validity of any proceedings taken by the Issuer in connection with the issuance of the Notes, or wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by, or the validity or enforceability of, this Agreement, the Notes, the Renewal Notes or the documents signed or to be signed by the Issuer in connection with the issuance of the Notes or the Renewal Notes;

(e) The Issuer has (i) duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Notes, and (ii) prior to their issuance, the Issuer shall have duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained in, the Renewal Notes; and

(f) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Notes have been obtained.

SECTION 3.03 Delivery of the Renewal Note. No later than 9:00 a.m. Ohio time on the Renewal Date, or such earlier time as the Issuer and the Treasurer shall mutually agree upon, (a) the Issuer will deliver or cause to be delivered to the Paying Agent for registration at such place as the Issuer and the Paying Agent may mutually agree upon, the Renewal Notes in definitive form, duly executed by the Issuer; and (b) the Treasurer will wire or cause to be delivered to the appropriate account of the Issuer, created with respect to the Note under the Paying Agent Agreement, the purchase price of the Renewal Notes, in immediately available funds, or such other funds or method of payment as may be mutually agreed upon by the Issuer, the Treasurer and the Paying Agent; provided that such purchase price shall be no more than the Gross Purchase Price of the Notes unless the Treasurer shall agree in writing otherwise.

SECTION 3.04 Conditions to Closing. The Treasurer has entered into this Agreement in reliance upon the Issuer's representations and agreements herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Renewal Date. The Treasurer's obligations hereunder are and shall be subject to the following further conditions (any or all of which may be waived by the Treasurer in its discretion):

(a) At the Renewal Date, the Issuer shall have duly passed and there shall be in full force and effect such legislation as, in the opinion of a nationally recognized bond counsel, shall be necessary in connection with the transactions contemplated hereby;

(b) The Treasurer shall have the right to cancel its obligation under Section 2.01(b) and Article III herein to purchase the Renewal Notes if any of the documents, certificates or opinions to be delivered to the Treasurer hereunder is not delivered on the Renewal Date, or if, between the date hereof and the Renewal Date, legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Renewal Date, or a decision of a court of the United States shall be rendered, or a stop order, ruling, regulation or proposed regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the Renewal Notes, or any other obligations of any similar public body of the general character of the Issuer, is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the issuance, sale or delivery of the Renewal Notes as contemplated hereby or of obligations of the general character of the Renewal Notes; and

(c) On the Renewal Date, the Treasurer shall receive the following documents:

(1) One executed or certified copy of the Renewal Note Legislation;

(2) A certificate, dated as of the Renewal Date, duly executed by the fiscal officer of the Governing Body to the effect that there are no pending, or to their knowledge, threatened legal proceedings which will materially adversely affect the transactions contemplated hereby or the validity or enforceability of the Renewal Notes;

(3) One original transcript of all proceedings relating to the authorization and issuance of the Renewal Notes;

(4) An opinion of nationally recognized bond counsel dated the Renewal Date stating that the Renewal Notes have been validly issued, interest is excluded from gross income for federal income tax purposes, and the Renewal Notes are exempted from registration under the 1933 Act, each to the same extent that interest on the Notes is so excluded; and

(5) Such additional legal opinions, certificates, proceedings, instruments, and other documents, as the Treasurer or its counsel may reasonably request to evidence compliance by the Issuer with legal requirements relating to the issuance of the Renewal Notes, the truth and accuracy, as of the Renewal Date, of all representations herein contained and the due performance or satisfaction by the Issuer at or prior to such date of all agreements then to be performed and all conditions then to be satisfied as contemplated hereunder.

If the Issuer shall be unable to satisfy the conditions to the Treasurer's obligations contained in this Article III, the Treasurer's obligations under Section 2.01 shall be terminated and the Treasurer's obligations under Section 2.02 shall be effected.

ARTICLE IV.
MISCELLANEOUS

SECTION 4.01 Notices. All notices, requests and other communications provided for hereunder shall be in electronic, telephonic or written form and shall be given to the party to whom sent, addressed to it, at its address, telephone, facsimile number or similar electronic means set forth below or such other address, telephone, facsimile number or similar electronic means as such party may hereafter specify for the purpose by notice to the other parties set forth below. Each such notice, request or communication shall be effective (i) if given by telephone, facsimile or similar electronic means, when such communication is transmitted to the address specified below and any appropriate answer back is received, (ii) if given by mail, three (3) Business Days after such communication is deposited in the mails with first-class postage prepaid, addressed as aforesaid, (iii) if given by any other means, when delivered at the address specified below:

(a) if to the Treasurer:

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department
Telephone No.: (614) 466-3511
Facsimile No.: (614) 466-2499
investments@tos.ohio.gov

(b) if to the Issuer:

City of Vandalia, Ohio
333 James E. Bohanan Memorial Drive
Vandalia, Ohio 45377
Attention: Bridgette M. Leiter, Director of Finance
Telephone No.: (937) 898-5891
Facsimile No.: (937) 415-2360
bleiter@vandaliaohio.org

or (iv) in any of the foregoing cases, at such other address, telephone, facsimile number or similar electronic means as the addressee may hereafter specify for the purpose in a notice to the other party.

SECTION 4.02 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio.

SECTION 4.03 Paying Agent. The Paying Agent shall be entitled to the same protections in so acting under this Agreement as it has in acting as Paying Agent under the Paying Agent Agreement. The Paying Agent's obligations under this Agreement shall be deemed satisfied in full upon satisfaction of the conditions in Section 2.03(b) herein or upon the Note being retired.

SECTION 4.04 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

SECTION 4.05 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity or enforceability or non-authorization of such provision in any other jurisdiction and the remaining portion of such provision and all other remaining provisions will be construed to render them enforceable to the fullest extent.

SECTION 4.06 Business Days. If any payment under this Agreement shall be specified to be made upon a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day and such extension of time shall in such case be included in computing interest, if any, in connection with such payment.

SECTION 4.07 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

[Signature Page Immediately Follows]

[Signature Page to the Standby Note Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and delivered by their respective duly authorized officers as of the date hereof.

TREASURER OF STATE OF OHIO
"Treasurer"

By:______________________________
Name:____________________________
Title:_____________________________

CITY OF VANDALIA, OHIO
"Issuer"

By:______________________________
Name: Kurt Althouse
Title: City Manager

By:______________________________
Name: Bridgette M. Leiter
Title: Director of Finance

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
"Paying Agent"

By:______________________________
Name:____________________________
Title:_____________________________

EXHIBIT A
Form of Notification Date Notice

[Notification Date]

City of Vandalia, Ohio
333 James E. Bohanan Memorial Drive
Vandalia, Ohio 45377
Attention: Bridgette M. Leiter, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program

This notice is related to the Notes enrolled in the Ohio Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of December ___, 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the City of Vandalia, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

Pursuant to the Agreement, the Issuer is required to satisfy the following requirements no later than December ___, 2026:

(1) Deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on December ___, 2026; or

(2) Deliver to the Treasurer and Paying Agent a certificate stating that the Issuer has authorized renewal notes or bonds and has entered into a purchase agreement whereby such notes or bonds will be purchased and the proceeds thereof will be made available to retire the Notes at or prior to December ___, 2026.

If there are any questions about satisfying the above referenced requirements, please contact the office of the Treasurer as soon as possible.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:________________________________

Name:______________________________

Title_______________________________

EXHIBIT B
Form of Maturity Date Notice

December ___, 2026

City of Vandalia, Ohio
333 James E. Bohanan Memorial Drive
Vandalia, Ohio 45377
Attention: Bridgette M. Leiter, Director of Finance

Treasurer of State of Ohio
Rhodes Office Tower
30 East Broad Street, Ninth Floor
Columbus, Ohio 43215
Attention: Investment Department

Re: Treasurer of the State of Ohio Market Access Program Notes

This notice is related to the Notes enrolled in the Ohio Market Access Program of the Treasurer of the State of Ohio (the "Treasurer"), each as defined in the Standby Note Purchase Agreement dated as of December ___, 2025 (the "Agreement"), among the Treasurer of the State of Ohio (the "Treasurer"), the City of Vandalia, Ohio (the "Issuer"), and U.S. Bank Trust Company, National Association (the "Paying Agent").

The Issuer has failed to deposit with the Paying Agent sufficient funds for full payment of all amounts due on the Note on the date hereof.

Funds of the Treasurer have been applied to purchase the Note, the Note has been registered in the name of the Treasurer, and the Note will bear interest at the After Maturity Rate and will be payable to the Treasurer.

Please contact the office of the Treasurer immediately.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By:______________________________

Name:____________________________

Title_____________________________

NOTE REGISTRAR AGREEMENT

This NOTE REGISTRAR AGREEMENT (the "*Agreement*") is made and entered into as of December ___, 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 $__________ Capital Facilities Notes, Series 2025, dated December ___, 2025 (the "*Notes*"):

A. By Ordinance No. 25-_____ passed by the City Council of the Issuer on November ___, 2025 (the "*Note Ordinance*"), and the Certificate of Award dated December ___, 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 ("*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: December ___, 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.

[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.

Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

Office: 614.365.2700
Fax: 614.365.2499
squirepattonboggs.com

December ___, 2025

To: City of Vandalia, Ohio
Vandalia, Ohio

____
__________, Ohio

We have served as bond counsel to our client the City of Vandalia, Ohio (the "*City*") in connection with the issuance by the City of its $__________ Capital Facilities Notes, Series 2025 (the "*Notes*"), dated the date of this letter and issued in anticipation of the issuance of bonds for the purpose of paying the costs of improving the City's facilities by constructing, furnishing and equipping a public works complex, including related site improvements, together with all necessary and related appurtenances thereto.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Notes, a conformed copy of the signed Note representing the entire issue and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Notes constitute valid and binding general obligations of the City, and the principal of and interest on the bonds in anticipation of which the Notes are issued, 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.

2. Interest on the Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Interest on, and any profit made on the sale, exchange or other disposition of, the Notes are exempt from all Ohio state and local taxation, except the estate tax, the domestic insurance company tax, the dealers in intangibles tax, the tax levied on the basis of the total equity capital of financial institutions, and the net worth base of the corporate franchise tax. We express no opinion as to any other tax consequences regarding the Notes.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined and (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the City.

In rendering those opinions with respect to the treatment of the interest on the Notes under the federal tax laws, we further assume and rely upon compliance with the covenants in the proceedings and documents we have examined, including those of the City. Failure to comply with certain of those covenants subsequent to issuance of the Notes may cause interest on the Notes to be included in gross income for federal income tax purposes retroactively to their date of issuance.

The rights of the owners of the Notes and the enforceability of the Notes are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, and other laws relating to or affecting the rights and remedies of creditors generally; to the application of equitable principles, whether considered in a proceeding at law or in equity; to the exercise of judicial discretion; and to limitations on legal remedies against public entities.

No opinions other than those expressly stated herein are implied or shall be inferred as a result of anything contained in or omitted from this letter. The opinions expressed in this letter are stated only as of the time of its delivery, and we disclaim any obligation to revise or supplement this letter thereafter. Our engagement as bond counsel in connection with the original issuance and delivery of the Notes is concluded upon delivery of this letter.

Respectfully submitted,

Planning Commission
September 23, 2025

Study Session October 6, 2025
Council Meeting October 20, 2025

MEMORANDUM

TO: Kurt Althouse, City Manager
FROM: Michael Hammes, AICP, City Planner
DATE: October 1, 2025
SUBJECT: **PC 25-0013 – Rezoning – Foxfire Section 8**

General Information

Owner/Applicant:	Campbell Berling Huber Heights LLC 3333 Madison Pike Fort Wright, KY 41017
Engineer/Surveyor:	MSP Design, Inc. 3700 Park 42 #190B Cincinnati, OH 45241
Existing Zoning:	Residential Single-Family (RSF-2)
Proposed Zoning:	Residential Single-Family (RSF-4) (14.691 acres) Agriculture (A) (0.795 acres)
Location:	770 Bolton Abbey Lane
Parcel(s):	B02 01201 0026
Acreage:	15.478 Acres +/-
Related Case(s):	PC 20-07 – Rezoning – Foxfire Section 8[1] PC 20-18 – Preliminary Plat – Foxfire Sections 8 & 9[2] PC 24-10 – Final Plat – Foxfire Section 9[3]
Requested Action:	Approval
Exhibits:	1. Application 2. Site Plan and Related Maps 3. Legal Description (Agriculture area)

[1] The requested rezoning, from RSF-2 to RSF-4, was denied in November 2020. See Ordinance 20-30.
[2] Approved January 2021, Resolution 21-R-01.
[3] The Record Plan for Foxfire Section 9, approved in September 2024, included 2.761 acres of this parcel located at the south end of the site, all of which was zoned RSF-4. This application covers only the remaining 15.478 acres located in the RSF-2 district.

Application Background

Greg Berling, on behalf of Campbell Berling Huber Heights LLC, requests a change of zoning as previously established by the Zoning Ordinance of the City of Vandalia. The request involves one parcel totaling 15.485 acres +/-, located at 770 Bolton Abbey Lane in the City of Vandalia. As proposed, the subject property would be rezoned from the RSF-2 Residential Single-Family district to the RSF-4 Residential Single-Family and A - Agriculture districts.

Section 8 of the Foxfire Subdivision consists of 15.485 acres in the RSF-2 zoning district. The applicant proposes rezoning the bulk of this parcel to the RSF-4 Residential Single-Family district. The RSF-4 district would allow the construction of new homes comparable to those currently under construction in section 9.

As noted in their application, the goal is to adjust lot sizes "…to create a continuous transition for existing RSF-4 lots out to RSF-2 lots on Bolton Abbey."

A small area at the north end of the site serves as a driveway for several properties along Poplar Creek Road. The applicant proposes to rezone this area to A – Agriculture to match the surrounding properties.

The areas to be rezoned are as follows:

Parcel	Acres	New Zoning
B02 01201 0026	0.795 acres	A – Agriculture
B02 01201 0026	14.691 acres	RSF-4 – Residential Single Family

Surrounding Zoning / Uses

Surrounding uses ae largely residential in character, with single-family residential homes to the north, south, and east. To the west, various commercial properties sit along Poe Avenue between this site and the I-70/I-75 Interchange.

Surrounding zoning districts are as follows:

Direction	District
North	A – Agriculture
South	RSF-2 - Residential Single-Family RSF-4 – Residential Single-Family
East	RSF-2 - Residential Single-Family
West	HB – Highway Business

Comprehensive Plan

The 2020 Comprehensive Plan lists this area a "Low Density Residential" area.[4] The proposed RSF-4 zoning would be consistent with that designation.

Other Considerations

The applicant has submitted a proposed lot layout, as well as plans for additional open space and landscaped areas. If approved, the proposed lot layout would conform to the standards of the requested RSF-4 district.

The rezoning of the northern driveway / access easement to A – Agriculture is consistent with the zoning of surrounding properties served by that driveway. Staff notes that the driveway would be split off as its own parcel, and that the applicant has provided a legal description showing the area to be zoned A – Agriculture.

Review and Recommendation

Zoning Map Amendment Review Criteria

Recommendations and decisions on zoning map amendment applications shall be based on consideration of the following review criteria. Not all criteria may be applicable in each case, and each case shall be determined on its own facts.[5]

(1) The proposed amendment will further the purposes of this overall code;

Staff Comment: Staff feels that the proposed rezoning furthers the purposes of the code.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

(2) The proposed amendment and proposed uses are consistent with the City's adopted plans, goals and policies;

Staff Comment: Staff feels that the proposed rezoning is consistent with the City's goals and policies, and particularly that it is consistent with the Comprehensive Plan.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

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[4] City of Vandalia Comprehensive Plan, Page 55.
[5] Vandalia Zoning Code, Section 1214.07(d) – Zoning Map Amendment Review Criteria

Review Criteria (Cont'd)

(3) The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions;

Staff Comment: Based on the history of the site, Staff feels that the proposed rezoning is necessary due to changing conditions.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

(4) The public facilities such as transportation, utilities, and other required public services will be adequate to serve the proposed use;

Staff Comment: Staff feels that the site has adequate access to transportation, utilities, and other required public services to serve the proposed single-family residential development.

The Planning Commission agreed with the staff comment by a vote of 3-0.

(5) The proposed rezoning will not adversely affect the economic viability of existing developed and vacant land within the City;

Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

(6) The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Ms. Cox agreed with the staff comment. Mr. Plant and Mr. Hussong disagreed. The Planning Commission disagreed with the staff comment by a vote of 1-2.

(7) The proposed amendment will not constitute an instance where special treatment is given to a particular property or property owner that would not be applicable to a similar property, under the same circumstances;

Staff Comment: Staff feels that the proposed zoning is justified on the merits, and does not constitute special treatment.

The Planning Commission agreed with the staff comment by a vote of 3-0.

Review Criteria (Cont'd)

(8) The proposed amendment would correct an error in the application of this Planning and Zoning Code as applied to the subject property.

Staff Comment: Staff feels that this criterion does not apply.

The Planning Commission agreed with the staff comment by a vote of 3-0.

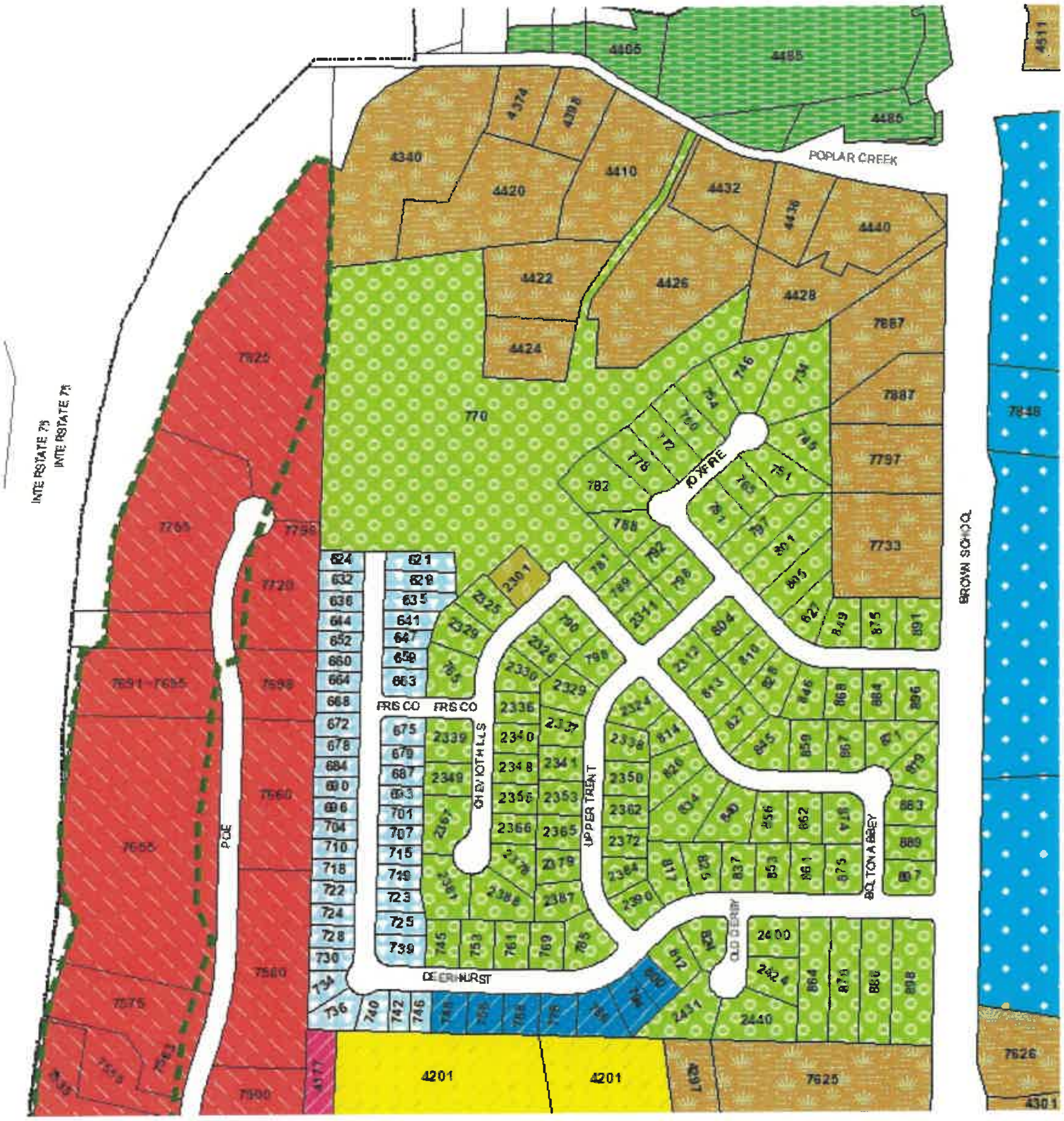
Recommendation

Having reviewed the proposed rezoning and the application materials provided, Staff finds that the application appears to meet the relevant criteria for approval.

Staff recommends that Planning Commission issue a recommendation of **approval** for the proposed amendments to the zoning map.

On September 23rd, 2025, the Planning Commission voted 2-1 in favor of Staff's recommendation of approval.

The application is hereby forwarded to Council for their review.



Surrounding Zoning – 770 Bolton Abbey Lane (15.478 acres +/-)

EXHIBIT A

Campbell Berling Development Company, LLC

8/15/2025

City of Vandalia:

I'm submitting a revised plan of Section 8 at Foxfire subdivision and requesting a zone change from RSF-2 to RSF-4. This change will make the Section 8 consistent with lot sizes in Sections 7 & 9. When first approved Foxfire provided transitions from the larger lot (RSF-2) sections to smaller lots (RSF-4) and two-family homes (RTF) where it abutted (O/IP) Office/Industrial Park and (HB) Highway Business zone. These transition zones were at the south and western portion of Foxfire along Deerhurst Dr but for some reason did not extend into Section 8 which abuts the same Highway Business zone.

Sincerely,

Greg Berling

3333 MADISON PK SUITE C FT. WRIGHT, KY 41017
T 859-250-8285

DESCRIPTION FOR: **CAMPBELL BERLING DEVELOPMENT COMPANY, LLC**

LOCATION: **CITY OF VANDALIA**
FOXFIRE SUBDIVISION
0.795 ACRES
Existing Zone: RSF-1, Residential Single Family
Proposed Zone: A, Agriculture

Situate in Section 27, Town 3, Range 6 East, City of Vandalia, Montgomery County, Ohio and being part of an 18.2405 acre tract as conveyed to Campbell Berling Development Company, LLC by deed recorded in I.R. Deed 21-029046, Montgomery County, Ohio Recorder's Office and being more particularly described as follows:

COMMENCING at the northwest corner of Lot 98, Foxfire, Section Six as recorded in Plat Book 195, Page 28, Montgomery County, Ohio Recorder's Office;

Thence with a north line of said Lot 98, Foxfire, Section Six, North 62°09'15" East, 99.92 feet to the southwest corner of a 1.779 acre tract as conveyed to Howard R. & Tanya E. Brown by deed recorded in Deed M.F. 90-602C04, Montgomery County, Ohio Recorder's Office;

Thence with the west line of said 1.779 acre tract, North 10°14'36" East, 174.04 feet to the southeast corner of a 3.167 acre tract as conveyed to Brian Scott & Annette Roseberry by deed recorded in I.R. Deed 10-013294, Montgomery County, Ohio Recorder's Office;

Thence with south lines of said 3.167 acre tract for the following two (2) courses and distances:

1) South 54°08'09" West, 409.31 feet to a point;
2) North 87°25'13" West, 117.85 feet to the TRUE POINT OF BEGINNING;

Thence with proposed zoning lines and through said Campbell Berling Development Company, LLC lands, South 71°23'30" West, 96.63 feet to the southwest corner of a 1.017 acre tract as conveyed to Johnny & Kristen Couch by deed recorded in I.R. Deed 17-033291, Montgomery County, Ohio Recorder's Office;

Thence with proposed zoning lines, the east line of said 1.017 acre tract, and in part an east line of a 1.579 acre tract as conveyed to Larry L. White & Phyllis E. Deitsch-White by deed recorded in Deed M.F. 90-0364B08, Montgomery County, Ohio Recorder's Office, North 10°03'47" East, 249.20 feet to a point;

Thence with proposed zoning lines, an east line of said 1.579 acre tract, and in part an east line of a 2.365 acre tract as conveyed to Keith C. & Sharon S. Hamby by deed recorded in Deed M.F. 93-0386A06, Montgomery County, Ohio Recorder's Office, North 40°07'47" East, 371.48 feet to a point;

Thence with proposed zoning lines and an east line of said 2.365 acre tract, North 20°19'47" East, 221.63 feet to a point in the centerline of Poplar Creek Road (40' R/W);

Thence with proposed zoning lines and the centerline of said Poplar Creek Road, South 59°07'13" East, 34.59 feet to the northwest corner of said 3.167 acre tract;

Thence with proposed zoning lines and west lines of said 3.167 acre tract for the following five (5) courses and distances:

1) South 20°19'47" West, 221.27 feet to a point;
2) South 40°07'47" West, 368.49 feet to a point;
3) South 10°03'47" West, 56.38 feet to a point;
4) South 87°25'13" East, 32.60 feet to a point;
5) South 02°34'47" West, 142.57 feet to the TRUE POINT OF BEGINNING

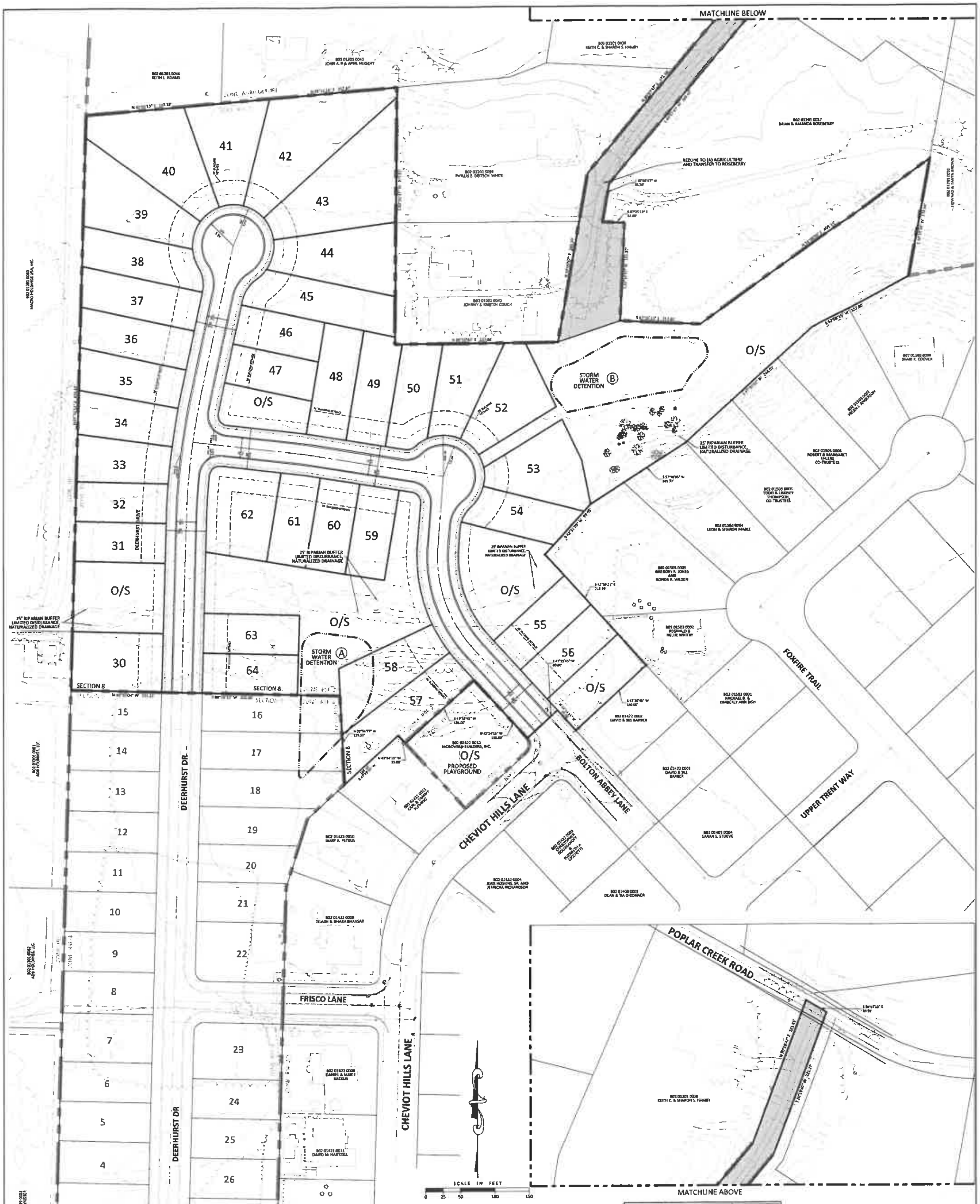
Containing 0.795 acres of land more or less.

Bearings based on The Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).
I hereby certify that the above description is a complete, proper and legal description of the property to be re-classified herein. The above description is based on proposed deeds and plats of record and is not based on an actual field survey. Said description is to be used for the purpose of re-classification only, and is not to be used for the transfer of property.

Louis J Hanser P.S. #7843

STATE OF OHIO
LOUIS
J.
HANSER
7843
REGISTERED
PROFESSIONAL SURVEYOR

Prepared by: McGill Smith Punshon, Inc.
Date: August 19, 2025
MSP No.: 18648.00



APPLICANT

CAMPBELL BERLING HUBER HEIGHTS LLC
333 MADISON PIKE
SUITE C
FT. WRIGHT, KENTUCKY 41017

EXISTING ZONE:	(RSF-2)
AREA OF DEVELOPMENT:	15.485 AC.
AREA TO BE REZONED TO (A) AGRICULTURE	0.795 AC.
AREA TO BE REZONED TO (RSF-4)	
RESIDENTIAL SINGLE FAMILY	14.69 AC.
AREA OF OPEN SPACE:	4.02 AC.
NUMBER OF BUILDING LOTS:	35

	EXISTING REQUIREMENTS	PROPOSED REQUIREMENTS
MINIMUM LOT	RSF-2	RSF-4
LOT AREA:	11,000 SQ. FT.	7,500 SQ. FT.
WIDTH AT FRONT BUILDING LINE:	80 FEET	58 FEET
FRONT YARD SETBACK:	35 FEET	*30 FEET
SIDE YARD SETBACK:	7.5 FEET	7.5 FEET
REAR YARD SETBACK:	35 FEET	35 FEET

*THE FRONT YARD SETBACK FOR LOTS 30-56 & 59-65 IS 35 FEET
*THE FRONT YARD SETBACK FOR LOTS 57 & 58 IS 45 FEET

VICINITY MAP
NOT TO SCALE

FOXFIRE
SECTION EIGHT

SECTION 27, TOWN 3, RANGE 6 EAST
CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

GREATER MORAINE-BEAVERCREEK SEWER DISTRICT
NORTHRIDGE SUBDISTRICT
SEWER IMPROVEMENTS AREA No. 1

CONCEPT PLAN

Date	07/31/2025
Scale	1"=50'
Drawn By MAK	Proj. Mgr. RA
Survey Database	
	18648004-CPT-01-2025
X-Ref(s)	
Project Number	18648.00
File No	Sheet No. 1/1

MSP DESIGN
McGill Smith Punshon

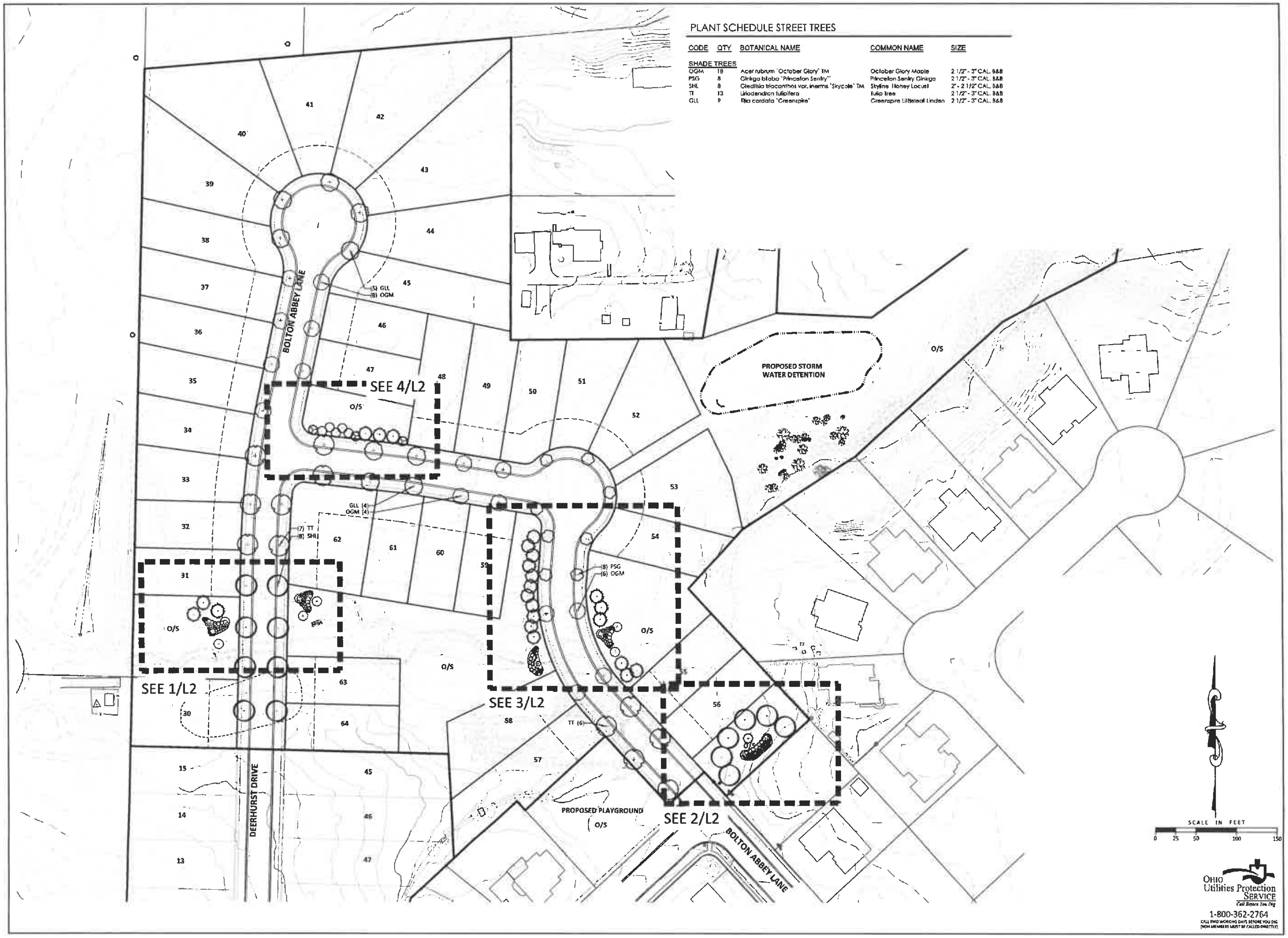
MSP DESIGN
McGill Smith Punshon

NORTH

SCALE IN FEET
50' 25' 0' 50' 100'

FOXFIRE
LAYOUT PLAN

PROJECT NUMBER: 18648.00 | DATE: 08/04/2025



PLANT SCHEDULE STREET TREES

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
SHADE TREES				
OGM	18	Acer rubrum `October Glory` TM	October Glory Maple	2 1/2" - 3" CAL. B&B
PSG	8	Ginkgo biloba `Princeton Sentry''	Princeton Sentry Ginkgo	2 1/2" - 3" CAL. B&B
SHL	8	Gleditsia triacanthos var. inermis `Skycole` TM	Skyline Honey Locust	2" - 2 1/2" CAL. B&B
TT	13	Liriodendron tulipifera	Tulip Tree	2 1/2" - 3" CAL. B&B
GLL	9	Tilia cordata `Greenspire'	Greenspire Littleleaf Linden	2 1/2" - 3" CAL. B&B

MSP DESIGN
McGill Smith Punshon

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

3700 Park 42 Drive
Suite 190B
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

Project Manager	RA
Drawn By	NAK
DWG	18648006-PLA-PH 8
X-Ref(s)	18648003-BAS-00

Issue/Revision	No.	Date
VANDALIA COMMENTS	2	04/21/21
FISCHER COMMENTS	5	07/13/21

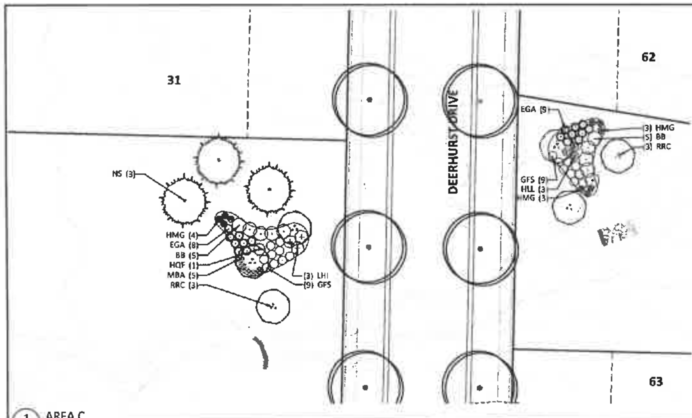
FOXFIRE

SECTIONS EIGHT
SECTION 27, TOWNSHIP 3, RANGE 6 EAST
CITY OF VANDALIA
MONTGOMERY COUNTY, OHIO

Sheet Title

PLANTING PLAN

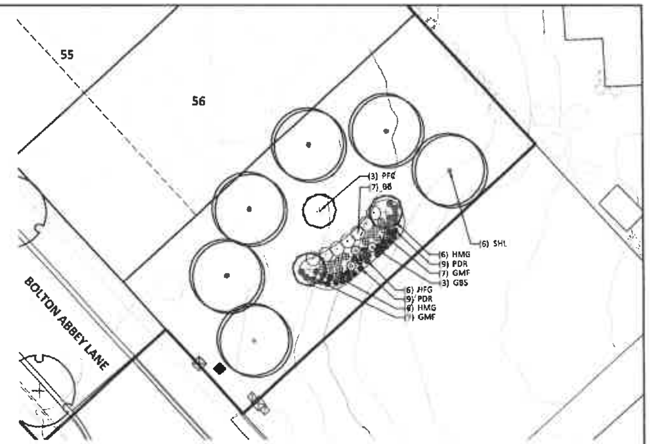
Project Number	18648.00
Drawing Scale	1" = 50'
Sheet Number	L1
File Number	18648



1 L2 AREA C 1"=20'

PLANT SCHEDULE AREA C

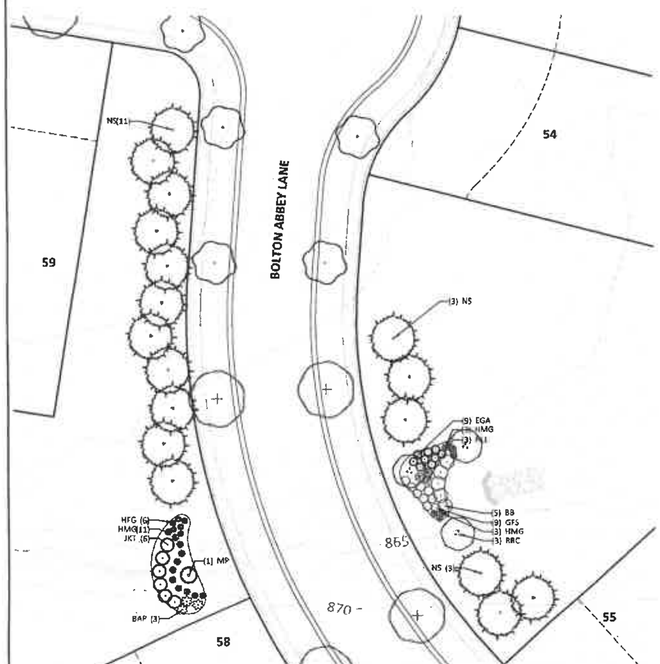
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
EVERGREEN TREES				
NS	3	Picea abies	Norway Spruce	6'-7' B&B
ORNAMENTAL TREES				
RRC	6	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	6'-7' B&B
DECIDUOUS SHRUBS				
BB	10	Euonymus alatus 'Compactus'	Compact Burning Bush	36"-42" B&B
HLL	3	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	#3 CONT.
HQF	1	Hydrangea paniculata 'Quick Fire'	Quick Fire Hydrangea	#5 CONT.
GFS	18	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	#3 CONT.
EVERGREEN SHRUBS				
MBA	5	Thuja occidentalis 'Bobozam' TM	Mr. Bowling Ball Arborvitae	#5 CONT.
EGA	17	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	6'-7' B&B
ORNAMENTAL GRASSES				
HMG	10	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#2 CONT.
SEMI-EVERGREEN SHRUB				
LHI	3	Itea virginica 'Sprich'	Little Henry Virginia Sweetspire	#3 CONT.



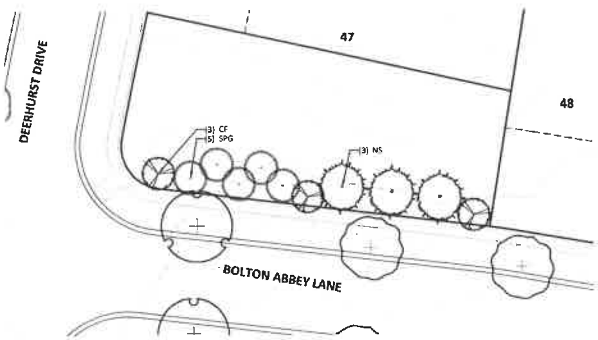
2 L2 AREA D 1"=20'

PLANT SCHEDULE AREA D

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
ORNAMENTAL TREES				
PFC	3	Malus x 'Prairifire'	Prairifire Crab Apple	6'-7' B&B
SHADE TREES				
SHL	6	Gleditsia triacanthos var. inermis 'Skycole' TM	Skyline Honey Locust	2" - 2 1/2" CAL. B&B
DECIDUOUS SHRUBS				
BB	7	Euonymus alatus 'Compactus'	Compact Burning Bush	36"-42" B&B
PDR	18	Rosa x 'Meiggili' TM	Peach Drift Rose	#3 CONT.
EVERGREEN SHRUBS				
GMF	14	Chamaecyparis pisifera filifera 'Gold Mop'	'Gold Mop' Falsecypress	#3 CONT.
GBS	3	Picea pungens glauca 'Globosa'	Globed Colorado Blue Spruce	#5 CONT.
ORNAMENTAL GRASSES				
HMG	12	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#2 CONT.
HFG	6	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#2 CONT.



3 L2 AREA A 1"=20'



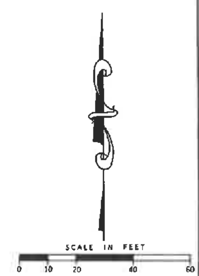
4 L2 AREA B 1"=20'

PLANT SCHEDULE AREA A

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
EVERGREEN TREES				
NS	17	Picea abies	Norway Spruce	6'-7' B&B
ORNAMENTAL TREES				
RRC	3	Malus x 'Royal Raindrops'	Royal Raindrops Crabapple	6'-7' B&B
PERENNIALS				
BAP	3	Baptisia australis	Blue Wild Indigo	#1 CONT.
DECIDUOUS SHRUBS				
BB	5	Euonymus alatus 'Compactus'	Compact Burning Bush	36"-42" B&B
HLL	3	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	#3 CONT.
GFS	9	Spiraea x bumalda 'Goldflame'	Goldflame Spirea	#3 CONT.
EVERGREEN SHRUBS				
JKT	6	Juniperus chinensis 'Keteleeri'	Keteleeri Chinese Juniper	6'-7' B&B
MP	1	Pinus mugo	Mugo Pine	#7 CONT.
EGA	9	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	6'-7' B&B
ORNAMENTAL GRASSES				
HMG	17	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass	#2 CONT.
HFG	6	Pennisetum alopecuroides 'Hameln'	Hameln Dwarf Fountain Grass	#2 CONT.

PLANT SCHEDULE AREA B

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
EVERGREEN TREES				
NS	3	Picea abies	Norway Spruce	6'-7' B&B
SPG	5	Thuja plicata 'Spring Grove'	Spring Grove Arborvitae	6'-7' B&B
ORNAMENTAL TREES				
CF	3	Cercis canadensis 'Forest Pansy' TM	Forest Pansy Redbud	6'-7' B&B



Ohio Utilities Protection Service
Call Before You Dig
1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

FOXFIRE

SECTIONS EIGHT

SECTION 27, TOWNSHIP 3, RANGE 6 EAST
CITY OF VANDALIA
MONGTOMERY COUNTY, OHIO

MSP DESIGN
McGill Smith Punshon
Architecture
Engineering
Landscape Architecture
Planning
Surveying
3700 Park 42 Drive
Suite 190B
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

Project Manager	RA
Drawn By	NAK
DWG	18648006-PLA-PH 8
X-Ref(s)	18648003-BAS-00

Issue/Revision	No.	Date
VANDALIA COMMENTS	2	04/21/21
FISCHER COMMENTS	5	07/13/21

Sheet Title

PLANTING PLAN ENLARGEMENTS

Project Number	18648.00
Drawing Scale	1" = 20'
Sheet Number	L2
File Number	18648

Minutes of the City of Vandalia Planning Commission
September 23, 2025

Members Present:	Ms. Kristin Cox, Mr. Lucious Plant, Mr. Bob Hussong
Members Absent:	None
Staff Present:	Michael Hammes, City Planner Ben Graham, Zoning & Planning Coordinator Ben Borton, Director of Public Service Rob Cron, Assistant City Manager
Others Present:	Greg Berling, Leon Mable, Sharon Mable, Alex Gonter-Dray, Russell Muntz, Rick Ford

Call to Order

Ms. Cox called the meeting to order at 6:01 p.m.

Attendance

Ms. Cox noted that three members were present. She added that the remaining two seats were vacant, so there was no need to excuse an absent member.

Approval of Minutes of the Planning Commission

Mr. Plant made a motion to approve the August 26th, 2025, minutes. Mr. Hussong seconded the motion. The motion carried 3-0.

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 25-0013 – Rezoning – Foxfire Section 8 – 770 Bolton Abbey Lane

Mr. Hammes introduced Case PC 25-0013. Greg Berling, on behalf of Campbell Berling Huber Heights LLC, requests a change of zoning as previously established by the Zoning Ordinance of the City of Vandalia. The request involves one parcel totaling 15.485 acres +/-, located at 770 Bolton Abbey Lane in the City of Vandalia. As proposed, the subject property would be rezoned from the RSF-2 Residential Single-Family district to the RSF-4 Residential Single-Family and A - Agriculture districts.

Mr. Hammes explained that the application involved 15.485 acres in Section 8 of the Foxfire development. The applicant wishes to rezone the bulk of the property to the RSF-4 district, which would match Section 9 to the south. A small area at the northeast end of the site would be zoned A – Agriculture to match adjacent properties.

Mr. Hammes discussed surrounding zoning districts. With the exception of Section 9 (RSF-4) and a portion of Section 7 (RTF), the Foxfire development is mostly in the RSF-2 district. The development is bordered to the west by Highway Business and I-75, to the north by Agriculture parcels along Poplar Creek, and to the south by Office/Industrial Park parcels along Little York Road. The Riverdale Subdivision is located to the east, in a Planned Unit Development district.

Mr. Hammes discussed the proposed Agriculture area at the northeast end of the site. He noted that the narrow strip of land is not usable as RSF-2, so the proposed A – Agriculture zoning would be reasonable given the surrounding Agriculture parcels located on either side of that area.

Mr. Hammes discussed the proposed layout for Section 8. He noted that the layout is provided to demonstrate that the development would meet the standards of the proposed RSF-4 district. He added that the current proposal has several open space lots not present in previous proposed layouts.

Mr. Hammes discussed the proposed additional landscaping within Section 8. He also discussed the redesigned retention areas.

Mr. Hammes reported that the 2020 Comprehensive Plan designates this parcel as Low Density Residential, a designation shared with the entire Foxfire development. He added that Staff believes that the proposed rezoning is consistent with that designation.

Mr. Hussong asked about a property at the corner of Bolton Abbey Lane and Cheviot Hills Lane. Mr. Hammes replied that that parcel was previously set aside as a public park, and is zoned PF – Public Facilities as a result. The City does not have ownership control of the parcel, but the plan remains to convert that parcel into a park.

Hearing no further questions from the Commission, Ms. Cox invited the applicant to the podium.

Mr. Greg Berling, of Campbell Berling, addressed the Commission. He thanked the Commission for considering the application. He added that construction was proceeding well in Section 9, and he looked forward to continuing that progress in Section 8.

Mr. Berling provided some background about the Foxfire subdivision. He noted that the original plan for the subdivision included a buffer area along the west side of the development along the Highway Business area. This buffer included Section 9 and part of Section 8. A rezoning application was filed in 2020 to create this RSF-4 buffer area on part of Section 8, but that application was denied.

Mr. Berling discussed the proposed layout for Section 8. He explained that his company had worked with nearby residents and City Staff to come up with a revised layout.

Mr. Berling pointed out that the 2020 proposal featured 65-foot lots, which took up the entire area of Section 8. He noted that residents had expressed a desire for buffers between the existing homes and any narrower lots.

Mr. Berling discussed specific changes to various lots, noting that several parcels have increased setbacks and other changes to accommodate additional landscaping. In most cases, these changes would not be feasible under the existing RSF-2 zoning.

Mr. Berling reported that Fischer Homes is doing well in Section 9, with projected home prices increasing from $350,000 to an average sale price of $398,000. The homebuilder has committed to requiring elevations with masonry in Section 8.

Mr. Berling discussed the park at Cheviot Hills and Bolton Abbey. He explained that customers in Section 9 had requested a playground or park. The property would be maintained by the Homeowners' Association.

Mr. Berling reported that the Section 8 lots would all be 58-foot lots.

Mr. Berling discussed the landscaping plan for the development, pointing out that the design was intended to create visual enhancements throughout Section 8. As with the park, this landscaping would be maintained by the HOA.

Mr. Berling confirmed that the flag area at the northeast would eventually be deeded over to the property owners adjacent to that parcel. The parcel does not have any use for the Foxfire development, so deeding that parcel over makes sense.

Mr. Plant asked about the benefit of the RSF-4 zoning compared to the current RSF-2 zoning. Mr. Berling replied that the RSF-4 zoning allows for 35 lots with additional open space, compared to 29 lots and no open space under RSF-2.

Mr. Plant asked about the proposed masonry elevations. Mr. Berling replied that Fischer Homes had committed to masonry on all new homes in Section 8, with no all-siding homes.

Mr. Plant discussed concerns about grading in Section 9, and asked how that would impact Section 8. Mr. Berling replied that Section 8 has more variation in grading, which allows for more flexibility with regard to walk-out lots.

Ms. Cox asked how many lots in Section 9 had been sold so far. Mr. Berling replied that 18 of the 29 lots were under contract, with an additional 5 or 6 lots planned for market homes. He added that Fischer Homes expected to be out of lots by the end of 2025.

Mr. Plant asked about the Low Density designation. Mr. Hammes replied that the entire Foxfire development is designated as Low Density. The proposed RSF-4 zoning would allow a slightly higher density than the RSF-2, but would still be considered Low Density. Medium Density areas are reserved for denser developments such as apartments, townhomes, and similar multi-family structures.

Hearing no further questions, Ms. Cox opened the public portion of the meeting.

Public Comments

Mr. Leon Mable, of 778 Foxfire Trail, asked about the original zoning for the Section 8 and 9 area. Mr. Hammes replied that he did not know the original zoning. Mr. Mable believed that the zoning then was the same as the zoning now, and suggested that there is no reason to change that zoning. He noted that there is no landscaping in Section 9.

Mr. Mable argued that the proposed playground is unneeded, and that it should be used as a park instead.

Mr. Mable argued that the proposed rezoning would cheapen the neighborhood. He asked the Commission to keep the current zoning.

Mr. Alex Gonter-Dray, of 751 Foxfire Trail, discussed a meeting between residents and the developer in May 2024, noting that the developer had claimed that there would be landscaping to create separation between the old section and the new section.

Mr. Gonter-Dray argued that the developer had described stormwater arrangements for the previous layout that are not reflected in the current proposal.

Mr. Gonter-Dray argued that the homes under construction in Section 9 are built with improper shingles and dormers. He argued that additional smaller-lot homes would take away from the property values in Foxfire.

Mr. Gonter-Dray asked for clarification as to the masonry proposed for the new homes. He added that homes in Shaker Run between Lebanon and Monroe would be a useful template for these homes.

Mr. Gonter-Dray asked if sidewalks would continue over the proposed culverts.

Mr. Gonter-Dray suggested that the community does not want to be like other cities with narrower homes.

Ms. Cox noted that the applicant would return to the podium to answer all questions at once.

Mr. Russell Muntz, of 825 Deerhurst Drive, suggested that more homes would bring in more traffic. Referring to the zoning map, Mr. Muntz argued that the additional homes would be too dense, and would result in cars parking on the street.

Mr. Muntz argued that 6 additional lots would generate 12 additional cars coming down the street per day, which could create problems for traffic.

Mr. Muntz asked the Commission to consider the wishes of the residents and reject the wishes of the developer.

Mr. Rick Ford, of 1616 Ashworth Drive, who identified himself as a candidate for City Council, expressed an interest in preserving the homes that are already there for the residents who have invested in those homes. Citing a Berkshire-Hathaway study of the current housing market, it is difficult for young families to purchase homes, especially when baby boomers are looking to downsize at the same time.

Mr. Ford noted that the City of Vandalia was an aspirational place where people wanted to migrate north. He argued that families were now moving further north to Troy and Tipp City. He does not have a good answer as to why that is the case. He reiterated that he has talked to residents about this issue as a candidate for City Council.

Mr. Greg Berling returned to the podium. He thanked the residents for expressing their concerns in a courteous and professional manner.

Mr. Berling pointed out that the new buyers in Section 9 have children and want to be part of the Vandalia-Butler School District. With kids moving into the neighborhood, a playground would be a useful amenity.

Mr. Berling pointed out that his firm had one their research before committing to the development. He compared this proposal to Carriage Trail, where the average home price is $385,000. With a better school district and a better location, values in this development could range from $310,000 up to $419,000. Customers have many options that could increase home values, and Fischer has an interest in increasing those values.

Mr. Berling pointed out that the smaller lots in Sections 7 and 9 make sense as smaller lots to buffer the adjacent business areas. He pointed out that some of the business parcels to the west were cleared after Section 9 went under construction.

Mr. Berling clarified that Fischer Homes would only allow front elevations that feature masonry. This allows the customer to upgrade the elevation to a full-brick front or a partial brick front, as an example.

Mr. Berling confirmed that the culverts would have sidewalks, as required by the City.

Mr. Berling pointed out that 12 more cars coming down Deerhurst would not leave at the same time every day, all at once.

Mr. Berling added that adding the additional 6 lots allows for amenities such as the open space and landscaping that would not be possible otherwise.

Mr. Berling agreed with Mr. Ford regarding the difficulty of getting new families into homes. He argued that Fischer offers a number of programs that help. He added that the school district made this a very attractive area for new homes.

Ms. Cox asked if there were any further comments.

Mr. Russell Muntz returned to the podium. He pointed out that there are 12 houses in Section 9 with "Available" signs. He argued that having completed homes unsold does not suggest that buyers are eager to move into the neighborhood, and that the assertion that the neighborhood was selling well may be untrue.

Mr. Hussong asked for clarification, noting that for sale signs are generally not removed until the home is sold. Mr. Berling replied that he has no reason to believe that Fischer Homes was being dishonest.

Mr. Leon Mable asked Mr. Hammes if he had set foot in the development over the past 45 days. Mr. Hammes replied that he had performed several zoning inspections during the previous week. He then asked the members of the Commission the same question. He asked the members of the Commission to picture that street with 12 additional cars, and suggested that it would be a challenge for emergency access, moving trucks, and traffic in general.

Hearing no further comments, Ms. Cox closed the public portion of the meeting.

Review Criteria

Ms. Cox stated that the main duty of the Planning Commission is to review the application and consider how the Zoning Code applies to the request. In this case, the question is to review how the RSF-4 zoning would compare to the current RSF-2 zoning, in light of the requirements of the Zoning Code.

Mr. Plant asked if there was an alternative plan that would be viable if the rezoning is denied. Mr. Berling replied that there is an existing plan approved for Section 8 under RSF-2. That plan would not allow for the additional landscaping or open space.

Mr. Plant asked if the previous plan is available for review. Mr. Hammes replied that the previous proposal was not included in the packet, but could confirm that the lot and road layout was similar.

Ms. Cox asked about the house sizes and whether they would change with larger lots. Mr. Berling replied that the same homes (with the same widths) would be built regardless of lot size, so the wider lots would not result in wider homes.

Ms. Cox moved on to the Review Criteria.

Recommendations and decisions on zoning map amendment applications shall be based on consideration of the following review criteria. Not all criteria may be applicable in each case, and each case shall be determined on its own facts.

1. The proposed amendment will further the purposes of this overall code;

   Staff Comment: Staff feels that the proposed rezoning furthers the purposes of the code.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

2. The proposed amendment and proposed uses are consistent with the City's adopted plans, goals and policies;

   Staff Comment: Staff feels that the proposed rezoning is consistent with the City's goals and policies, and particularly that it is consistent with the Comprehensive Plan.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

Review Criteria (Cont'd)

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

   Staff Comment: Based on the history of the site, Staff feels that the proposed rezoning is necessary due to changing conditions.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

4. The public facilities such as transportation, utilities, and other required public services will be adequate to serve the proposed use;

   Staff Comment: Staff feels that the site has adequate access to transportation, utilities, and other required public services to serve the proposed single-family residential development.

The Planning Commission agreed with the staff comment by a vote of 3-0.

5. The proposed rezoning will not adversely affect the economic viability of existing developed and vacant land within the City;

   Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

6. The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

   Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Ms. Cox agreed with the staff comment. Mr. Plant and Mr. Hussong disagreed. The Planning Commission **disagreed** with the staff comment by a vote of 1-2.

7. The proposed amendment will not constitute an instance where special treatment is given to a particular property or property owner that would not be applicable to a similar property, under the same circumstances;

   Staff Comment: Staff feels that the proposed zoning is justified on the merits, and does not constitute special treatment.

The Planning Commission agreed with the staff comment by a vote of 3-0.

Review Criteria (Cont'd)

8. The proposed amendment would correct an error in the application of this Planning and Zoning Code as applied to the subject property.

   Staff Comment: Staff feels that this criterion does not apply.

The Planning Commission agreed with the staff comment by a vote of 3-0.

Recommendation

Ms. Cox noted that the Commission disagreed on some of the review criteria, and asked that the members explain their positions before the vote.

Ms. Cox noted that Staff recommended approval of the proposed rezoning.

Mr. Plant expressed concern about the consistency of Section 8 as compared to the majority of parcels in Foxfire. He noted that the majority of lots are RSF-2. Section 8 can be developed without the rezoning, even if doing so would result in fewer new homes.

Mr. Plant expressed concern about adverse impacts on stormwater management. He stated that he would need to hear more about the proposed stormwater management.

Mr. Hussong echoed concerns about stormwater management and the possible impact on wildlife, referencing Criteria 6. Any construction had the potential to disrupt wildlife, which could result in adverse impacts.

Mr. Hussong praised the inclusion of open space lots which would bring more value to the area.

Hearing no further comments, Mr. Hussong made a motion to approve the rezoning of Foxfire Section 8 as proposed. Mr. Plant seconded the motion on a procedural basis.

Ms. Cox and Mr. Hussong voted in favor of the motion. Mr. Plant voted against. The motion was carried by a vote of 2-1.

Ms. Cox noted that the recommendations of the Commission would be reviewed at the Council Study Session on Monday, October 6th, 2025.

Communications

Mr. Hammes reported that long-time Planning Commission member and outgoing Vice Chair Dave Arnold had resigned due to health concerns. Mr. Hammes thanked Mr. Arnold for his support and assistance over the years, and wished him the best.

Mr. Hammes reported that Mr. Plant, having been selected as Second Vice Chair, would now serve as Vice Chair.

Ms. Cox echoed the comments regarding Mr. Arnold and Mr. Plant, and thanked them for their service.

Adjournment

Ms. Cox asked for a motion to adjourn. Mr. Hussong made the motion. Mr. Plant seconded the motion. The vote passed 3-0.

Ms. Cox adjourned the meeting at 7:14 p.m.

____

Chairperson

THE FAIRFAX

MAPLE STREET COLLECTION

2,330-2,550 SQFT | 2 Story | 4 Bedrooms | 2.5 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

American Classic

Coastal Classic

Urban Modern

Modern Farmhouse

RVSD 3/25

FISCHER HOMES

THE DAVINCI

MAPLE STREET COLLECTION

1,730-1,752 SQFT	1 Story	3 Bedrooms	2 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

Urban Modern

Western Craftsman

Coastal Classic

Modern Farmhouse

RVSD 3/25

THE CUMBERLAND

MAPLE STREET COLLECTION

2,439 SQFT	2 Story	3-4 Bedrooms	2-2.5 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

Coatal Classic

Coastal Classic

Urban Modern

American Classic

RVSD 3/25

THE BEACON

MAPLE STREET COLLECTION

1,419 SQFT | 1 Story | 2-3 Bedrooms | 2 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

Modern Farmhouse

Cambridge Cottage

Modern Farmhouse

Urban Modern

RVSD 3/25

THE WESLEY

MAPLE STREET COLLECTION

1,842 SQFT	2 Story	3-4 Bedrooms	2.5-3.5 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

Urban Modern

Western Craftsman

Modern Farmhouse

Western Craftsman

RVSD 3/25

FISCHER HOMES

THE HARPER

MAPLE STREET COLLECTION

1,408 SQFT | 2 Story | 3 Bedrooms | 2.5 Baths

VIEW FLOORPLANS ON FISCHERHOMES.COM

Photos, Options, Virtual Tours & More

Modern Farmhouse

Urban Modern

Modern Farmhouse

Urban Modern

RVSD 3/25

MEMORANDUM

TO:	Board of Zoning Appeals
FROM:	Ben Graham, Zoning and Planning Coordinator
DATE:	October 9, 2025
SUBJECT:	**BZA 25-0008** – 775 Cassel Creek Drive - Variance from City Code Section 1224.01(e)(9)(D)(iii) "Six Foot Fence in Zone A"

General Information

Applicant:	Wesley Coehick 2442 Guernsey Dell Avenue Dayton, Ohio 45404
Existing Zoning:	Planned Unit Development (PUD)
Location:	775 Cassel Creek Drive Vandalia, Ohio 45377
Previous Case(s):	None
Requested Action:	Approval with Condition
Exhibits:	1- Application 2- Letter of Justification 3- Owner Letter 4- Location Map 5- Site Plan 6- Site Pictures

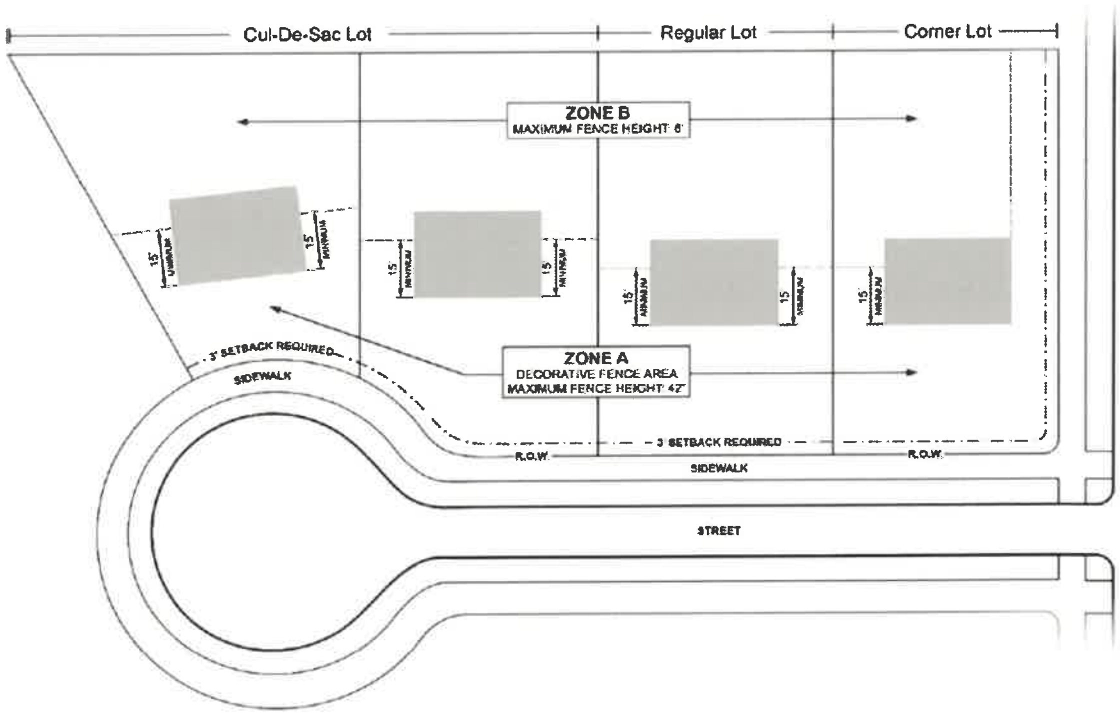
Background

The Applicant, Wesley Coehick, on behalf of Kaytlin Rogers has requested a variance to construct a 6-foot fence on a corner lot within Zone A. City Code Section 1224.01(e)(9)(D)(iii) provides that "Zone A shall be the area lying between the street right-of-way line and a line parallel to and a minimum of 15 feet behind the existing front line of the building foundation. See Figure 1224-C." Fencing in Zone A shall not exceed 42 inches in height in any residential zoning district[1] and shall not be constructed within 3 feet of an existing right-of-way line.

[1] Fence are permitted to be 48 inches in height in any agricultural zoning district.

The Applicant has proposed adding on to the existing fence with a 6-foot vinyl fence. The new fence would encroach 12 feet into Zone A and would be 28 feet from the right-of-way on Cassel Creek Drive.[2]

Figure 1224-C: Location of Zones A and B based on lot types.



This lot has frontage on three sides—two along Cassel Creek Drive and one along South Brown School Road. According to code, the lot is classified as both a corner lot and a double-frontage lot. Corner lots have front yards on each street frontage. For double-frontage lots, accessory structures are permitted in the area behind the principal building, provided they comply with the setback requirements outlined in Section 1224.01. If the lot were only classified as a double-frontage lot, the fence would be permitted. However, because the property is also a corner lot and the fence extends 12 feet into Zone A, a variance is required.

In the Letter of Justification, the Applicant explained that the proposed fence would be mostly hidden behind the existing tree line and would extend her back yard area. The fence would most likely not been seen and would not be an obstruction for traffic.

[2] The Planned Unit Development standards specify that no fence, wall, or hedge may extend closer to the street than the required building setback line, which in this PUD is 25 feet.

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: Most backyard are allowed a standard 6' privacy fence. This code for the corner lot will yield a return by not allowing the home owner a standard 6' fence for their backyard.

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

(2) Whether the variance is substantial;

Applicant Response: The property would lose a lot of the backyard by the current code for anything over 3 1/2' fence. So if Kaytlin wanted a privacy fence currently she would have to follow her house line and would lose roughly 1/4 of her backyard.

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

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

Applicant Response: The 6' vinyl fence would not alter the neighborhood in anyway as it mostly wouldn't even be seen due to existing tree line. Also the vision for traffic would not be affected as safety is always in mind of the neighborhoods. Everyone would win as the fence going in adds value to the neighborhood and raises adjoining property values.

BZA Comment: The Board agreed that granting the variance with the proposed condition would not substantially alter the character of the neighborhood as the fence would be mostly screened with existing landscaping.

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

Applicant Response: All Government services are located outside of the fence zone.

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

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

Applicant Response: No.

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

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

Applicant Response: Without the variance she could do a see through 42" fence that would not allow her security, privacy and or sound barrier for the busy street s brown school rd that is located behind her house.

BZA Comment: The Board agreed that the owners predicament can be obviated without a variance, but this would require either reducing the fence height at the proposed location or moving the six-foot fence further back on the property.

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

Applicant Response: This unique corner lot has a red light system at the Nearest intersection to the property also has a wooded area that the fence would be installed behind and would likely not be seen from the road, especially any intersection that would cause an obstruction for traffic.

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

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

Applicant Response: The fence will be behind existing landscaping of a tree line and wouldn't be seen causing no harm to any public safety that wouldn't already be existing to the public. The private benefit would be the unwanted sight of the surrounding landscape hidden, the homeowner would have security, privacy in their backyard and sound barrier from traffic. Also the fence will raise her property value which is a benefit to everyone in Vandalia as a whole.

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

Recommendation

At its meeting on October 8, 2025, the Board of Zoning Appeals voted 5-0 to recommend **approval** of the requested variance from City Code Section 1224.01(e)(9)(D)(iii) for the purpose of allowing a six-foot fence to be placed within Zone A at 775 Cassel Creek Drive with the following condition:

1. The fence shall not extend more than 12 feet into Zone A.

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

Vandalia ohio
DEVELOPMENT & ENGINEERING

Development & Engineering Services

Board of Zoning Appeals Application

Complete this page and follow the directions on page 2

OFFICE USE ONLY
Filing Date 9/10/2025
Hearing Date 10/8/2025
Case No. BZA 25-0008

Applicant Name: WESLEY COCHICK
Mailing Address: 2442 GUERNSEY DELL AVE
DAYTON OHIO 45404
Phone Number: 937-272-9563
E-mail Address: COCHICKHOMESOLUTIONSLLC@GMAIL.COM
Owner Name**: KAYTLIN Rogers
Mailing Address: 775 CASSEL CREEK DR
VANDALIA OH ~~454~~ 45377
Phone Number:

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

Location of Property

Street Address: 775 CASSEL CREEK DR VANDALIA OH 45377
(north, south, east, west) side of South side BACK YARD, ______ feet
(north, south, east, west) from the intersection of S BROWN SCHOOL RD
Attach copy of legal description of the property as recorded in the County Recorder's office.

Case Description.

Present Zoning District: PUD Total Acres:
Description of the existing use of property: Residential

Description of proposed use of property: Residential

Specific Zoning Code provision that applicant is seeking variance from: 1224 E9
Variance Requested: 6' Fence ZONE A
Request for zoning certificate was refused on 9-3-25
Applicant must also attach a letter justifying the variance, see page 2, Section C for directions.

Applicant/Owner [signature] Date 9-10-25
Zoning Administrator [signature] Date 9/10/25

FILING FEES (office use only):
Residential ($159.00)
Commercial ($318.00)
Receipt No.: 25-003434 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.

Example:			
Property Address 123 Clubhouse Way	Parcel I.D. # B02 00000 0000	Owner Name Carol Smith	Owner Mailing 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); NO, Everything is outside of area

(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.

5) NO

6) NO not Feasibly, OWNER Would like to Fence area in for pets also while blocking veiw of trees and bushes

7) Yes the code would be observed Tree/bush screening

8)

DRAFT

Minutes of the City of Vandalia Board of Zoning Appeals

October 8, 2025

Agenda Items

1. Call to Order
2. Attendance
3. Reorganization Meeting
    a. Nominations for Chair
    b. Nominations for Vice Chair
4. Old Business
5. New Business
    a. BZA 25-0008 – Six Foot Fence in Zone A – 775 Cassel Creek Drive
6. Approval of Minutes
    a. Board of Zoning Appeal Minutes: June 11, 2025
7. Communications
8. Adjournment

Members Present:	Mr. Mike Flannery, Mr. Mike Johnston, Mr. Steve Stefanidis, Mr. Kevin Larger, and Mr. Robert Wolfe
Members Absent:	None
Staff Present:	Mr. Ben Graham, Zoning and Planning Coordinator
Others Present:	Mr. Wesley Coehick

1. Call to Order

Mr. Flannery called the meeting to order at 6:00 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 November 3, 2025, regular meeting.

2. Attendance

All of the members were in attendance.

3. Reorganization Meeting

a. Nominations for Chair

Mr. Graham stated that the Board of Zoning Appeals holds its reorganization meeting at the first meeting after June 30.

Mr. Flannery stated that, with the upcoming election, it may be best to postpone the nominations until after the election.

Mr. Larger stated that the Board could continue with the same Chair and Vice Chair for the time being.

Mr. Graham stated that the Board could table this vote until the November 12, 2025, meeting, after the election.

Mr. Wolfe made a motion to table the nomination of Chair until the November 12, 2025, meeting. Mr. Stefanidis seconded the motion.

The motion passed 5-0.

b. Nominations for Vice Chair

Mr. Wolfe made a motion to table the nomination of Vice Chair until the November 12, 2025, meeting. Mr. Stefanidis seconded the motion.

The motion passed 5-0.

4. Old Business

Mr. Graham confirmed that there was no old business.

5. New Business

a. BZA 25-0008 – Six Foot Fence in Zone A – 775 Cassel Creek Drive

Mr. Graham stated that the Applicant, Wesley Coehick, on behalf of Kaytlin Rogers has requested a variance to construct a 6-foot fence on a corner lot within Zone A. City Code Section 1224.01(e)(9)(D)(iii) provides that "Zone A shall be the area lying between the street right-of-way line and a line parallel to and a minimum of 15 feet behind the existing front line of the building foundation. See Figure 1224-C." Fencing in Zone A shall not exceed 42 inches in height in any residential zoning district and shall not be constructed within 3 feet of an existing right-of-way line.

Mr. Graham stated that the Applicant has proposed adding on to the existing fence with a 6-foot vinyl fence. The new fence would encroach 12 feet into Zone A and would be 28 feet from the right-of-way on Cassel Creek Drive

Mr. Graham stated that this lot has frontage on three sides—two along Cassel Creek Drive and one along South Brown School Road. According to code, the lot is classified as both a corner lot and a double-frontage lot. Corner lots have front yards on each street frontage. For double-frontage lots, accessory structures are permitted in the area behind the principal building, provided they comply with the setback requirements outlined in Section 1224.01. If the lot were only classified as a double-frontage lot, the fence would be permitted. However, because the property is also a corner lot and the fence extends 12 feet into Zone A, a variance is required.

Mr. Graham reported that, in their Letter of Justification, the Applicant explained that the proposed fence would be mostly hidden behind the existing tree line and would extend her back yard area. The fence would most likely not been seen and would not be an obstruction for traffic.

Mr. Graham asked the Board if they had any questions.

Mr. Stefanidis asked if Mr. Graham had received any correspondence in support of or in opposition to the variance. Mr. Graham replied that he had received one phone call, but the individual only asked questions and did not express an opinion.

Mr. Wolfe asked where the fence would be located. Mr. Graham referred to the PowerPoint presentation.

Mr. Wolfe then asked if there was already a six-foot fence in place. Mr. Graham referred again to the PowerPoint and showed the Board the location of the existing fence.

Mr. Johnston asked if the new fence would be within the existing tree area. Mr. Graham replied yes.

Mr. Flannery opened the public hearing and invited the applicant to address the Board.

Mr. Wesley Coehick, representing 775 Cassel Creek Drive, addressed the Board.

Mr. Coehick stated that there is an existing six-foot vinyl fence along the rear property line and that the proposal involves adding one section to the back of the fence to allow the homeowner to expand the usable area of their backyard.

Mr. Coehick stated that the proposed fence would not visibly obstruct traffic and would be largely screened by the existing trees.

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

Variance Criteria

Mr. Johnston then proceeded to the variance review criteria.

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

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

(2) Whether the variance is substantial;

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

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

BZA Comment: The Board agreed that granting the variance with the proposed condition would not substantially alter the character of the neighborhood as the fence would be mostly screened with existing landscaping.

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

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

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

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

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

BZA Comment: The Board agreed that the owners predicament can be obviated without a variance, but this would require either reducing the fence height at the proposed location or moving the six-foot fence further back on the property.

(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 not be strictly observed by granting the variance.

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

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

Mr. Flannery reported that Staff recommends that the Board of Zoning Appeals recommend approval of the requested variance from City Code Section 1224.01(e)(9)(D)(iii) for the purpose of allowing a six-foot fence to be placed within Zone A at 775 Cassel Creek Drive with the following condition:

1. The fence shall not extend more than 12 feet into Zone A.

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

Mr. Larger made the motion to recommend approval of the requested variance from City Code Section 1224.01(e)(9)(D)(iii) for the purpose of allowing a six-foot fence to be placed within Zone A with the proposed condition.

Mr. Johnston seconded the motion. The motion passed 5-0.

6. **Approval of Minutes**

   a. **Board of Zoning Appeal Minutes: June 11, 2025**

Mr. Wolfe made a motion to approve the June 11, 2025, Meeting Minutes. Mr. Stefanidis seconded the motion. The motion passed 5-0.

7. **Communications**

Mr. Graham reported the meeting scheduled for October 22, 2025, has been cancelled.

Mr. Graham reported there will be a meeting on November 12, 2025.

8. Adjournment

Mr. Wolfe made a motion for adjournment. Mr. Stefanidis seconded the motion. The motion passed 5-0.

The meeting was adjourned at 6:18 p.m.

Mike Flannery
Chair

From: Kaytlin Rogers
To: Ben Graham
Cc: Coehickhomesolutionsllc@gmail.com
Subject: Variance - 775 Cassel Creek Dr
Date: Tuesday, September 16, 2025 4:55:35 PM

Good afternoon Mr. Graham,

I have been working with Coehick Home Solutions and approve/authorized them to seek the variance on behalf of my property.

My property is located at:
775 Cassel Creek Drive
Vandalia, Ohio 45377

If you have further questions please do not hesitate to contact me.

Thank you for your time and consideration in this matter.

V/R,

Kaytlin Rogers

From: Wesley Coehick
To: Ben Graham
Subject: Re: 775 Cassel Creek Drive - Needs Modified
Date: Wednesday, September 10, 2025 11:29:49 AM
Attachments: image002.png
image004.png
image003.png
image001.png
image009.png
image006.png

Questions
1) most backyard are allowed a standard 6' privacy fence. This code for the corner lot will yield a return by not allowing the home owner a standard 6' fence for their backyard.

2) The property would lose a lot of the backyard by the current code for anything over 3 1/2' fence. So if Kaytlin wanted a privacy fence currently she would have to follow her house line and would lose roughly 1/4 of her backyard.

3) The 6' vinyl fence would not alter the neighborhood in anyway as it mostly wouldn't even be seen due to existing tree line. Also the vision for traffic would not be affected as safety is always in mind of the neighborhoods. Everyone would win as the fence going in adds value to the neighborhood and raises adjoining property values.

4) All Government services are located outside of the fence zone.

5) No

6) Without the variance she could do a see through 42" fence that would not allow her security, privacy and or sound barrier for the busy street s brown school rd that is located behind her house.

7) This unique corner lot has a red light system at the Nearest intersection to the property also has a wooded area that the fence would be installed behind and would likely not be seen from the road, especially any intersection that would cause an obstruction for traffic.

8) The fence will be behind existing landscaping of a tree line and wouldn't be seen causing no harm to any public safety that wouldn't already be existing to the public. The private benefit would be the unwanted sight of the surrounding landscape hidden, the homeowner would have security,privacy in their backyard and sound barrier from traffic. Also the fence will raise her property value which is a benefit to everyone in Vandalia as a whole.

On Mon, Sep 8, 2025 at 11:08 AM Ben Graham <bgraham@vandaliaohio.org> wrote:

> Hi Wesley,
>
> I have some free time tomorrow and Wednesday.
>
> - Tuesday between 1:00p.m. to 5:00 p.m.

Wednesday between 10:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m.

Please let me know if any of these times work.

Very Respectfully,

Ben Graham, MPA

Zoning and Planning Coordinator

City of Vandalia, Ohio

333 James E. Bohanan Dr.

Vandalia, OH 45377

937-898-3750 Office

937-415-2329 Direct

937-415-2319 FAX

Vandalia ohio

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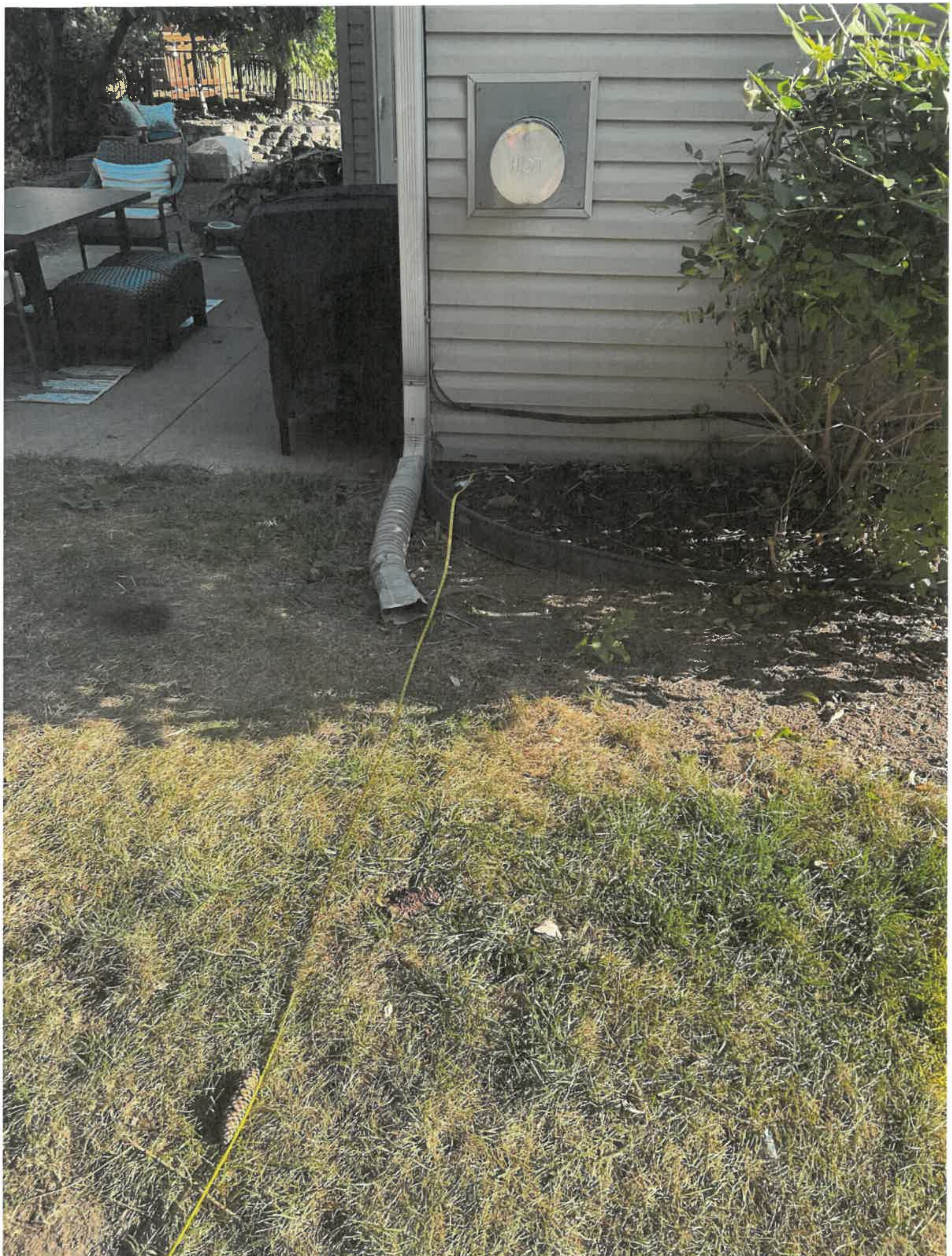
City of Vandalia Board of Zoning Appeals
775 Cassel Creek Drive
BZA 25-0008 Six Foot Fence in Zone A

1 inch = 21 feet


UTILITY ESMT
775 CASSEL CREEK DR
6'
14'
15'
12'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CREEK


ONLY

VANDALIA RECORDS COMMISSION MEETING MINUTES

April 30, 2025

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

MEMBERS ABSENT: Mr. Althouse

REPRESENTATIVES PRESENT: Christine Budich, Kristen Carnes, Candice Jacobs, Tonya Sparks, Deborah Wright and Angela Swartz

OTHERS PRESENT: Marcella McHenry, Darren Davey, Jake Hayslett, and Ben Borton

Call to Order

The meeting of the Vandalia Records Commission was called to order by Mr. McDonald at 9:30 a.m.

Approval of Previous Minutes – October 28, 2024

Mr. McDonald asked the voting members if they had a chance to review the October 28, 2024, Vandalia Records Commission draft minutes. All members present responded in the affirmative. Mr. McDonald asked for a motion to approve the minutes. It was moved by Mrs. Hooper, seconded by Mrs. Leiter, to approve the October 28, 2024, Vandalia Records Commission minutes. All members present voted yes. Motion passed 3-0.

New Business

Mr. McDonald introduced Marcella McHenry, who reviewed with the Records Commission Members and Records Commission Representatives the virtual meeting policy for the Vandalia Public Records Commissions, in compliance with ORC 121.221. There was a brief discussion regarding this policy and the other Vandalia Boards and Commissions. Mr. McDonald advised this would be on the agenda for the next meeting, under old business for the Records Commission Members to take action on if needed.

Old Business

None.

Approval of Schedules

Mr. McDonald presented an amended City Manager/Council RC-2, schedule number 12-27, Council Audio Tapes of Meetings. IT Manager, Darren Davey addressed the Records Commission Members and Records Commission Representatives with the updates regarding the retention period for audio and video recordings of public meetings, including City Council, Planning Commission and Building & Zoning Board meetings. Mr. Davey explained the current RC-2 schedule designates these recordings as permanent record, but he recommended revising the RC-2 to reflect a transitory classification or a defined short-term retention period. Mr. Davey suggested continuing to keep these files beyond the minimum retention period, such as on YouTube or on the server to benefit the public but requiring them to be kept permanently is difficult to do. Mr. Davey recommended changing the retention period to either until no longer of administration value or for a two-year period, in either case, written and approved meeting minutes will remain the permanent record as required. Mr. Davey suggested that if either recommendation is approved, the RC-2 form can be updated to reflect the new retention schedule and have the Records Commission review and approve it at the next meeting. There was a brief discussion regarding this change resulting in Mr. McDonald advising to revisit this item at the next meeting. No action was taken by the Records Commission.

Mr. Davey suggested the possibility of having a single RC-2 for the entire City, a universal list so each department is not duplicating, with Mr. Davey prosing to take the lead on the project. There was a brief discussion with Mr. McDonald advising him to revisit this item at the next Records Commission meeting.

Discussion

Mr. McDonald discussed the Confidential For Official Use Only (FOUO) Standard Operating Guideline (SOG) and Records Retention brought forth by the Division of Fire. Mr. McDonald advised there is no policy needed and no action is required. Mr. McDonald advised the Records Commission Representatives to use a watermark with FOUO for items that are Confidential For Official Use Only.

Mr. McDonald called upon Mrs. Swartz to share information on upcoming Sunshine Law Training and the upcoming May 16th City of Vandalia Shred Day.

Mr. McDonald advised there is a new law allowing law enforcement agencies to charge fees for body camera footage, with at rate up to $75.00 per hour of processing, capped at a maximum of $750 per request.

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

The meeting was adjourned at 10:16 a.m.

Gerald McDonald, Acting Chairman

CITY OF VANDALIA

PARKS AND RECREATION ADVISORY BOARD

August 20, 2025

MEMBERS PRESENT:	Corey Follick, Lenny Maenza, Holly Herbst, Rick Scherer, Lydia Baker
MEMBERS EXCUSED:	Tara Landis, Larry Taylor
OTHERS PRESENT:	Aaron Messenger, Rudy Wells, Sherry McConnaughey, Al Tuttle

- Chairperson Lenny Maenza called the regular meeting of the Parks and Recreation Advisory Board to order at 6:34 p.m.

MINUTES FROM PREVIOUS MEETING

- The minutes of the May 21, 2025, meeting were presented to the Board. Lydia Baker motioned to accept the minutes as presented, and Rick Scherer seconded the motion. Motion carried all ayes.

COMMENTS FROM INTERESTED CITIZENS

- Lenny offered his congratulations to Alicia on her promotion to P&R Director and Aaron on his promotion to Recreation Superintendent, commenting this is a good move for the City!

FACILITIES SUPERINTENDENT REPORT

Rudy Wells presented the Facilities Superintendent Report.

- Robinette Playground installation is complete and in use. This has become a very busy Park and is requiring more work from Staff, as it is generating a considerable amount of trash.
- Preparations for fall soccer field use. Continued use of ball diamonds.
- The Parks Mechanic is modifying a Fire Department trailer to improve its use for carrying firefighting materials. He also works on the Fire Department small-powered equipment and Gator off-road transports. We like to help other Departments as much as possible.
- Cassel Hills Clubhouse domestic water line leak. The leak developed behind a cement block wall separating the upstairs restrooms. We had to bust through two walls to get to the leak. When fixing, this will be modified to make it easier to get to in the future.
- Installed the refurbished bronze plaque honoring James Robinette and placed it on the south wall of the new restroom / storage building at Robinette Park. Monubright completed the refurbishment.
- A Contractor had applied asphalt sealcoat, stop bars, dividing lines, and handicap stall painting at the Recreation Center last year, but the area failed after a 4' rain event. The west parking lot will be closed on Saturday for A to Z Asphalt to do the repairs.
    - Lydia asked about the plumbing and if we have a contract with a specific plumber for these issues. Rudy said we typically work with MSD and Heeter

Plumbing as they are dependable and have always been very fair to work with.

  - Rick asked about an ongoing issue at the Rec Center with radiant heat in the Fitness Center and said it never turns off and it gets too warm. Rudy advised that he is aware of the issue and is working on a solution.

- Preparing a storage room and office area at the Municipal Building.
- VRC Pool annual shutdown has been completed. Issues with the UV system and some plumbing continue. The current system is 15 years old.

CITY TREE REPORT

Rudy Wells presented the Urban Forest Report.

- Landscape bed maintenance including mulch at our larger areas. Our six young Seasonal Staff Members helped aid us in applying 80 cubic yards of mulch this summer at areas including the Recreation Center, Justice Center, and Municipal Building. They were very helpful this summer and will all be heading back to school soon.
- Watering of young trees in our landscapes, including the street trees on National and Dixie. Watering a total of approximately 130 trees.
- Trimming of landscape plants, including low tree limbs and plant material in the landscaped medians.
- Planting four trees at Robinette Park between the parking lot and playground this fall. Eight trees will be removed along National, east of I-75, as part of the street tree program. New trees will be planted this fall in those locations.

BEE CITY REPORT

Al Tuttle presented the Bee City Report.

- Open houses continue, and seed packets are being handed out.

RECREATION SUPERINTENDENT REPORT

Recreation Report – Handed out and presented by Aaron Messenger

Aaron shared that he is excited to be in his new role as Recreation Superintendent, after starting as an Intern, and spending the last 8 years in various P&R positions.

VRC

- Year to Date Active IBM (Insurance Based Memberships) = 1,425
- We had 226 IBM members visit the VRC 10 times or more during the month of July.
- VRC annual pool shutdown is complete, and the pool is now open to the public. This was a successful pool shutdown with the amount of work that was completed.
- Aaron Messenger has been working on getting quotes for several areas of improvement in the VRC. These quotes range from updated signage in the Facility, PA upgrade, cubicle space for offices, fitness floor upgrade, and water feature updates in the pool, as the water feature is original.

- New blinds have been installed in Ricky's Tiny Tikes to replace the original blinds.
- Starting October 1, the Vandalia Recreation Center will have new weekday operating hours. The VRC will be open from 5am-9pm year-round, Monday through Friday, excluding certain holidays. The VRC Aquatic Center will open during the weekdays at the same time at 6:00am, while the fitness floor, track, and gymnasium will be available for use starting at 5:00am. This has been well received from patrons and staff. We believe we will see an increase in patrons arriving at 5:00am to get their workout in. Alicia and Aaron did research on this change and found that only 0.2%-0.7% of daily scan-ins happened in the last 1 ½ hours of the winter hours. Staff are currently working on schedule updates.
- July Birthday Party Numbers: 16 total - 1 Resident/Member; 15 Non-Resident
- July 2025 VRC Visits = 17,815; July 2024 VRC Visits = 14,723
- July VRC Facility Rentals - Resident = 0; Non-Resident = 2
- July VRC Promotional Groups - Resident =1; Non-Resident =12
- July Cassel Hills Pool Parties - Resident = 9; Non-Resident = 0

Fitness

- August FREE Class Spotlight is Cardio Physique by Sue, Saturdays at 7:00am in the Studio.
- August Free Climb Day is August 12.
- August Inclusive Fitness Days –August 1, 15, 29, from 10:30am-11:15am.
- The 25 Days of Summer Challenge - 75 out of 100 participants were able to complete the challenge and win a free t-shirt, sponsored by Medicare Resource Center – Vandalia.
- Incorporating a 9/11 Challenge during the week of 9/11. Josh is working with the Fire Department, and this will involve patrons climbing 110 flights of stairs with the Stairmaster machines. They will record their time on a participation board.
- July Group Fitness Class Count - July 2025 = 1,576; July 2024 = 1,476
- July Senior Fitness Class Count - July 2025 = 1,690; July 2024 = 1,368

Program/Event Updates

- CampREC has ended for the summer, and we are heading into the last 3 weeks of contracted camps with Skyhawks, Brixilated, Art Adventures, and STEMILY Studios. There will be 2 camps running each week through the end of August. Each camp has 10-15 campers registered.
- Sara Moyer is starting camp preparation for the 2026 season. She has started to edit the training materials based on the feedback received from staff and observations made over the summer. She is also looking into bringing back the Counselor-in-Training Program to help with the younger CampREC group. She is working on camp names as the program continues to expand. It is evident with CampREC selling out in minutes that there is a greater need for CampREC. Sara is looking at expanding CampREC into 2 groups next summer: 6-8 year-olds, with a home base at the Rec Center; and 9-11 year-olds with a home base at the Sports Complex.

Completed Events

- **Vandalia Market:** On Wednesday, July 23 we hosted the Summer Vandalia Market near the baseball concession stand at the Sports Complex from 5:00-8:00pm. Local vendors, food trucks, and local musicians were present at the event to help create a fun evening for everyone!
- **Beginning Golf Camp w/ Skyhawks:** Skyhawks hosted beginning golf camp from Monday, July 28 to Friday, August 1 from 9:00am-4:00pm at the Sports Complex. This camp was for children aged 5-10 years old. This beginning program focused on fun and repetition with a games-based approach that can be played on any surface. Specialized equipment was used to ensure early success for young players. Key skills like putting and chipping were taught through engaging activities. There were 9 participants registered for this camp.
- **Campfire Story Night w/ Dayton Metro Library:** On Tuesday, July 29 we partnered with the Dayton Metro Library to offer a Campfire Story Night at Helke Park! 45 participants joined us at the park with their blankets to enjoy a campfire, stories, s'mores, and fun! Mrs. Stringer from the Vandalia Library led the story time before we ended the night with marshmallow roasting!
- **Flag Football Camp w/ Skyhawks:** Skyhawks hosted Flag Football Camp from Monday, August 4 to Friday, August 8 from 9:00am-4:00pm at the Sports Complex. This camp is for children aged 7-12. This program teaches passing, receiving, kicking, and flag pulling, all while emphasizing heart and spirit. Participants gain confidence and learn life lessons like teamwork and leadership in a fun, supportive environment. There were 12 participants registered for this camp.
- **ABC's are Yummy w/ Eat Pretty Darling:** On Saturday, August 9, Eat Pretty Darling will lead a preschool cooking class where participants explored the alphabet all while baking delicious ABC muffins! It was a tasty way to learn about letters and healthy ingredients through hands-on cooking. This program had 7 participants registered.
- **Dorie & The Daddy-O's:** On Saturday, August 9, Dorie & The Daddy-O's performed at Art Park! Families were entertained with fun and energetic Rock-a-Billy originals and classic tunes. This was a free performance that welcomed everyone to join in on the interactive performance! There were around 40 people at this performance.
- **Sunset Palm w/ Miss Elissa:** On Monday, August 11, Miss Elissa led a Sunset Palm adult art program at the Rec Center. Participants enjoyed the summer vibes and artsy atmosphere as Miss Elissa guided them step-by-step through painting a colorful ocean sunset with a palm tree silhouette. There were 6 participants registered for this program.
- **Lunchbox Legends w/ Eat Pretty Darling:** On Tuesday, August 19, Eat Pretty Darling led a youth cooking class where participants learned how to pack their own healthy and delicious school lunches. Participants learned the skills to create balanced, tasty meals for the whole school year! There are 4 participants registered for this program.

Upcoming Events

- **Art Outside the Box w/ Art Adventures:** From Monday, August 18-Friday, August 22, Art Adventures will host a weeklong art camp designed for young, creative explorers! This camp is all about breaking boundaries, thinking creatively, and expressing oneself in new and exciting ways. Campers will engage in a variety of artistic activities that challenge their imaginations and encourage them to see the world through a new lens! 14 campers are currently enrolled.

- **STEAM Lab Camp w/ STEMILY Studios:** From Monday, August 18-Friday, August 22, STEMILY Studios will lead a STEAM Lab Camp that blends sciences, technology, engineering, art, and math into hands-on projects. Campers will have the chance to grow crystals, sculptures, and build squishy circuits. Each day is packed with exciting challenges that will spark curiosity and creativity! 11 campers are currently enrolled.
- **Summer Sunset with Adelee & Gentry:** Thursday, August 21 from 7:00pm-9:00pm at Art Park! Live music, food trucks, and kids activities will be available. This will be the last Music in the Park performance for the 2025 season.
- **Homeschool Takeover:** On Friday, August 29 from 11:30 am-2:00 pm, we will be hosting a Homeschool Takeover at the VRC. Homeschool groups and families are invited to come out and enjoy everything the VRC has to offer; swimming, climbing wall, gym activities, and Luther's Jungle.
- **Doggy Pool Paw-ty:** On Monday, September 1 from 6:00-8:00pm, we will be hosting a Doggy Pool Paw-ty at Cassel Hills Pool! This event is free, and only available to VRC Members, Cassel Hills Pool Members and Residents this year. Dogs will have a great time in the pool on the last day of Cassel Hills Pool season. From enjoying pup cups to other dog related activities, this event is a howlin' good time of all things doggy!

Senior Center

- 752 - Senior Center Members through July 2025.
- 9 new members in July 2025, 13 to-date in August 2025.
- Vantran – 1,030 One-way rides YTD. 209 - One-way rides in July 2025.
- August Newsletter is available.

Cassel Hills Pool

- To date, we have sold 574 Resident/Taxpayer passes and 446 Non-Resident passes for Cassel Hills Pool.
- Cassel Hills Pool is currently only open on the weekends, and the last day of operation will be Labor Day.
- July Cassel Hills Pool Visits: July 2025 visits = 5,855; July 2024 visits = 4,878
- Since moving the bookings for the Cassel Hills Private Pool Party online, the season 100% sold out.
- Rick asked about keeping the pool open longer since the schools are now opening after Labor Day. Aaron explained that we would love to do that, but the college kids that work at the pool leave in early August, and unfortunately, the Staff is not available to keep the pool open longer.

Athletics

- The Lollipop Soccer Program had its first session on Saturday, August 16. Each child was given their program t-shirt. 102 kids are enrolled in the Lollipop Program this year.


- Opening Day for Soccer will be on Saturday, September 6. We have 27 teams throughout the program. Maecie Burkhardt met with the Miami Valley Rec Soccer League on Wednesday, August 6 to schedule all the games for this season. She received the confirmed schedule on Friday, August 15. It will be sent out to the teams this week.
- The summer Monday Men's tournament finished on Monday, August 11. We had 14 teams participate, so we had a gold bracket and a silver bracket. Fricker's won the gold bracket and went undefeated this season. The Hit and Runners won the silver bracket.


- We currently have 8 teams in our Monday Men's Fall season and 6 teams in our Friday Coed league. 2 Friday Coed teams returned from the summer season and the other 4 are new. 5 Monday Men's team returned from the summer season and the other 3 are new.
- Flag Football fall registrations opened on Wednesday, April 2. Registration closed on August 1, but we are still taking last-minute registrations. Opening Day for Flag Football is set for Sunday, September 7. To date, 140 kids signed up for various age groups of the program. The coaches meeting will be held on Thursday, August 21. The coaches will get their equipment and team rosters at the meeting.
- On Tuesday, August 5, and Wednesday, August 6, Alicia and Maecie delivered sponsorship plaques to the sponsors who ordered them for the Baseball/Softball season. It was nice to see where they work and take them something tangible that they can display to the Community.

Recreation

- The ribbon-cutting ceremony for the Robinette Park playground was held on Friday, August 15 at noon. The Community has truly appreciated this playground upgrade and is looking forward to phase 2 with the splashpad and 80 additional parking spots. The bids for phase 2 were opened last week.
    - Corey commented that after being at Robinette Park for the ribbon-cutting and seeing the proximity of the playground to the parking lot, he would like to look into putting a fence around the playground. A picket fence would look nice and match the play structure. Rudy said that City Manager, Kurt Althouse, talked to him about it, and we are going to be looking at options.
- Registration is open for the September-December Program Guide.
- Sara Moyer and Aaron Messenger are developing more "series" programming at Art Park for the 2026 season. Alongside the Music in the Park series, they are establishing the Vandalia Cultural Nights series and the Children's Entertainment series. Lydia commented that she is excited for the Cultural Nights series.
- VPRD Staff have been working diligently to learn the ClearGov budgeting software and have successfully uploaded Capital and Operation & Maintenance requests for 2026 into the system.
- Aaron commented about how P&R has a young Staff, with all the Program Coordinators being here for less than 2 years. Lenny added it is very impressive we have so much to offer for a City this size.

<u>DISCUSSION TOPICS</u>

- Vandalia Recreation Center and Vandalia Senior Center Rates – Aaron passed out a packet detailing the proposed rate adjustments.
    - The Senior Center rates will increase $5 for Residents and $10 for Non-Residents. The last rate increase occurred in 2011. Toni did research on the rates, and our increase will put us in-line with other Senior Centers in the area.
    - The Recreation Center Membership rates will increase by 5% in 2026. A Premium Membership will also be introduced, which will include unlimited Group Fitness Classes, Childcare, and Climbing Wall. The last rate increase occurred in 2009.
        - Holly asked if you purchase a Standard Membership, if you would still be able to buy add-on services separately? Punch cards will still be available, but the unlimited Fitness Classes and unlimited Childcare will no longer be available unless you purchase the Premium Membership.
        - Lydia asked if we would still offer a Military Discount, and the answer was yes, to both Active Duty and Retired.
    - The Recreation Center Daily Admission rates will increase by $3 for both Residents and Non-Residents.
    - Aaron advised that the new rates would be published early, by October/November for the Patrons that get their Memberships early.

- Corey asked about what kind of checkpoints the Rec will have to prevent people from buying a Standard Membership, but using the Premium services. Discussion followed.
- Corey advised that, moving-forward, Council would like to see small increases implemented every year instead of a substantial increase every 5 or more years. Aaron stated that he and Alicia are reviewing all Rec Center fees and would like to increase every year.
- Corey commented that when he gets feedback about our amenities, like the Rec Center, should only be for Residents, he knows that having so many Non-Resident Members is why the costs are so affordable for everyone. And we are in an interesting situation because so many Patrons are Non-Residents, but are School-District Members.
- A vote was taken on the new rate proposal for the Recreation Center and Senior Center, and was met with all ayes from the Park Board.

OLD BUSINESS

- None.

NEW BUSINESS

- Lenny wanted to confirm when the next meeting was and where it was being held, since this was a meeting that was added to meet the Tree City requirements. The next meeting will be held on Wednesday, October 1, at 6:30PM, at Cassel Hills Pool.

There being no further business to be brought before the Board, Lydia Baker made a motion to adjourn, and Holly Herbst seconded the motion to adjourn. Motion carried all ayes. Meeting adjourned at 7:32 p.m.

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Lenny Maenza, Chairperson | Tara Landis, Secretary

CITY OF VANDALIA

PARKS AND RECREATION ADVISORY BOARD

October 1, 2025

MEMBERS PRESENT:	Corey Follick, Lenny Maenza, Rick Scherer, Lydia Baker, Larry Taylor
MEMBERS EXCUSED:	Tara Landis, Holly Herbst
OTHERS PRESENT:	Alicia McCracken, Aaron Messenger, Rudy Wells, Sherry McConnaughey

- Chairperson Lenny Maenza called the regular meeting of the Parks and Recreation Advisory Board to order at 6:30 p.m.

MINUTES FROM PREVIOUS MEETING

- The minutes of the August 20, 2025, meeting were presented to the Board. Larry Taylor motioned to accept the minutes as presented, and Lydia Baker seconded the motion. Motion carried all ayes.

COMMENTS FROM INTERESTED CITIZENS

- None.

FACILITIES SUPERINTENDENT REPORT

Rudy Wells presented the Facilities Superintendent Report.

- Cassel Hills Pool winterization work is under way.
- Plumbing issues at the Justice Center and Municipal Building. Leaks developed at both locations. Water to the buildings was shut down and repairs were made on the same evening.
- Special Events – Assisted as needed with the Touch-a-Truck event, the Pickleball event, and the Police Open House.
- Staff replaced the carpet in the Municipal Building elevator.
- Cement walkways, and curb work repair and replacement, took place at the Municipal Building and Recreation Center, as needed. Also, at the Recreation Center in the west parking lot, an entrance ramp was put in, removing the step to the sidewalk. This will be beneficial to the Patrons that struggled with the step.
- Staff finished a project at Fire Station 2 installing a privacy fence, stone surfacing, and timber-edge materials.
- Staff finished installing cement bases for the permanent art being placed in the Art Park.
- Maintenance work has begun on the Facility Maintenance Garage, including tuck point, expansion joints, cracks, and painting of exterior doors and frames.

CITY TREE REPORT

Rudy Wells presented the Urban Forest Report.

- Landscape maintenance at various sites, including the 12 street medians, building locations, and entry sign locations.
- Watering of young plant material was in full swing; we did receive 2" of rain over several days that has provided a slight reprieve concerning tree and shrub watering.
- Fence line brush removal. With the slowdown in grass growth, seasonal staff have worked on fence line pruning work.
- Two of our Staff attended the International Society of Arboriculture (ISA) Field Day. Proper tree planting, chain saw operation, and other related tree topics were covered in this one-day session. This information was then shared with Staff that did not attend.
- The fall tree order has been placed. Planning for the addition of four trees at Robinette Park between the parking area and playground, and two evergreens planted at the Sports Complex event signage area near the entry of the park.
- Eight street trees along National, east of I-75, will be replaced this fall.

BEE CITY REPORT

- None.

RECREATION SUPERINTENDENT REPORT

Recreation Report – Handed out and presented by Aaron Messenger

VRC and Recreation

- Year to Date Active IBM (Insurance Based Memberships) = 1,394
- We had 216 IBM members visit the VRC 10 times or more during August.
- Starting October 1, the Vandalia Recreation Center will have new weekday operating hours. The VRC will be open from 5am-9pm year-round, Monday through Friday, excluding certain holidays. The VRC Aquatic Center will open during the weekdays at the same time of 6:00am, while the fitness floor, track, and gymnasium will be available for use starting at 5:00am. This has been well received by Patrons and Staff. We believe we will see an increase in patrons arriving at 5:00am to get their workout in.
- New Recreation Rental Coordinator – Lauren Price
- New Recreation Facility Manager – Kayla Sensenbaugh. She has previous Parks and Recreation experience, working in Beavercreek, Kettering, and Miamisburg.
- Sara Moyer & Aaron Messenger had a program retreat, to evaluate current program offerings and see where changes need to be made and see what program offerings we should be providing.
- January – April 2026 Program Guide: Staff are working on their programs and other recreation initiatives.

- The Vandalia Arts Council selected the sculptures for the Fall 2025—Fall 2026 season on Wednesday, September 3. There will be 8 new sculptures for this coming season. Installation began on Tuesday, September 30.
- VPRD staff attended the Vandalia-Butler High School football game on Friday, September 5. Staff had a table setup where we interacted with the public and handed out candy and promotional items. We as a Department plan to have more of a presence at the school's sporting functions.
- Online registration for athletic practice fields, Seger Park Gazebo, and the Helke Park Shelters will be available for 2026.
- Adaptive Swim Program: The first session through SwimSafe had 10 families attend on Sunday, September 21. We plan to have more of these sessions throughout 2026. Note: SwimSafe did not charge us for facilitating this program.
- VSC & VRC Membership Fee increases have been approved by City Council and Staff will get RecTrac updated and other literature created to update Patrons about the change. The Marketing Coordinator will put together information sheets that will be available at the Front Desk.
- August Birthday Party Numbers: 20 total - 6 Resident/Member; 14 Non-Resident
- August 2025 VRC Visits = 14,749; August 2024 VRC Visits = 12,722; Larry Taylor asked what this was attributed to. Aaron advised it was largely related to the increase in attendance to the Senior Fitness Classes.
- August VRC Facility Rentals - Resident = 0; Non-Resident = 4
- August VRC Promotional Groups - Resident =0; Non-Resident =1
- August Cassel Hills Pool Parties - Resident = 6; Non-Resident = 0

Fitness

- September Inclusive Fitness Days – Friday, September 12 and 26, from 10:30am-11:15am.
- Over 20 patrons took part in the 9/11 Challenge during the week of 9/11, which included patrons climbing 110 flights of stairs with the Stairmaster machines.
- 51 patrons attended the September Wellness Bash.
- Josh Berry & Aaron Messenger are working on a grant for inclusive fitness equipment for the Inclusive Fitness Program.
- Fitness Studio floor resurfacing will be September 29 through October 3.
- September - Thursday TRX Classes - 4 classes; one class had 12 participants, and the other three had 11 participants.
- August Group Fitness Class Count - August 2025 = 1,366; August 2024 = 1,405
- August Senior Fitness Class Count - August 2025 = 1,575; August 2024 = 1,234

Program/Event Updates

Completed Events

- **Touch-a-Truck:** On Saturday, September 13 we hosted the Vandalia Touch-a-Truck event from 10:30am-1:00pm at the Sports Complex, with sensory friendly time from 10:30-11:15am. Several hundred people attended this event. There were 30+ vehicles at this event for families to touch, climb in, and enjoy! From fire trucks to construction equipment, we had it all!
- **Art Outside the Box w/ Art Adventures:** From Monday, August 18-Friday, August 22, Art Adventures hosted a weeklong art camp designed for young, creative explorers! This camp was all about breaking boundaries, thinking creatively, and exploring all things art. Campers engaged in a variety of artistic activities that challenged their imaginations and encouraged them to see the world through a new lens! There were 14 campers enrolled.
- **STEAM Lab Camp w/ STEMILY Studios:** From Monday, August 18-Friday, August 22, STEMILY Studios led a STEAM Lab Camp that blended science, technology, engineering, art, and math into hands-on projects. Campers had the chance to grow crystals, create sculptures, and build squishy circuits. Each day was packed with exciting challenges that sparked curiosity and creativity! There were 11 campers enrolled.
- **Let's Get Messy w/ Art Adventures:** From Monday, August 25-Friday, August 29, Art Adventures hosted a weeklong art camp that encouraged young artists to experiment with various art forms, embrace their creativity, and get messy! Campers were able to unleash their artistic talents and dive into a world of color and imagination. 16 campers attended.
- **Homeschool Takeover:** On Friday, August 29, from 11:30am-2:00pm, we hosted a Homeschool Takeover at the VRC. Homeschool groups and families were invited to come out and enjoy everything the VRC has to offer; swimming, climbing wall, gym activities, and Luther's Jungle. There were 33 groups/families that attended, for a total of 131 participants.
- **Doggy Pool Paw-ty:** On Monday, September 1 from 6:00pm-8:00pm, we hosted a Doggy Pool Paw-ty at Cassel Hills Pool! This event was free for VRC Members, Cassel Hills Pool Members, and Residents. Dogs had a wonderful time in the pool on the last day of Cassel Hills Pool season. 40 dogs attended this event!

Upcoming Events

- **Vandalia Fall Festival** – Saturday, October 11 from 12:00pm-6:00pm at the Vandalia Sports Complex. The band Stranger will provide music.
- **Vandalia Halloween Hangout** – Saturday, October 25 from 11am – 2:00pm at the Vandalia Sports Complex

Senior Center

- 771 - Senior Center Members through August 2025.
- 17 new members in August 2025, 11 to-date in September 2025.
- Vantran – 1,217 One-way rides YTD.
- October Newsletter is available.

Cassel Hills Pool

- Aaron Messenger, Alicia McCracken, Rudy Wells, Jerrod Hill, and SwimSafe Staff conducted a walkthrough of Cassel Hills Pool on Friday, September 12. We reviewed how the season went and what changes we can make to the Facility for 2026.
- August Cassel Hills Pool Visits: August 2025 visits = 2,376; August 2024 visits = 1,891

Athletics

- Aaron Messenger is working with Maecie Burkhardt to set up the RecTrac athletics reservation system. Progress is being made, and it will be ready for the new year. Next steps are adding the waivers online and completing a test run of how everything will look online.
- Opening day for soccer was Saturday, September 6. There were 12 games total that day. The park was packed full of players and their families, and everything went very well!

- Flag football picture day and opening day was Sunday, September 7.

- The first games of the adult softball fall season started on Monday September 8, and Friday September 12. Both days went well!
- As of 9/15, 17 kids are enrolled in various grades of our Youth Basketball program, and 3 kids are enrolled in Instructional Basketball.

Aaron asked if there were any questions or comments before we moved on to Discussion Topics.

- Corey Follick asked about the success of the Pickleball Palooza Event. Alicia advised that the estimated numbers she heard were around 120 participants, and around 100 volunteers. Overall, the event was smaller than expected. There is potential for another event, which will probably have a shortened time.
- Corey Follick asked about the power sources at the Helke Shelters. There is only one outlet per Shelter, and he wondered how hard it would be to add additional outlets. Rudy advised that he would look into it.
- Rick Scherer commented that people are still complaining about an ongoing issue at the Rec Center with radiant heat in the Fitness Center and it is getting too warm. Rudy advised that he would look at the issue again and possibly put a box over the thermostat as a solution.

DISCUSSION TOPICS

- Outdoor Facility Rentals
    - Beginning on January 1, 2026, the reservations for the Helke Shelters and Seger Park Gazebo will be made online. Art Park reservations will still be made through Sherry McConnaughey.
    - All facilities will still only be available to Residents.
    - Shelter and Gazebo reservations will be $50 for the day. Art Park reservations will be $300 for the day. This will allow us to hold Residents more accountable, while making some revenue from our facilities.
    - Rudy's Staff will have a checklist to be completed before each reservation.

- Robinette Splashpad Update – Alicia passed around pictures of the mock-up of the Splashpad, which included the following:

    - Double Jay Construction was awarded this project, and they plan to break ground next week, trying to get as much done in the Fall as possible.
    - Alicia is working with DES and Rudy to figure everything out.
    - Lenny commented that he has heard great things about Robinette Park.
    - Corey asked if the splashpad will be re-circulating. Alicia advised it will be flow-through and there will be no impact on the new playground with the installation.

- Corey asked if the splashpad pieces can be removed in the winter? He advised in Englewood, the original splashpad could not be removed, but when a new splashpad was installed, all pieces could be removed. Alicia was not sure about this and will investigate.
- No shelter reservations will be accepted for the Robinette shelter.
- Completion planned for early summer 2026.
- Corey advised that the City had secured $250K for this project, as State Representative Phil Plummer got that money re-allocated to us. We are very thankful to him for that.

- Golf Course – Food and Hospitality Update
  - Chris Royce was back to present to Council about offering food services at Cassel Hills Golf Course. This time he has partnered with a couple that owns the Socialite Café in Kettering.
  - Alicia will be meeting with Chris Royce tomorrow.
  - This project is in the very preliminary stages.
  - Lenny asked if the plan is to be a regular restaurant that is open year-round. Alicia said yes.

Further Updates:

- Golf Course – Irrigation Project
  - Work is moving along after delays caused by hitting rock.
  - 5 or 6 holes to go.
  - Play has not been impacted.
- Rec Center and Senior Center Fee Increase
  - Marketing has begun on the increase, and it will go in the new Program Guide.
  - Everything will be ready to promote, including the Premium Membership, on November 1.
- Robinette Fencing
  - We are moving forward with putting a fence in front of the new playground for added safety due to the proximity of the playground to the parking lot.
  - Once construction on the splashpad is complete, a fence will be put around the rest of the playground and the retention pond.
- Helke Park Swings
  - Money was found in Capital funds to relocate three bays of swings at Helke Park. They will be covered with shade structures like what is at Robinette Park. Alicia is presenting this at the Council Meeting on Monday, October 6.

OLD BUSINESS

- None.

NEW BUSINESS

- None.

There being no further business to be brought before the Board, Lydia Baker made a motion to adjourn, and Rick Scherer seconded the motion to adjourn. Motion carried all ayes. Meeting adjourned at 7:09 p.m.

Lenny Maenza, Chairperson

Tara Landis, Secretary

Minutes of the City of Vandalia Planning Commission
September 23, 2025

Members Present:	Ms. Kristin Cox, Mr. Lucious Plant, Mr. Bob Hussong
Members Absent:	None
Staff Present:	Michael Hammes, City Planner Ben Graham, Zoning & Planning Coordinator Ben Borton, Director of Public Service Rob Cron, Assistant City Manager
Others Present:	Greg Berling, Leon Mable, Sharon Mable, Alex Gonter-Dray, Russell Muntz, Rick Ford

Call to Order

Ms. Cox called the meeting to order at 6:01 p.m.

Attendance

Ms. Cox noted that three members were present. She added that the remaining two seats were vacant, so there was no need to excuse an absent member.

Approval of Minutes of the Planning Commission

Mr. Plant made a motion to approve the August 26th, 2025, minutes. Mr. Hussong seconded the motion. The motion carried 3-0.

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 25-0013 – Rezoning – Foxfire Section 8 – 770 Bolton Abbey Lane

Mr. Hammes introduced Case PC 25-0013. Greg Berling, on behalf of Campbell Berling Huber Heights LLC, requests a change of zoning as previously established by the Zoning Ordinance of the City of Vandalia. The request involves one parcel totaling 15.485 acres +/-, located at 770 Bolton Abbey Lane in the City of Vandalia. As proposed, the subject property would be rezoned from the RSF-2 Residential Single-Family district to the RSF-4 Residential Single-Family and A - Agriculture districts.

Mr. Hammes explained that the application involved 15.485 acres in Section 8 of the Foxfire development. The applicant wishes to rezone the bulk of the property to the RSF-4 district, which would match Section 9 to the south. A small area at the northeast end of the site would be zoned A – Agriculture to match adjacent properties.

Mr. Hammes discussed surrounding zoning districts. With the exception of Section 9 (RSF-4) and a portion of Section 7 (RTF), the Foxfire development is mostly in the RSF-2 district. The development is bordered to the west by Highway Business and I-75, to the north by Agriculture parcels along Poplar Creek, and to the south by Office/Industrial Park parcels along Little York Road. The Riverdale Subdivision is located to the east, in a Planned Unit Development district.

Mr. Hammes discussed the proposed Agriculture area at the northeast end of the site. He noted that the narrow strip of land is not usable as RSF-2, so the proposed A – Agriculture zoning would be reasonable given the surrounding Agriculture parcels located on either side of that area.

Mr. Hammes discussed the proposed layout for Section 8. He noted that the layout is provided to demonstrate that the development would meet the standards of the proposed RSF-4 district. He added that the current proposal has several open space lots not present in previous proposed layouts.

Mr. Hammes discussed the proposed additional landscaping within Section 8. He also discussed the redesigned retention areas.

Mr. Hammes reported that the 2020 Comprehensive Plan designates this parcel as Low Density Residential, a designation shared with the entire Foxfire development. He added that Staff believes that the proposed rezoning is consistent with that designation.

Mr. Hussong asked about a property at the corner of Bolton Abbey Lane and Cheviot Hills Lane. Mr. Hammes replied that that parcel was previously set aside as a public park, and is zoned PF – Public Facilities as a result. The City does not have ownership control of the parcel, but the plan remains to convert that parcel into a park.

Hearing no further questions from the Commission, Ms. Cox invited the applicant to the podium.

Mr. Greg Berling, of Campbell Berling, addressed the Commission. He thanked the Commission for considering the application. He added that construction was proceeding well in Section 9, and he looked forward to continuing that progress in Section 8.

Mr. Berling provided some background about the Foxfire subdivision. He noted that the original plan for the subdivision included a buffer area along the west side of the development along the Highway Business area. This buffer included Section 9 and part of Section 8. A rezoning application was filed in 2020 to create this RSF-4 buffer area on part of Section 8, but that application was denied.

Mr. Berling discussed the proposed layout for Section 8. He explained that his company had worked with nearby residents and City Staff to come up with a revised layout.

Mr. Berling pointed out that the 2020 proposal featured 65-foot lots, which took up the entire area of Section 8. He noted that residents had expressed a desire for buffers between the existing homes and any narrower lots.

Mr. Berling discussed specific changes to various lots, noting that several parcels have increased setbacks and other changes to accommodate additional landscaping. In most cases, these changes would not be feasible under the existing RSF-2 zoning.

Mr. Berling reported that Fischer Homes is doing well in Section 9, with projected home prices increasing from $350,000 to an average sale price of $398,000. The homebuilder has committed to requiring elevations with masonry in Section 8.

Mr. Berling discussed the park at Cheviot Hills and Bolton Abbey. He explained that customers in Section 9 had requested a playground or park. The property would be maintained by the Homeowners' Association.

Mr. Berling reported that the Section 8 lots would all be 58-foot lots.

Mr. Berling discussed the landscaping plan for the development, pointing out that the design was intended to create visual enhancements throughout Section 8. As with the park, this landscaping would be maintained by the HOA.

Mr. Berling confirmed that the flag area at the northeast would eventually be deeded over to the property owners adjacent to that parcel. The parcel does not have any use for the Foxfire development, so deeding that parcel over makes sense.

Mr. Plant asked about the benefit of the RSF-4 zoning compared to the current RSF-2 zoning. Mr. Berling replied that the RSF-4 zoning allows for 35 lots with additional open space, compared to 29 lots and no open space under RSF-2.

Mr. Plant asked about the proposed masonry elevations. Mr. Berling replied that Fischer Homes had committed to masonry on all new homes in Section 8, with no all-siding homes.

Mr. Plant discussed concerns about grading in Section 9, and asked how that would impact Section 8. Mr. Berling replied that Section 8 has more variation in grading, which allows for more flexibility with regard to walk-out lots.

Ms. Cox asked how many lots in Section 9 had been sold so far. Mr. Berling replied that 18 of the 29 lots were under contract, with an additional 5 or 6 lots planned for market homes. He added that Fischer Homes expected to be out of lots by the end of 2025.

Mr. Plant asked about the Low Density designation. Mr. Hammes replied that the entire Foxfire development is designated as Low Density. The proposed RSF-4 zoning would allow a slightly higher density than the RSF-2, but would still be considered Low Density. Medium Density areas are reserved for denser developments such as apartments, townhomes, and similar multi-family structures.

Hearing no further questions, Ms. Cox opened the public portion of the meeting.

Public Comments

Mr. Leon Mable, of 778 Foxfire Trail, asked about the original zoning for the Section 8 and 9 area. Mr. Hammes replied that he did not know the original zoning. Mr. Mable believed that the zoning then was the same as the zoning now, and suggested that there is no reason to change that zoning. He noted that there is no landscaping in Section 9.

Mr. Mable argued that the proposed playground is unneeded, and that it should be used as a park instead.

Mr. Mable argued that the proposed rezoning would cheapen the neighborhood. He asked the Commission to keep the current zoning.

Mr. Alex Gonter-Dray, of 751 Foxfire Trail, discussed a meeting between residents and the developer in May 2024, noting that the developer had claimed that there would be landscaping to create separation between the old section and the new section.

Mr. Gonter-Dray argued that the developer had described stormwater arrangements for the previous layout that are not reflected in the current proposal.

Mr. Gonter-Dray argued that the homes under construction in Section 9 are built with improper shingles and dormers. He argued that additional smaller-lot homes would take away from the property values in Foxfire.

Mr. Gonter-Dray asked for clarification as to the masonry proposed for the new homes. He added that homes in Shaker Run between Lebanon and Monroe would be a useful template for these homes.

Mr. Gonter-Dray asked if sidewalks would continue over the proposed culverts.

Mr. Gonter-Dray suggested that the community does not want to be like other cities with narrower homes.

Ms. Cox noted that the applicant would return to the podium to answer all questions at once.

Mr. Russell Muntz, of 825 Deerhurst Drive, suggested that more homes would bring in more traffic. Referring to the zoning map, Mr. Muntz argued that the additional homes would be too dense, and would result in cars parking on the street.

Mr. Muntz argued that 6 additional lots would generate 12 additional cars coming down the street per day, which could create problems for traffic.

Mr. Muntz asked the Commission to consider the wishes of the residents and reject the wishes of the developer.

Mr. Rick Ford, of 1616 Ashworth Drive, who identified himself as a candidate for City Council, expressed an interest in preserving the homes that are already there for the residents who have invested in those homes. Citing a Berkshire-Hathaway study of the current housing market, it is difficult for young families to purchase homes, especially when baby boomers are looking to downsize at the same time.

Mr. Ford noted that the City of Vandalia was an aspirational place where people wanted to migrate north. He argued that families were now moving further north to Troy and Tipp City. He does not have a good answer as to why that is the case. He reiterated that he has talked to residents about this issue as a candidate for City Council.

Mr. Greg Berling returned to the podium. He thanked the residents for expressing their concerns in a courteous and professional manner.

Mr. Berling pointed out that the new buyers in Section 9 have children and want to be part of the Vandalia-Butler School District. With kids moving into the neighborhood, a playground would be a useful amenity.

Mr. Berling pointed out that his firm had one their research before committing to the development. He compared this proposal to Carriage Trail, where the average home price is $385,000. With a better school district and a better location, values in this development could range from $310,000 up to $419,000. Customers have many options that could increase home values, and Fischer has an interest in increasing those values.

Mr. Berling pointed out that the smaller lots in Sections 7 and 9 make sense as smaller lots to buffer the adjacent business areas. He pointed out that some of the business parcels to the west were cleared after Section 9 went under construction.

Mr. Berling clarified that Fischer Homes would only allow front elevations that feature masonry. This allows the customer to upgrade the elevation to a full-brick front or a partial brick front, as an example.

Mr. Berling confirmed that the culverts would have sidewalks, as required by the City.

Mr. Berling pointed out that 12 more cars coming down Deerhurst would not leave at the same time every day, all at once.

Mr. Berling added that adding the additional 6 lots allows for amenities such as the open space and landscaping that would not be possible otherwise.

Mr. Berling agreed with Mr. Ford regarding the difficulty of getting new families into homes. He argued that Fischer offers a number of programs that help. He added that the school district made this a very attractive area for new homes.

Ms. Cox asked if there were any further comments.

Mr. Russell Muntz returned to the podium. He pointed out that there are 12 houses in Section 9 with "Available" signs. He argued that having completed homes unsold does not suggest that buyers are eager to move into the neighborhood, and that the assertion that the neighborhood was selling well may be untrue.

Mr. Hussong asked for clarification, noting that for sale signs are generally not removed until the home is sold. Mr. Berling replied that he has no reason to believe that Fischer Homes was being dishonest.

Mr. Leon Mable asked Mr. Hammes if he had set foot in the development over the past 45 days. Mr. Hammes replied that he had performed several zoning inspections during the previous week. He then asked the members of the Commission the same question. He asked the members of the Commission to picture that street with 12 additional cars, and suggested that it would be a challenge for emergency access, moving trucks, and traffic in general.

Hearing no further comments, Ms. Cox closed the public portion of the meeting.

Review Criteria

Ms. Cox stated that the main duty of the Planning Commission is to review the application and consider how the Zoning Code applies to the request. In this case, the question is to review how the RSF-4 zoning would compare to the current RSF-2 zoning, in light of the requirements of the Zoning Code.

Mr. Plant asked if there was an alternative plan that would be viable if the rezoning is denied. Mr. Berling replied that there is an existing plan approved for Section 8 under RSF-2. That plan would not allow for the additional landscaping or open space.

Mr. Plant asked if the previous plan is available for review. Mr. Hammes replied that the previous proposal was not included in the packet, but could confirm that the lot and road layout was similar.

Ms. Cox asked about the house sizes and whether they would change with larger lots. Mr. Berling replied that the same homes (with the same widths) would be built regardless of lot size, so the wider lots would not result in wider homes.

Ms. Cox moved on to the Review Criteria.

Recommendations and decisions on zoning map amendment applications shall be based on consideration of the following review criteria. Not all criteria may be applicable in each case, and each case shall be determined on its own facts.

1. The proposed amendment will further the purposes of this overall code;

   Staff Comment: Staff feels that the proposed rezoning furthers the purposes of the code.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

2. The proposed amendment and proposed uses are consistent with the City's adopted plans, goals and policies;

   Staff Comment: Staff feels that the proposed rezoning is consistent with the City's goals and policies, and particularly that it is consistent with the Comprehensive Plan.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

Review Criteria (Cont'd)

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

   Staff Comment: Based on the history of the site, Staff feels that the proposed rezoning is necessary due to changing conditions.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

4. The public facilities such as transportation, utilities, and other required public services will be adequate to serve the proposed use;

   Staff Comment: Staff feels that the site has adequate access to transportation, utilities, and other required public services to serve the proposed single-family residential development.

The Planning Commission agreed with the staff comment by a vote of 3-0.

5. The proposed rezoning will not adversely affect the economic viability of existing developed and vacant land within the City;

   Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Mr. Hussong and Ms. Cox agreed with the staff comment. Mr. Plant disagreed. The Planning Commission agreed with the staff comment by a vote of 2-1.

6. The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, storm water management, wildlife, and vegetation, or such impacts will be substantially mitigated;

   Staff Comment: Staff feels that the proposed rezoning complies with this review criteria.

Ms. Cox agreed with the staff comment. Mr. Plant and Mr. Hussong disagreed. The Planning Commission **disagreed** with the staff comment by a vote of 1-2.

7. The proposed amendment will not constitute an instance where special treatment is given to a particular property or property owner that would not be applicable to a similar property, under the same circumstances;

   Staff Comment: Staff feels that the proposed zoning is justified on the merits, and does not constitute special treatment.

The Planning Commission agreed with the staff comment by a vote of 3-0.

Review Criteria (Cont'd)

8. The proposed amendment would correct an error in the application of this Planning and Zoning Code as applied to the subject property.

   Staff Comment: Staff feels that this criterion does not apply.

The Planning Commission agreed with the staff comment by a vote of 3-0.

Recommendation

Ms. Cox noted that the Commission disagreed on some of the review criteria, and asked that the members explain their positions before the vote.

Ms. Cox noted that Staff recommended approval of the proposed rezoning.

Mr. Plant expressed concern about the consistency of Section 8 as compared to the majority of parcels in Foxfire. He noted that the majority of lots are RSF-2. Section 8 can be developed without the rezoning, even if doing so would result in fewer new homes.

Mr. Plant expressed concern about adverse impacts on stormwater management. He stated that he would need to hear more about the proposed stormwater management.

Mr. Hussong echoed concerns about stormwater management and the possible impact on wildlife, referencing Criteria 6. Any construction had the potential to disrupt wildlife, which could result in adverse impacts.

Mr. Hussong praised the inclusion of open space lots which would bring more value to the area.

Hearing no further comments, Mr. Hussong made a motion to approve the rezoning of Foxfire Section 8 as proposed. Mr. Plant seconded the motion on a procedural basis.

Ms. Cox and Mr. Hussong voted in favor of the motion. Mr. Plant voted against. The motion was carried by a vote of 2-1.

Ms. Cox noted that the recommendations of the Commission would be reviewed at the Council Study Session on Monday, October 6th, 2025.

Communications

Mr. Hammes reported that long-time Planning Commission member and outgoing Vice Chair Dave Arnold had resigned due to health concerns. Mr. Hammes thanked Mr. Arnold for his support and assistance over the years, and wished him the best.

Mr. Hammes reported that Mr. Plant, having been selected as Second Vice Chair, would now serve as Vice Chair.

Ms. Cox echoed the comments regarding Mr. Arnold and Mr. Plant, and thanked them for their service.

Adjournment

Ms. Cox asked for a motion to adjourn. Mr. Hussong made the motion. Mr. Plant seconded the motion. The vote passed 3-0.

Ms. Cox adjourned the meeting at 7:14 p.m.

Chairperson