

1. Agenda

Documents:

[2026.01.21 COUNCIL AGENDA.PDF](#)

2. Minutes - January 7, 2026

Documents:

[2026.01.07 COUNCIL MINUTES.PDF](#)

3. City Manager's Report

Documents:

[CITY MANAGER REPORT.PDF](#)

4. RES NO. 2025.30 Safe Routes To School Travel Plan Grant Application

Documents:

[RES NO. 2025.30 SCHOOL TRAVEL PLAN GRANT APPLICATION.PDF](#)

5. RES NO. 2026.01 Authorizing Intergovernmental Agreement

Documents:

[RES NO. 2026.01 AUTHORIZING INTERGOVERNMENT AGREEMENT.PDF](#)  
[RES NO. 2026.01 - EXHIBIT - 3BS AND K ROAD MAINTENANCE \(DJB REDLINE AND MISCELLANEOUS TERMS AND CONDITIONS\).PDF](#)

6. RES NO. 2026.03 Electric Aggregation Services

Documents:

[RES NO. 2026.03 ELECTRIC AGGREGATION SERVICES.PDF](#)  
[RES NO. 2026.03 EXHIBIT PROCUREMENT RESULTS II.PDF](#)

7. ORD NO. 2025.36 Authorizing TIF Agreement

Documents:

[ORD NO. 2025.36 AUTHORIZING TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT.PDF](#)  
[ORD NO. 2025.36 - EXHIBIT MARKED COPY OF TIF REIMBURSEMENT AGREEMENT \(10272025\).PDF](#)  
[ORD NO. 2025.36 EXHIBIT TIF REIMBURSEMENT AGREEMENT - 10-27-25.PDF](#)  
[ORD NO. 2025.36 - EXHIBIT NEWMANROOFING\\_ESTIMATE.PDF](#)  
[ORD NO. 2025.36 - EXHIBIT NEWMAN ROAD MEMO.PDF](#)  
[ORD NO. 2025.36 - EXHIBIT NEWMANN TIF ORIGINAL 2021.52.PDF](#)

8. ORD NO. 2026.04 UDF Site Plan

Documents:

ORD NO. 2026.04 UDF SITE PLAN.PDF  
APPLICATION - UDF, MAJOR COMMERCIAL SITE PLAN (1).PDF  
CIVIL PLANS - UDF, MAJOR COMMERCIAL SITE PLAN.PDF  
ELEVATIONS - UDF, MAJOR COMMERCIAL SITE PLAN.PDF  
LANDSCAPE PLAN - UDF, MAJOR COMMERCIAL SITE PLAN.PDF  
STAFF REPORT - UDF, 303 W GRANVILLE STREET.PDF



**AGENDA OF BUSINESS  
REGULAR MEETING OF COUNCIL  
SUNBURY, OHIO  
January 21, 2026 at 7:30 P.M.**

**SILENT PRAYER & PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Mr. Damin Cappel, Mrs. Cindi Cooper, Ms. Nancy Crawford, Mr. Tim Gose, Mr. John Grumney, Mr. Marc Long, and Mr. Joseph St. John.

**MINUTES:**

- January 7, 2026 Meeting Minutes

**VISITORS**

**COMMITTEE REPORTS**

**CITY MANAGER'S REPORT**

**RESOLUTIONS**

Third Readings

**RESOLUTION 2025.30**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PREPARE AND SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION TO DEVELOP A SAFE ROUTES TO SCHOOL TRAVEL PLAN AND TO EXECUTE CONTRACTS AS REQUIRED**

Second Readings

**RESOLUTION 2026.01**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE OF A SEGMENT OF 3Bs AND K ROAD FROM US36/SR37 TO CHESHIRE ROAD**

First Readings

**RESOLUTION NO. 2026.03**

**A RESOLUTION AUTHORIZING EXECUTION OF A GOVERNMENTAL AGGREGATION SERVICES AGREEMENT FOR THE PROVISION OF ELECTRICAL ENERGY FOR CITY OF SUNBURY PARTICIPATING RESIDENTS AND BUSINESSES**

**ORDINANCES**

Third Readings

**ORDINANCE NO. 2025.36 (TABLED)**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT WITH SUNBURY DEVELOPMENT, LLC**

**AGENDA OF BUSINESS  
REGULAR MEETING OF COUNCIL  
SUNBURY, OHIO  
January 21, 2026 at 7:30 P.M.**

Second Readings

**ORDINANCE 2026.04**

**AN ORDINANCE APPROVING THE COMMERCIAL SITE PLAN AND BUILDING APPLICATION OF UNITED DAIRY FARMERS FOR THE REDEVELOPMENT OF A NEW CONVENIENCE STORE AND FUELING STATION TO BE LOCATED AT 303 W. GRANVILLE STREET.**

First Readings

**NEW / UNFINISHED BUSINESS**

**ADJOURNMENT**

- Regular Meeting – February 4, 2026 at 7:30 pm

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Regular Council Minutes  
January 7, 2026**

Mayor Joe St. John opened the Sunbury City Council (“Council”) meeting at 7:30 p.m., January 7, 2026, with a moment of silent prayer and then the Pledge of Allegiance.

Mayor Joe St. John administered the Oaths of Office to Damin Cappel, Nancy Crawford, Tim Gose, John Grumney, and Marc Long.

**ROLL CALL**

Those answering roll call: Damin Cappel, Cindi Cooper, Nancy Crawford, Tim Gose, John Grumney, Marc Long, and Joseph St. John. Other staff in attendance included City Manager Daryl Hennessy, Legal Counsel Dave Brehm, Clerk of Council Alyssa Graziano, and Deputy Police Chief Shawn Wade.

**MINUTES**

Motion by **Gose** and seconded by **Grumney** to approve the December 17, 2025, regular meeting minutes. Upon roll, 7 yeas; the minutes were approved.

**VISITORS**

There were no visitors who wished to speak to Council.

**COMMITTEE REPORTS**

Mrs. Cooper began by giving an update on the Parks and Recreation Committee meeting and introduced a guest speaker to discuss the potential removal of a significant tree located on the Square. Mr. Aaron Noblet, a consulting arborist, explained that his risk assessment of the large silver maple indicates it should be removed and replaced due to significant decay from improper topping in the 1990s, the tree’s age, and the species’ susceptibility to storm damage. He noted the tree’s history of large limb failures and emphasized that its location in a heavily used park creates a high risk to both pedestrians and vehicles, a conclusion supported by two other city foresters from neighboring communities. City staff will proceed with planning the removal of the tree.

Mr. Cappel reported that the Services Committee met and much of the discussion focused on implementing a quality-based selection process for consulting services, including an on-call list to improve efficiency and ensure qualified firms for projects. The committee also discussed fiber communication expansions in the Sunbury area and highlighted the updated 3B’s and K maintenance agreement with Berkshire and Berlin Townships, along with other project updates.

**POLICE REPORT**

Deputy Chief Wade reported that the holidays passed without major incidents and that one officer remains in field training, while Officer Brian Newsome has transitioned from part-time to full-time and is expected to be on patrol by mid-January following acclimation training. He noted the department has completed all annual in-service training, including training on ballistic shield and firearm utilization. He referenced the Chief’s year-over-year report comparing 2024 and 2025, highlighting increases in domestic calls, traffic crashes, and juvenile-related calls, which will be reviewed further during future division presentations. He also noted that radar sign data has been provided for Council’s review.

**ADMINISTRATOR’S REPORT**

Mr. Hennessy reported that the City will soon release an RFP for photography, videography, and graphic design services. He noted that the municipal building renovation, delayed by sewer repairs and permit issues, is now expected to have the lower level completed by the end of January/early February. The year-end zoning report shows approved zoning certificates for 271 housing units, with just under half single-family and the remainder from the Northport Place multifamily development. He also provided an

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update on the activities of the Joint Recreation District. To date, nearly 1,400 community survey responses have been received, with results summarized and presented at a mid-February community meeting. The upcoming community meeting will also solicit feedback on programming space within the community center and site selection criteria.

**ENGINEER'S REPORT**

Ms. Odebralski reported that the Columbus Street parking lot is nearly complete, with landscaping, seeding, and capstone installation to follow in the spring. She provided an update on the East Granville Street widening project, noting an upcoming meeting with ODOT to explore additional funding beyond the current \$4.2 million federal and \$1.25 million state allocations and discussion options for managing traffic during construction. She also highlighted a new traffic pattern at Cherry Street and North Miller Drive, designed to improve school traffic flow, which appears to be working well. Finally, she shared that she continues her participation in the Delaware Leadership program, focusing on topics like schools and social work, and will maintain her board membership with the Central Ohio American Public Works Association following completion of her year as president of the local chapter.

**RESOLUTIONS**

**RESOLUTION 2025.30**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PREPARE AND SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION TO DEVELOP A SAFE ROUTES TO SCHOOL TRAVEL PLAN AND TO EXECUTE CONTRACTS AS REQUIRED**

Council conducted the second reading of the Resolution.

**RESOLUTION 2026.01**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE OF A SEGMENT OF 3Bs AND K ROAD FROM US36/SR37 TO CHESHIRE ROAD**

Council conducted the first reading of the Resolution.

**RESOLUTION 2026.02**

**A RESOLUTION TO ESTABLISH A CYBERSECURITY POLICY FOR THE CITY OF SUNBURY**

Motion to Suspend the Rules by **St. John**, seconded by **Cappel**, upon roll approved 7-0.

Motion on the Resolution by **St. John**, seconded by **Cappel**, upon roll approved 7-0.

**ORDINANCES**

**ORDINANCE NO. 2025.36**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT WITH SUNBURY DEVELOPMENT, LLC**

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Following the third reading of the ordinance, there was a motion to table the Ordinance by **St. John**, seconded by **Grumney**, upon roll approved 7-0.

**ORDINANCE NO. 2025.38**

**AN ORDINANCE AMENDING THE SOUTHERN BOUNDARY LANDSCAPE SCREENING PLAN FOR AN APPROVED PLANNED COMMERCIAL AREA DEVELOPMENT PLAN FOR THE MEADOWS AT SUNBURY APARTMENTS LOCATED AT 400 OVERLAND DRIVE, SUNBURY, OHIO.**

Motion on the Ordinance by **St. John**, seconded by **Crawford**, upon roll approved 7-0.

**ORDINANCE NO. 2026.03**

**AN ORDINANCE AWARDDING THE CONTRACT FOR JR SMITH PARK IMPROVEMENTS TO 2K GENERAL COMPANY, INC. OF DELAWARE COUNTY AND DECLARING AN EMERGENCY**

Motion to Suspend the Rules by **Cooper**, seconded by **Gose**, upon roll approved 7-0.

Motion on the Emergency by **Cooper**, seconded by **Gose**, upon roll approved 7-0.

Motion on the Ordinance by **Cooper**, seconded by **Gose**, upon roll approved 7-0.

**ORDINANCE 2026.04**

**AN ORDINANCE APPROVING THE COMMERCIAL SITE PLAN AND BUILDING APPLICATION OF UNITED DAIRY FARMERS FOR THE REDEVELOPMENT OF A NEW CONVENIENCE STORE AND FUELING STATION TO BE LOCATED AT 303 W. GRANVILLE STREET.**

Council conducted the first reading of the Ordinance.

**NEW / UNFINISHED BUSINESS**

Mr. Hennessy explained that the 2026 City Council rules include few changes, mainly updating titles to align with Charter revisions. He also noted a proposed change to consolidate the administrator, engineer, and police chief into a single city manager report, which will still include their updates and allow for questions as needed.

Motion by **Grumney** to approve the Council Rules, seconded by **Cappel**, upon roll approved 7-0.

Motion by **St. John** to enter into Executive Session, seconded by **Cooper**, upon roll approved 7-0.

Motion by **St. John** to Reconvene into Regular Session, seconded by **Gose**, upon roll approved 7-0.

Motion by **St. John** to appoint Mr. John Grumney as Council President, seconded by **Cappel**, upon roll approved 7-0.

Motion by **St. John** to appoint Ms. Liz Kooi to the Board of Zoning Appeals, seconded by **Cooper**, upon roll approved 7-0.

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Motion by **St. John** to appoint Mr. Matt Hochberg to the Sunbury Parkway New Community Authority and appoint Ms. Kris Heller and Mr. Dennis Willman to the Sunbury East Community Development Authority, seconded by **Cappel**, upon roll approved 7-0.

Motion by **Grumney** to appoint Mr. Marc Long as the Council representative to the Planning and Zoning Commission for a two year term, seconded by **Gose**, upon roll approved 7-0.

**ADJOURNMENT**

There being no further business for the Council, **Cappel** moved to adjourn. The motion was seconded by **Long**. Upon roll approved 7-0.

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**Joseph St. John, Mayor**

**ATTEST:**

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**Alyssa Graziano, Clerk of Council**

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**MEMORANDUM TO THE MAYOR AND MEMBERS OF CITY COUNCIL**

**FROM:** Daryl Hennessy  
City Manager

**SUBJECT:** City Manager Report

**DATE:**

**ADMINISTRATION**

**COMMUNITY AND ECONOMIC DEVELOPMENT**

**PUBLIC WORKS AND ENGINEERING**

**PUBLIC SAFETY**

## **RESOLUTION 2025.30**

### **RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO PREPARE AND SUBMIT A GRANT APPLICATION TO THE OHIO DEPARTMENT OF TRANSPORTATION TO DEVELOP A SAFE ROUTES TO SCHOOL TRAVEL PLAN AND TO EXECUTE THE CONTRACTS AS REQUIRED**

**WHEREAS**, the United States Congress has set aside monies to develop Safe Routes to School (“SRTS”) Travel Plans and award such funds through the State of Ohio, Department of Transportation; and

**WHEREAS**, the City of Sunbury, a Local Public Agency (“LPA”) can apply for grant funding to assist with the development of a school travel plan; and

**WHEREAS**, city staff are working with representatives of Carpenter Marty Transportation and estimate that the cost to complete a plan for LPA is **\$60,369.05**, of which 100% is eligible for grant assistance.

**NOW, THEREFORE BE IT ORDAINED** by the Council of the City of Sunbury, Delaware County, State of Ohio, that:

**SECTION I.** The City Administrator work with Carpenter Marty Transportation to prepare an application for SRTS funds to develop a school travel plan and submit the same to the State of Ohio, Department of Transportation. The cost of the project is estimated at **\$60,369.05**, of which the LPA, if awarded the STRS funds, agrees to pay One Hundred Percent (100%) of the cost over and above the maximum amount provided by the State of Ohio, Department of Transportation. If the application is approved for the funding the LPA will work with Carpenter Marty Transportation and the Director of the Ohio Department of Transportation to execute contracts and other documents

**SECTION II:** It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**WHEREFORE**, pursuant to Section 4.07 of the Charter of the City of Sunbury, this Resolution shall be in effect immediately after its passage.



**VOTE ON SUSPENSION OF THE RULES**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**VOTE ON RESOLUTION 2025.30**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**PASSED:** \_\_\_\_\_, 2025

\_\_\_\_\_  
**Joseph St. John, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Clerk of Council**

**CERTIFICATION**

I hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 2025, that the foregoing is a true and accurate copy of the Resolution passed at the meeting held on \_\_\_\_\_, 2025 of the City of Sunbury, County of Delaware, State of Ohio.

\_\_\_\_\_  
**Clerk of Council**

## **RESOLUTION 2026.01**

### **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE OF A SEGMENT OF 3BS AND K ROAD FROM US36/37 TO CHESHIRE ROAD**

**WHEREAS**, the City of Sunbury (the “City”) is required to provide for maintenance of 3Bs and K Road to fulfill commitments previously made to annex land west of I-71 ; and

**WHEREAS**, the City wishes to join the Berlin Township Board of Trustees (“Berlin”) and the Berkshire Township Board of Trustees (“Berkshire”) in the maintenance and improvement of Three B’s and K Road between Cheshire Road (CR 72) and US36/SR37 for the mutual benefit of all parties and the convenience and welfare of the public; and

**WHEREAS**, the City, Berlin and Berkshire wish to memorialize certain terms and set forth the responsibility for maintenance and improvement of said portion of Three B’s and K Road; and

**WHEREAS**, Council now wishes to authorize the City Manager to enter into an Intergovernmental Agreement for Road Maintenance. A copy of the Intergovernmental Agreement is attached hereto as exhibit A.

**NOW THEREFORE, BE IT RESOLVED** by the Council for the City of Sunbury, Delaware County, State of Ohio, that:

**SECTION I:** The Council for the City of Sunbury hereby approves the Intergovernmental Agreement between the City of Sunbury, the Berlin Township Board of Trustees, and the Berkshire Township Board of Trustees. A copy of the Intergovernmental Agreement attached hereto as exhibit A.

**SECTION II:** The City Manager is hereby authorized to execute the Intergovernmental Agreement Between the City of Sunbury, the Village of Galena, the Berlin Township Board of Trustees, and the Berkshire Township Board of Trustees as required and any other related or necessary documents consistent with this legislation, provided that the Intergovernmental Agreement Between the City of Sunbury, the Berlin Township Board of Trustees, and the Berkshire Township Board of Trustees shall be substantially in the form presented to this Council, with such changes not inconsistent with this Resolution as shall be agreed to by the City Manager, the Director of Law and the Director of Finance with the execution by the City Manager, the Director of Law, and Director of Finance constituting conclusive evidence of such approval.

**SECTION III:** It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**WHEREFORE**, pursuant to Section 4.07 of the Charter of the City of Sunbury, this Resolution shall be in effect immediately after its passage.

**VOTE ON SUSPENSION OF THE RULES**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**VOTE ON RESOLUTION 2026.01**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**PASSED:** \_\_\_\_\_, 2026

\_\_\_\_\_  
**Joseph St. John, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alyssa Graziano, Clerk of Council**

**CERTIFICATION**

I hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 2026, that the foregoing is a true and accurate copy of the Resolution passed at the meeting held on \_\_\_\_\_, 2026 of the City of Sunbury, County of Delaware, State of Ohio.

\_\_\_\_\_  
**Alyssa Graziano, Clerk of Council**

## MAINTENANCE AGREEMENT

### THREE B'S AND K ROAD (TOWNSHIP ROAD #35) FROM CHESHIRE ROAD (COUNTY ROAD #72) TO US36/SR37

THIS AGREEMENT is made by and among the City of Sunbury (the "City"), the Berlin Township Board of Trustees "Berlin", and the Berkshire Township Board of Trustees ("Berkshire"), herein individually referred to as a "Party" and collectively referred to as the "Parties" to the Agreement.

#### WITNESSETH

In consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. **PURPOSE.** Three B's and K Road, also known as Township Road #35 is located partially within Berkshire Township, Berlin Township and the City of Sunbury. This agreement shall set forth the responsibility for maintenance and improvement of Three B's and K Road between Cheshire Road (CR 72) and US36/SR37 by Berlin, Berkshire and Sunbury for the mutual benefit of all parties and the convenience and welfare of the public.
2. **AUTHORITY.**
  - 2.1 Pursuant to Section 723.01 of the Ohio Revised Code (ORC), except as provided in section 5501.49 of the Revised Code, the legislative authority of a municipal corporation shall have the care, supervision, and control of the public highways, streets, avenues, alleys, sidewalks, public grounds, bridges, aqueducts, and viaducts within the municipal corporation.
  - 2.2 Pursuant to Section 5571.02 of the ORC, the board of township trustees shall have control of the township roads of its township and, except for those township roads the board places on non-maintained status pursuant to section 5571.20 of the Revised Code, shall keep them in good repair.
  - 2.3 Pursuant to Section 505.90 of the ORC, the board of township trustees of one or more townships and the legislative authority of one or more municipal corporations may enter into an agreement to jointly provide for the maintenance, repair, and improvement of township and municipal roads located within the townships and municipal corporations.
  - 2.4 Pursuant to Section 9.482 of the ORC, a political subdivision may enter into an agreement with another political subdivision whereby the contracting political subdivision undertakes, and is authorized by the contracting recipient subdivision, to exercise any power, perform any function, or render any service, on behalf of the contracting recipient subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform, or render.
3. **DEFINITIONS.**
  - 3.1 **Road or Roadway.** South 3B's & K Road (Township Road 35), including all portions of the road and land encompassing the public right of way.
  - 3.2 **Jurisdiction.** The area or segment of the road lying within the township boundary or corporation limit of a Party to this Agreement.
  - 3.3 **Vegetation Maintenance.** Mowing, trimming, spraying of herbicide, removal of trees and brush, live or dead.
  - 3.4 **Snow and Ice Control.** Plowing, salting, applying brine or other treatments, or otherwise removing snow and ice.

**3.5 Routine and Minor Maintenance.** Work associated with the ordinary and customary operation and upkeep of a public roadway, and/or any other work that does not result in a change in the use, capacity or function of the roadway, including, but not limited to the following, and any other work deemed by both parties to be routine or minor maintenance, except for Vegetation Maintenance and Snow and Ice Control:

- a. **Pavement.** Patching, paving, sealing, filling of holes, graveling and related operations.
- b. **Traffic Control.** Installing applying and maintaining pavement markings, raised pavement markers, road signs, reflectors and related operations. Including repair or replacement due to damage associated with impact from a vehicle, equipment or load.
- c. **Roadside and Safety.** Regrading of slopes, repairing or replacing guardrails or other barriers and related operations, including repair or replacement due to damage from impact from a vehicle, equipment or load.
- d. **Drainage.** Maintaining, repairing and/or replacing of culverts and non-county bridges, storm sewers, catch basins, manholes or other drainage conduit and structures, cleaning and keeping open ditches, except for the repair of any drainage conveyance or structure due to damage by flood.
- e. **Acquisition of Land.** Acquisition of public right of way, in fee simple or lesser estate, for the sole purpose of performing Routine and Minor Maintenance.

**3.6 Major Maintenance and Improvement.** Work that results in a change in the use, capacity or function of the roadway, including but not limited to the following:

- a. **Widening Improvement.** Widening of the existing pavement.
- b. **Roadside Improvement.** Widening or constructing shoulders or roadside recovery areas, whether paved or unpaved, involving relocating or setting back ditches.
- c. **Intersection Improvement.** Improving or altering existing intersections or constructing new intersections by installing new pavement intersecting the existing roadway or adding turn lanes, traffic signals, roundabouts, or otherwise reconfiguring intersections, except for changing the assignment of right of way at an existing intersection by installing stop or yield signs and stop lines.
- d. **Drainage Improvement.** Adding or replacing culverts, storm sewers, catch basins, manholes when performed in conjunction with a Widening, Roadside or Intersection Improvement.
- e. **Major Maintenance or Repair.** Repair or replacement of the road, or portions thereof, resulting from natural disaster, flood, explosion, fire, hazardous chemical spills, war, strike, riots or Force Majeure.
- f. **Acquisition of Land.** Acquisition of public right of way, in fee simple or lesser estate, for the sole purpose of performing Major Maintenance and Improvement.

**4. ROAD SEGMENTS.** Road segments shall be as depicted in “Exhibit A”.

## **5. RESPONSIBILITIES.**

**5.1 Vegetation Maintenance.** The Parties shall carry out Vegetation Maintenance by separate agreement with the understanding that each Party shall ensure that its statutory requirements are met with respect to areas within its jurisdiction.

**5.2 Snow and Ice Control.** The Parties shall carry out Snow and Ice control by separate agreement with the understanding that each Party shall ensure that its statutory requirements are met with respect to areas within its jurisdiction.

**5.3 Routine or Minor Maintenance.** The Parties shall carry out Routine and Minor Maintenance at the sole cost and expense of the Party associated with the segment shown in Exhibit A.

**5.4 Major Maintenance and Improvement By One Party.** For any Major Maintenance or Improvement located wholly within the bounds of a single Party’s jurisdiction, that Party may undertake such work in its sole discretion and at its own cost and expense. Where the limits of such work end at or near the limit of its jurisdiction and a portion of the work occurs outside of the boundary of that Party, the other Party or Parties shall cooperate in good faith to permit the work to be performed in such areas and shall not unreasonably withhold permission for such Party to perform work. By way of example, and not limitation, a Party may

not unreasonably withhold permission for the Party making the Improvement to connect drainage pavement, drainage, traffic control or other roadway features to the existing roadway or portions thereof, or to erect and maintain signs or barricades for the maintenance of traffic outside of the work zone.

**5.5 Major Maintenance and Improvement Involving Multiple Jurisdictions.** Major Maintenance and Improvement as defined in Section 3.6, involving more than one Party, shall require a separate project agreement by and between the affected Parties.

- 6. ACQUISITION OF ADDITIONAL RIGHT OF WAY.** As part of any action undertaken by a Party or multiple Parties in conjunction with Major Maintenance or Improvement, the respective Party shall be responsible for acquiring and paying for any additional rights of way located within the bounds of its township or corporation limit unless otherwise specified in that project agreement.
- 7. LICENSES AND PERMITS FOR WORK WITHIN THE ROAD.** Each Township and the City shall administer permits for work within their respective jurisdiction, including construction of utilities, driveways or any other work within Three B's and K Road.
- 8. NOTICE OF CLOSURE OR WORK AFFECTING OTHER JURISDICTION.** Should any Party require closing the road to traffic for performance of its duties under this Agreement, that Party shall notify the other Parties of the planned action at the earliest date practicable. The plans for the maintenance activity shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.
- 9. ANNUAL REVIEW.** The Parties agree, through their designated representative(s), to meet not less than once per year to discuss and determine if any changes to this agreement are warranted, unless each Party consents, in writing, that such meeting is not necessary.
- 10. AUTOMATIC RENEWAL.** This agreement shall become effective on the date last approved by the Parties to this Agreement and shall renew automatically on the first day of January of each year thereafter, in perpetuity, without any further action required by any of the parties of this agreement.
- 11. SUSPENSION OR TERMINATION.** For the mutual benefit of the Parties and the safety, convenience and welfare of the public, this Agreement shall not be suspended or terminated without cause, except upon filing proper written Notice with the other political subdivisions at least twelve (12) months in advance of the date of automatic renewal, stating the intention of the Township or City to suspend or terminate the agreement and upon such renewal date the Party's responsibilities under this Agreement shall be suspended or terminated as set forth in the Notice. Upon a Notice of termination or suspension, this Agreement shall continue to be in full force and effect as to the two remaining Parties if the two remaining Parties agree in writing to continue the Agreement at least six months prior to the automatic renewal date.
- 12. NOTICE.** Notices required under this Agreement shall be transmitted in writing to all mailing addresses listed below:
  - a. City of Sunbury:**  
City Manager  
9 East Granville Street  
Sunbury, Ohio 43074
  - b. Berkshire Township:**  
Township Administrator  
1454 Rome Corners Road  
Galena, Ohio 43021
  - c. Berlin Township:**  
Township Administrator  
3271 Cheshire Road  
Delaware, Ohio 43015

**13. MISCELLANEOUS TERMS AND CONDITIONS.** The following miscellaneous terms and conditions apply to this Agreement:

**13.1 Parties Responsible For Their Own Actions.** The Parties are governmental entities/political subdivisions and lack authority to indemnify. Therefore, the Parties agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, directors, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

**13.2 Insurance.** The Parties shall respectively carry and maintain current throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverages:

- A. Commercial General Liability Insurance with minimum coverage of at least one million dollars (\$1,000,000.00) per occurrence, with an annual aggregate of at least two million dollars (\$2,000,000.00).
- B. Worker's Compensation Insurance as required by Ohio law.

Upon request, each Party shall provide the other a certificate(s) of insurance evidencing the above required insurance.

Each Party shall name the other Parties as an additional insureds on the policy(ies) of insurance required by subparagraph 12.2(A) above. Such designation shall appear on any provided certificate(s) of insurance.

Each Party shall be responsible for any and all premiums for the respective policies of insurance they are required to carry and maintain.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

The insurer shall provide at least thirty (30) days written notice to the additionally insured Parties before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place. Acknowledgment of such requirement shall be shown on any provided certificates of insurance.

In addition to the rights and protections provided by the insurance policies as required above, each Party shall retain any and all such other and further rights and remedies as are available to it at law or in equity.

**13.3 Compliance With Applicable Law.** The Parties shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement.

**13.4 Governing Law, Venue, and Jurisdiction.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before an appropriate Delaware County, Ohio court or federal court having jurisdiction over Delaware County, Ohio and such courts shall be deemed to have jurisdiction and venue. The Parties hereby irrevocably consent to such applicable law, venue, and jurisdiction.

**13.5 Records Retention/Access.** Records related to this Agreement shall be retained and accessed as follows:

- A. Retention: For a minimum of three (3) years after expiration or termination of this Agreement or as otherwise required by any applicable law, regulation, rule, or records retention schedule, whichever requires the longest retention period ("Retention Period"), the Parties shall retain and maintain all books, records, documents, papers, subcontracts, invoices, receipts, reports, documents and all other information or data relating to all matters covered by this Agreement (collectively "Records"). If an audit, litigation, prosecution, or other action (collectively "Action") is initiated during the term of this Agreement or during the Retention Period, the Parties shall retain and maintain the Records until the

Action is concluded and all issues are resolved or the longest applicable Retention Period has expired, whichever is later.

- B. Access: At any time during regular business hours (generally M-F, 8:00AM-5:00PM prevailing Eastern Time in the United States) and with reasonable notice, the Parties shall make available to the other Parties or their authorized representatives, at no cost and within a reasonable period of time, any and/or all Records. Parties or their authorized representatives shall be permitted to inspect or audit and/or make excerpts, photocopies, and/or transcripts of the Records.

**13.6 Survival.** The following sections shall survive any termination of this Agreement:

- A. Sec. 13.1 (Parties Responsible For Their Own Actions)
- B. Sec. 13.2 (Insurance)
- C. Sec. 13.4 (Governing Law, Venue, and Jurisdiction)
- D. Sec. 13.5 (Records Retention/Access)
- E. Sec. 13.6 (Survival)
- F. Sec. 13.8 (Consideration)
- G. Sec. 13.14 (Signatures).

**13.7 Assignment.** This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party without the express written consent of all Parties.

**13.8 Consideration.** The Parties agree that the mutual benefits and welfare derived from and received by all Parties and public as a result of this Agreement are good and valuable consideration in support of this Agreement. The Parties agree not to challenge this Agreement on the basis of a lack of consideration.

**13.9 Waiver.** If a Party or Parties waives performance or fails to perform an obligation(s) under this Agreement and such failure is waived by the other Parties, such waiver shall be limited to the particular obligation or failure so waived and shall not be deemed to waive other, future, or subsequent performance or failures. Waiver by a Party or the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party or Parties.

**13.10 Headings.** The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**13.11 Drafting.** This Agreement shall be deemed to have been drafted by all Parties and no interpretation shall be made to the contrary.

**13.12 Severability.** The provisions of this Agreement are severable and independent, and if any provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**13.13 Counterparts.** This Agreement may be executed in counterparts. Any counterparts shall be a part of this Agreement and constitute one (1) and the same Agreement.

**13.14 Signatures.** Any person signing this Agreement in a representative capacity hereby warrants that they have authority to sign this Agreement or have been duly authorized by their principal to sign this Agreement on such principal's behalf and are authorized to bind such principal.

**13.15 Entire Agreement.** This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement.



**BERLIN TOWNSHIP BOARD OF TRUSTEES:**

By resolution \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Ron Bullard, Township Trustee

\_\_\_\_\_  
Don Sutton, Township Trustee

\_\_\_\_\_  
Meghan Raehll, Township Trustee

Approved as to form:

\_\_\_\_\_  
Melissa A. Schiffel, Prosecuting Attorney

**BERKSHIRE TOWNSHIP BOARD OF TRUSTEES:**

By resolution \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Mike Datillo, Township Trustee

\_\_\_\_\_  
Paul Disantis, Township Trustee

\_\_\_\_\_  
Mary Howard, Township Trustee

Approved as to form:

\_\_\_\_\_  
Melissa A. Schiffel, Prosecuting Attorney

**CITY OF SUNBURY:**

By resolution \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Daryl Hennessy, City Administrator

**SUNBURY CITY ENGINEER:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Carla Odebralski, P.E., City Engineer

Approved as to form:

\_\_\_\_\_  
David J. Brehm, Director of Law

# EXHIBIT A

| Segment Map                                                                       | Segment #<br>and<br>Length | From<br>(South Limit)                                             | To<br>(North Limit)                                                   | Responsibility for<br>Routine and Minor<br>Maintenance |
|-----------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|
|  | Segment 1<br>0.865 miles   | Sherman Road<br>(T.R. 104)<br>Not Including<br>Intersection       | U.S. 36 / S.R. 37<br>(ODOT Jurisdiction)                              | City of Sunbury                                        |
|                                                                                   | Segment 2<br>1.504 miles   | Falling Meadows<br>Drive<br>(T.R. 1481)<br>Including Intersection | Sherman Road<br>(T.R. 104)<br>Including Intersection                  | Berkshire Township                                     |
|                                                                                   | Segment 3<br>1.577 miles   | Plumb Road<br>(T.R. 105)<br>Including Intersection                | Falling Meadows Drive<br>(T.R. 1481)<br>Not Including<br>Intersection | Berlin Township                                        |

**RESOLUTION NO. 2026.03**

**A RESOLUTION AUTHORIZING EXECUTION OF A GOVERNMENTAL  
AGGREGATION SERVICES AGREEMENT FOR THE PROVISION OF  
ELECTRICAL ENERGY FOR CITY OF SUNBURY PARTICIPATING  
RESIDENTS AND BUSINESSES**

**WHEREAS**, Council has identified a continuing opportunity to secure competitive pricing of electric energy for the City of Sunbury participating residents and businesses pursuant to its electric aggregation program; and

**WHEREAS**, Council has been briefed on the current electrical energy market and wishes to authorize its energy consultant, Scioto Energy, to secure final pricing for a government aggregation services agreement; and

**WHEREAS**, Council wishes to authorize the City Manager to execute a Governmental Aggregation Services Agreement with the energy services supplier offering the best pricing for a term of twenty four months and at a rate not exceeding 10.65¢/kWh;

**NOW, THEREFORE, BE IT RESOLVED** by the Council for the City of Sunbury, Ohio, Delaware County, State of Ohio as follows:

**SECTION I:** Council hereby approves a governmental aggregation services agreement for the provision of electric energy to the City of Sunbury participating residents and business from the energy services supplier offering the best final pricing to Scioto Energy on behalf of the City of Sunbury for a term of twenty-four months beginning with the May 2026 meter reads at a rate not exceeding 10.65¢/kWh. This approval is conditional upon final legal review of the services agreement and other necessary documents.

**SECTION II:** The City Manager is hereby authorized to execute the agreement as required and any other related or necessary documents consistent with this legislation.

**SECTION III:** Council specifically determines this proposal and all related procedures to be in compliance with Article IX paragraph 9.02 (F) of the Charter of the Sunbury.

**SECTION IV:** It is found and determined that all formal actions of this Council concerning and related to the adoption of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION V:** Pursuant to Section 4.07 of the Charter of the City of Sunbury, this Resolution shall be in effect immediately after its passage.

**VOTE ON SUSPENSION OF THE RULES**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**VOTE ON RESOLUTION 2026.03**

**YEAS**

**NAYS**

\_\_\_\_\_

\_\_\_\_\_

**PASSED:** \_\_\_\_\_

\_\_\_\_\_  
**Joseph St. John, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Alyssa Graziano, Clerk of Council**

**CERTIFICATION**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, that the foregoing is a true and accurate copy of the Resolution passed at the meeting held on \_\_\_\_\_, 2026, of the City of Sunbury, County of Delaware, State of Ohio.

\_\_\_\_\_  
Alyssa Graziano, Clerk of Council

# City of Sunbury Electric Aggregation – Procurement Results

January 2026



# City of Sunbury Aggregation - Currently

- 12-month agreement with Dynegy
- Fixed rate of 0.0945¢/kWh
- Expires May 2026 meter reads

# Procurement Results – Fixed Rate

Solicited Pricing Proposals from 4 certified electric retail suppliers who have demonstrated solid experience in the community aggregation space:



Requested fixed price offers based on 12, 24, and 36 months  
Able to submit alternative offer, but only considered if the above terms submitted



# Procurement Results – Fixed Rate (cont'd)

Solicited Pricing Proposals from 4 certified electric retail suppliers who have demonstrated solid experience in the community aggregation space. Requested fixed price offers based on 12, 24, and 36 months:

|                                                                                                                    | 12 Months<br>(\$/kWh) | 24 Months<br>(\$/kWh) | 36 Months<br>(\$/kWh) |
|--------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|
|  <b>AEP ENERGY</b>                | No Bid                | No Bid                | No Bid                |
|  <b>Direct Energy</b><br>Business | No Bid                | No Bid                | No Bid                |
|  <b>DYNEGY™</b>                   | \$0.10165             | \$0.1024              | \$0.10465             |
|  <b>Constellation.</b>          | No Bid                | No Bid                | No Bid                |

AEP's current PTC is @ 10.65¢/kWh through March 31, 2026

**ORDINANCE NO. 2025.36**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A  
TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT WITH SUNBURY  
DEVELOPMENT, LLC**

**WHEREAS**, the City of Sunbury, by its Ordinance No. 2021.52 passed on December 1, 2021 has declared the improvement of a certain parcel of real property located within the City to be a public purpose and 75% exempt from taxation, required the owner of the Parcel to make service payments in lieu of taxes to the Delaware County Treasurer, has established the 208 Public Improvement Tax Increment Equivalent Fund for the deposit of the Service Payments, and has specified public infrastructure improvements made or to be made that benefit or serve the Parcel, all pursuant to and in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code; and

**WHEREAS**, Sunbury Development, LLC has heretofore constructed an extension to the existing Kintner Parkway for the purpose of providing access to and for the development of a portion of the Parcel (the “*Kintner Parkway Extension*”); and

**WHEREAS**, the City has determined that the Kintner Parkway Extension has been constructed to public roadway standards and, upon dedication and acceptance by the City as a public right-of-way per the terms and conditions set forth herein would become a Public Infrastructure Improvement; and

**WHEREAS**, the City has determined that it would be financially advantageous if the Parcel were to be subdivided which would allow the TIF Exemption to apply to each subdivided portion of the Parcel as each subdivided portion of the Parcel is developed and such application would maximize the Service Payments and provide for the payment of additional costs of the Public Infrastructure Improvements; and

**WHEREAS**, Sunbury Development, LLC has agreed to subdivide the property and other terms set forth in the agreement provided that the City would agree to allocate a portion of the Service Payments for the purpose of reimbursing Sunbury Development, LLC for the cost of constructing Kintner Parkway Extension; and

**NOW THEREFORE, BE IT ORDAINED** by the Council for the City of Sunbury, Delaware County, State of Ohio, that:

**SECTION I:** That the City Administrator for the City of Sunbury is authorized to execute a tax increment financing reimbursement agreement with Sunbury Development, LLC (a draft of said TIF Reimbursement Agreement is attached hereto as Exhibit “A”) provided that the agreement shall contain substantially the terms of the draft agreement presented to this Council, with such changes not inconsistent with this Ordinance as shall be agreed to by the City Administrator and the Director of Law with the execution by the City Administrator and the Director of Law constituting conclusive evidence of such approval.

**SECTION II:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE,** this Ordinance shall be in effect and in force from and after the earliest time permitted by law.

**VOTE ON ORDINANCE NO. 2025.36**

**YEAS**

**NAYS**

**PASSED** \_\_\_\_\_, 2025

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Joseph St. John, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Amber Swain, Clerk of Council**

### **CERTIFICATION**

I hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 2025, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on \_\_\_\_\_, 2025, of the City of Sunbury, County of Delaware, State of Ohio.

\_\_\_\_\_  
Amber Swain, Clerk of Council

TAX INCREMENT FINANCING  
REIMBURSEMENT AGREEMENT  
(Newman Roofing Project)

This **TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of ~~October~~, 2025 (the “**Effective Date**”) by and between the **CITY OF SUNBURY, OHIO** (the “**City**”), a municipal corporation duly organized and existing under the constitution and the laws of the State of Ohio and its Charter, and **SUNBURY DEVELOPMENT LLC** (the “**Developer**” and together with the City, being referred to herein as the “**Parties**”), an Ohio limited liability company, under the circumstances summarized in the following recitals.

WITNESSETH:

WHEREAS, the City, by its Ordinance No. 2021.52 passed on December 1, 2021 and attached hereto as **EXHIBIT A** (the “**TIF Ordinance**”), has declared the improvement of a certain parcel of real property located within the City as identified in the TIF Ordinance (the “**Parcel**”) to be a public purpose and 75% of the improvement value of the Parcel exempt from taxation (the “**TIF Exemption**”), required the owner of the Parcel to make service payments in lieu of taxes (including allocable property tax rollback payments, the “**Service Payments**”) to the Delaware County Treasurer, has established the 208 Public Improvement Tax Increment Equivalent Fund (the “**TIF Fund**”) for the deposit of the Service Payments, and has specified public infrastructure improvements made or to be made that benefit or serve the Parcel (the “**Public Infrastructure Improvements**”), all pursuant to and in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code; and

WHEREAS, the Developer has heretofore constructed an extension to the existing Kintner Parkway for the purpose of providing access to and for the development of a portion of the Parcel (the “**Kintner Parkway Extension**”) and to support the regional development of other areas in and around the Parcel; and

WHEREAS, the City has determined that the Kintner Parkway Extension has been constructed to public roadway standards and, upon dedication and acceptance by the City as a public right-of-way per the terms and conditions set forth herein, would become a Public Infrastructure Improvement as the same is defined in the TIF Ordinance and qualifying for TIF reimbursement; and

WHEREAS, the City has also determined that it would be financially advantageous if the Parcel were to be subdivided which would allow the TIF Exemption to apply to each subdivided portion of the Parcel as each subdivided portion of the Parcel is developed and such application would maximize the Service Payments and provide for the payment of additional costs of the Public Infrastructure Improvements; and

WHEREAS, the Developer has agreed to subdivide the Parcel and other terms set forth herein provided that the City would agree to allocate a portion of the Service Payments for the purpose of reimbursing the Developer for the cost of constructing Kintner Parkway Extension; and

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WHEREAS, the City authorized the execution and delivery of this Agreement by passage of Ordinance No. 2025.\_\_\_\_ on \_\_\_\_\_, 2025;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree to the foregoing and as follows:

Section 1. Kintner Parkway Extension.

(a) Design and Construction. The City has determined that the Developer heretofore caused the construction of the Kintner Parkway Extension, which constructed was undertaken in accordance with applicable City standards.

(b) Cost of Construction. The ~~Developer expended \$ \_\_\_\_\_ to design~~ Parties agree that the Kintner Parkway Extension was constructed as a component part of a larger project. Based on an analysis of prevailing market costs at the time the Kintner Parkway Extension was constructed, the Parties have determined that the reasonably estimated cost of designing and constructing the Kintner Parkway Extension, a regional improvement, and the Developer has provided satisfactory documentation to the City which demonstrates that cost was \$ \_\_\_\_\_ (the "Cost of the Kintner Parkway Extension"). A copy, with the details of such cost is estimated costs being included herewith as on EXHIBIT B.

(c) Kintner Parkway Dedication to City; No Encumbrances. The Developer agrees to dedicate to the City the portion of the Developer's Property comprising the Kintner Parkway Extension reflected on EXHIBIT C (the "Property Dedication"). The Property Dedication shall be free and clear of all encumbrances and adverse claims, that in the City's sole discretion, not to be unreasonably exercised, interfere with the City's proposed use of the Property Dedication as a public right-of-way. This shall specifically include, but shall not be limited to, the Developer obtaining a partial release of any existing mortgage encumbering the Property Dedication. The Property Dedication shall occur on or before \_\_\_\_\_, 2025 and shall be a condition precedent to Developer's receipt of distribution of Service Payments as set forth below.

(d) Public Infrastructure Improvement. The City has determined that since the Kintner Parkway Extension was described in the TIF Ordinance (as stated on Exhibit B thereto as Kintner Parkway improvements) and the Kintner Parkway Extension was designed and constructed to City standards and once dedicated to the City, the Kintner Parkway Extension shall constitute a Public Infrastructure Improvement pursuant to the TIF Ordinance and the cost of such is eligible to be paid from Service Payments.

Section 2. Subdivision of the Parcel. Promptly following the execution of this Agreement, the Developer agrees to take such steps as are reasonably necessary to subdivide the Parcel in a manner to allow the dedication of the Kintner Parkway Extension and to create additional parcels as the Developer deems necessary in its sole and absolute discretion. The Parties agree that at a minimum, and following the subdivision of the Parcel, there will be at least two parcels with distinct tax identification numbers (i.e., one parcel where the current Newman Roofing business is located and a second parcel which would comprise the remainder of the Parcel); provided that more than two subdivided parcels would be acceptable to the City. Promptly

following the completion of the subdivision or lot split approval process including the filing of the new parcels with the Delaware County Recorder, the Developer will notify the City to such effect.

Section 3. Application of Service Payments. The TIF Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City. Money deposited in the TIF Fund will be used as follows:

(a) Forty (40%) percent of each Service Payment distributed to the City will, within thirty (30) days of receipt by the City, be remitted to the Developer for the purpose of reimbursing the Developer for the Cost of the Kintner Parkway Extension until the earlier of (i) the date on which the Developer has been fully reimbursed for the Cost of the Kintner Parkway Extension or (ii) the date on which the City receives its final Service Payment distribution due to the expiration of the TIF Exemption, and

(b) Sixty (60%) percent of each Service Payment distributed to the City will be retained by the City and used as the City determines for the purposes described in the TIF Ordinance.

No payment obligation of the City under Section 3(a) shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Cost of the Kintner Parkway Extension. In the event that upon receipt of the final Service Payments to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the Cost of the Kintner Parkway Extension, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

Section 4. TIF Administration. The City and the Developer agree that the Developer shall cooperate with the City in connection with the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City agrees to assist the Developer in the execution and filing of such applications and supporting documents with the Delaware County Auditor. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. The Developer authorizes the City to file any applications necessary to obtain from time to time those exemptions. The City and the Developer agree that costs of the City, the Developer or its assignee related to obtaining and maintaining those exemptions are reimbursable from the TIF Fund, subject to Section 3 hereof.

Section 5. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Developer other than in his or her official capacity, and neither the members of the legislative body of the City nor any City or Developer official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All

claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the Developer be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(l) No Agency Relationship. The City and the Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer is not acting as an agent of the City.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- (i) the City at: City of Sunbury, Ohio  
9 East Granville Street  
P.O. Box 508  
Sunbury, Ohio 43074
- (ii) the Developer at: Sunbury Development LLC  
825 Kintner Parkway  
Sunbury, Ohio 43074
- With a Copy To: Tim Miller, Esq.  
Isaac Wiles  
2 Miranova Place, Suite 700  
Columbus, Ohio 43215



The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until the earlier of (i) the date on which the Developer has been fully reimbursed for the Cost of the Kintner Parkway Extension or (ii) the date on which the City receives its final Service Payment distribution due to the expiration of the TIF Exemption.

(s) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*(Remainder of Page Intentionally Left Blank – Signature Pages Follow)*

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date first set forth above.

**CITY OF SUNBURY, OHIO**

By: \_\_\_\_\_  
Daryl Hennessy, Administrator

Approved as to Form:

\_\_\_\_\_  
David J. Brehm, Director of Law

**FISCAL OFFICER'S CERTIFICATE**

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the TIF Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Sunbury, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Service Payments actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Dana Steffan, Director of Finance  
City of Sunbury, Ohio

**SUNBURY DEVELOPMENT LLC**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

|



EXHIBIT A  
TIF ORDINANCE  
[Attached]

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EXHIBIT B

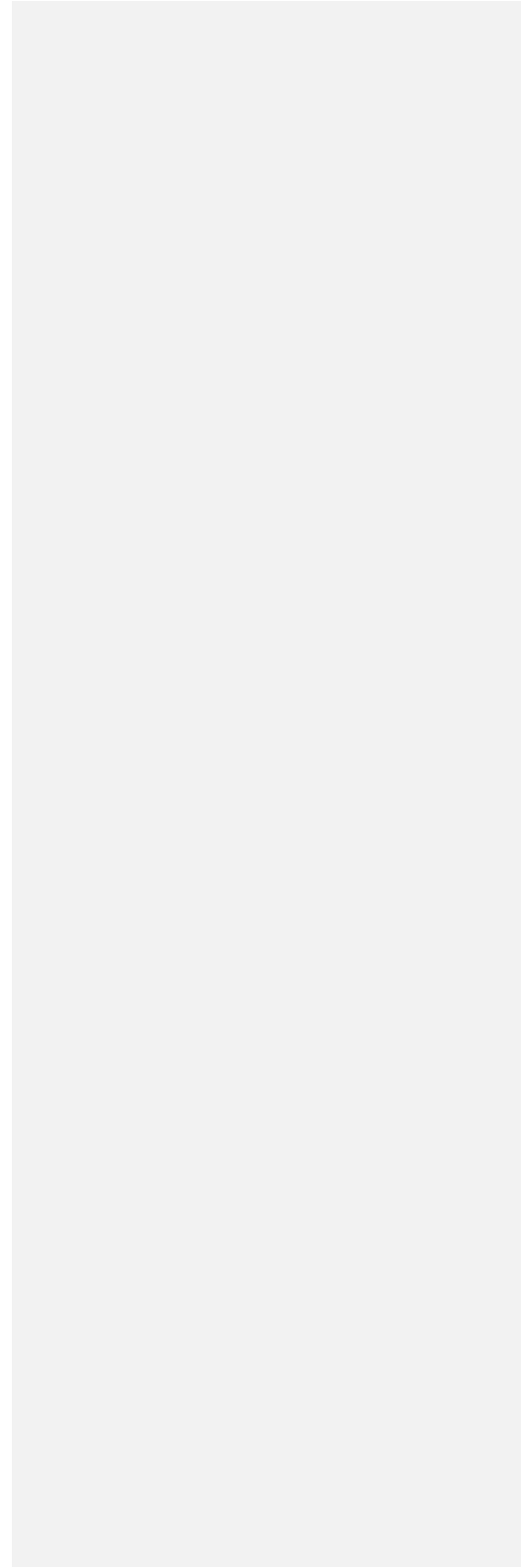
COST OF THE KINTNER PARKWAY EXTENSION  
[Attached]

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EXHIBIT C  
DEPICTION OF KINTNER PARKWAY EXTENSION  
[Attached]

4855-3662-2059.3



TAX INCREMENT FINANCING  
REIMBURSEMENT AGREEMENT  
(Newman Roofing Project)

This **TAX INCREMENT FINANCING REIMBURSEMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “*Effective Date*”) by and between the **CITY OF SUNBURY, OHIO** (the “*City*”), a municipal corporation duly organized and existing under the constitution and the laws of the State of Ohio and its Charter, and **SUNBURY DEVELOPMENT LLC** (the “*Developer*” and together with the City, being referred to herein as the “*Parties*”), an Ohio limited liability company, under the circumstances summarized in the following recitals.

WITNESSETH:

WHEREAS, the City, by its Ordinance No. 2021.52 passed on December 1, 2021 and attached hereto as **EXHIBIT A** (the “*TIF Ordinance*”), has declared the improvement of a certain parcel of real property located within the City as identified in the TIF Ordinance (the “*Parcel*”) to be a public purpose and 75% of the improvement value of the Parcel exempt from taxation (the “*TIF Exemption*”), required the owner of the Parcel to make service payments in lieu of taxes (including allocable property tax rollback payments, the “*Service Payments*”) to the Delaware County Treasurer, has established the 208 Public Improvement Tax Increment Equivalent Fund (the “*TIF Fund*”) for the deposit of the Service Payments, and has specified public infrastructure improvements made or to be made that benefit or serve the Parcel (the “*Public Infrastructure Improvements*”), all pursuant to and in accordance with Sections 5709.40, 5709.42, and 5709.43 of the Ohio Revised Code; and

WHEREAS, the Developer has heretofore constructed an extension to the existing Kintner Parkway for the purpose of providing access to and for the development of a portion of the Parcel (the “*Kintner Parkway Extension*”) and to support the regional development of other areas in and around the Parcel; and

WHEREAS, the City has determined that the Kintner Parkway Extension has been constructed to public roadway standards and, upon dedication and acceptance by the City as a public right-of-way per the terms and conditions set forth herein, would become a Public Infrastructure Improvement as the same is defined in the TIF Ordinance and qualifying for TIF reimbursement; and

WHEREAS, the City has also determined that it would be financially advantageous if the Parcel were to be subdivided which would allow the TIF Exemption to apply to each subdivided portion of the Parcel as each subdivided portion of the Parcel is developed and such application would maximize the Service Payments and provide for the payment of additional costs of the Public Infrastructure Improvements; and

WHEREAS, the Developer has agreed to subdivide the Parcel and other terms set forth herein provided that the City would agree to allocate a portion of the Service Payments for the purpose of reimbursing the Developer for the cost of constructing Kintner Parkway Extension; and

WHEREAS, the City authorized the execution and delivery of this Agreement by passage of Ordinance No. 2025.\_\_\_\_ on \_\_\_\_\_, 2025;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree to the foregoing and as follows:

Section 1. Kintner Parkway Extension.

(a) Design and Construction. The City has determined that the Developer heretofore caused the construction of the Kintner Parkway Extension, which constructed was undertaken in accordance with applicable City standards.

(b) Cost of Construction. The Parties agree that the Kintner Parkway Extension was constructed as a component part of a larger project. Based on an analysis of prevailing market costs at the time the Kintner Parkway Extension was constructed, the Parties have determined that the reasonably estimated cost of designing and constructing the Kintner Parkway Extension, a regional improvement, was \$\_\_\_\_\_ (the “*Cost of the Kintner Parkway Extension*”), with the details of such estimated costs being included herewith on **EXHIBIT B**.

(c) Kintner Parkway Dedication to City; No Encumbrances. The Developer agrees to dedicate to the City the portion of the Developer’s Property comprising the Kintner Parkway Extension reflected on **EXHIBIT C** (the “*Property Dedication*”). The Property Dedication shall be free and clear of all encumbrances and adverse claims, that in the City’s sole discretion, not to be unreasonably exercised, interfere with the City’s proposed use of the Property Dedication as a public right-of-way. This shall specifically include, but shall not be limited to, the Developer obtaining a partial release of any existing mortgage encumbering the Property Dedication. The Property Dedication shall occur on or before \_\_\_\_\_, 2025 and shall be a condition precedent to Developer’s receipt of distribution of Service Payments as set forth below.

(d) Public Infrastructure Improvement. The City has determined that since the Kintner Parkway Extension was described in the TIF Ordinance (as stated on Exhibit B thereto as Kintner Parkway improvements) and the Kintner Parkway Extension was designed and constructed to City standards and once dedicated to the City, the Kintner Parkway Extension shall constitute a Public Infrastructure Improvement pursuant to the TIF Ordinance and the cost of such is eligible to be paid from Service Payments.

Section 2. Subdivision of the Parcel. Promptly following the execution of this Agreement, the Developer agrees to take such steps as are reasonably necessary to subdivide the Parcel in a manner to allow the dedication of the Kintner Parkway Extension and to create additional parcels as the Developer deems necessary in its sole and absolute discretion. The Parties agree that at a minimum, and following the subdivision of the Parcel, there will be at least two parcels with distinct tax identification numbers (*i.e.*, one parcel where the current Newman Roofing business is located and a second parcel which would comprise the remainder of the Parcel); *provided* that more than two subdivided parcels would be acceptable to the City. Promptly following the completion of the subdivision or lot split approval process including the filing of the new parcels with the Delaware County Recorder, the Developer will notify the City to such effect.



Section 3. Application of Service Payments. The TIF Fund will be maintained in the custody of the City and will receive all distributions of Service Payments required to be made to the City. Money deposited in the TIF Fund will be used as follows:

(a) Forty (40%) percent of each Service Payment distributed to the City will, within thirty (30) days of receipt by the City, be remitted to the Developer for the purpose of reimbursing the Developer for the Cost of the Kintner Parkway Extension until the earlier of (i) the date on which the Developer has been fully reimbursed for the Cost of the Kintner Parkway Extension or (ii) the date on which the City receives its final Service Payment distribution due to the expiration of the TIF Exemption, and

(b) Sixty (60%) percent of each Service Payment distributed to the City will be retained by the City and used as the City determines for the purposes described in the TIF Ordinance.

No payment obligation of the City under Section 3(a) shall constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer has no right to have taxes or excises levied by the City for the payment of the Cost of the Kintner Parkway Extension. In the event that upon receipt of the final Service Payments to be paid under the TIF Ordinance and after its application in accordance with the terms of this Agreement, a balance remains on the Cost of the Kintner Parkway Extension, the failure to pay such balance shall not be an event of default of any kind under this Agreement and any payment obligation of the City of such balance shall be deemed forgiven by the Developer at that time.

Section 4. TIF Administration. The City and the Developer agree that the Developer shall cooperate with the City in connection with the preparation of all necessary applications and supporting documents to obtain from time to time the tax exemptions granted by the TIF Ordinance and to enable the City to receive the Service Payments. The City agrees to assist the Developer in the execution and filing of such applications and supporting documents with the Delaware County Auditor. The City and the Developer agree to perform such acts as are reasonably necessary or appropriate to maintain those exemptions and receive the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with those exemptions or the receipt of the Service Payments. The Developer authorizes the City to file any applications necessary to obtain from time to time those exemptions. The City and the Developer agree that costs of the City, the Developer or its assignee related to obtaining and maintaining those exemptions are reimbursable from the TIF Fund, subject to Section 3 hereof.

Section 5. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(e) Entire Agreement. This Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

(f) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Developer other than in his or her official capacity, and neither the members of the legislative body of the City nor any City or Developer official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Developer contained in this Agreement.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Developer, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

(j) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(k) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the City or the Developer be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(l) No Agency Relationship. The City and the Developer each acknowledge and agree that in fulfilling its obligations under this Agreement, the Developer is not acting as an agent of the City.

(m) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

- |      |                   |                                                                                         |
|------|-------------------|-----------------------------------------------------------------------------------------|
| (i)  | the City at:      | City of Sunbury, Ohio<br>9 East Granville Street<br>P.O. Box 508<br>Sunbury, Ohio 43074 |
| (ii) | the Developer at: | Sunbury Development LLC<br>825 Kintner Parkway<br>Sunbury, Ohio 43074                   |
|      | With a Copy To:   | Tim Miller, Esq.<br>Isaac Wiles<br>2 Miranova Place, Suite 700<br>Columbus, Ohio 43215  |

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(n) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy

shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(o) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(p) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(q) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(r) Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until the earlier of (i) the date on which the Developer has been fully reimbursed for the Cost of the Kintner Parkway Extension or (ii) the date on which the City receives its final Service Payment distribution due to the expiration of the TIF Exemption.

(s) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*(Remainder of Page Intentionally Left Blank – Signature Pages Follow)*

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date first set forth above.

**CITY OF SUNBURY, OHIO**

By: \_\_\_\_\_  
Daryl Hennessy, Administrator

Approved as to Form:

\_\_\_\_\_  
David J. Brehm, Director of Law

**FISCAL OFFICER'S CERTIFICATE**

The City has no obligation to make payments pursuant to the foregoing agreement except from Service Payments to be collected for deposit into the TIF Fund. That money has been pledged and appropriated for expenditure in accordance with the foregoing agreement. Accordingly, as fiscal officer for the City of Sunbury, Ohio, I hereby certify that funds sufficient to meet the obligations of the City under the foregoing Agreement, but in an amount not greater than those Service Payments actually received by the City, have been lawfully appropriated for the purposes thereof and are available in the treasury of the City, and/or upon implementation of the processes under Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Dana Steffan, Director of Finance  
City of Sunbury, Ohio

**SUNBURY DEVELOPMENT LLC**

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Title:\_\_\_\_\_

EXHIBIT A  
TIF ORDINANCE

[Attached]

EXHIBIT B

COST OF THE KINTNER PARKWAY EXTENSION

[Attached]



EXHIBIT C

DEPICTION OF KINTNER PARKWAY EXTENSION

[Attached]

4855-3662-2059.3

| Newman Roofing Roadway & Utility Cost Estimate |                                             |          |      |              |                      |
|------------------------------------------------|---------------------------------------------|----------|------|--------------|----------------------|
| ITEM                                           |                                             | QUANTITY | UNIT | UNIT PRICE   | TOTAL COST           |
| 202                                            | PAVEMENT REMOVED                            | 6        | SY   | \$ 25.00     | \$ 150.00            |
| 252                                            | FULL DEPTH PAVEMENT SAWING                  | 27       | LF   | \$ 3.50      | \$ 94.50             |
| 207                                            | SILT FENCE                                  | 323      | LF   | \$ 5.00      | \$ 1,615.00          |
| 207                                            | BEAVER DAM                                  | 4        | EA   | \$ 100.00    | \$ 400.00            |
| 207                                            | VERTIPRO INLET PROTECTION                   | 1        | EA   | \$ 110.00    | \$ 110.00            |
| 204                                            | SUBGRADE COMPACTION                         | 716      | SY   | \$ 1.50      | \$ 1,074.00          |
| 204                                            | PROOF ROLLING                               | 1        | HR   | \$ 200.00    | \$ 200.00            |
| 304                                            | AGGREGATE BASE                              | 153      | CY   | \$ 65.00     | \$ 9,945.00          |
| 441                                            | ASPHALT CONCRETE SURFACE COURSE TYPE 1      | 51       | CY   | \$ 315.00    | \$ 16,065.00         |
| 441                                            | ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1 | 51       | CY   | \$ 265.00    | \$ 13,515.00         |
| 451                                            | CONCRETE DRIVE AND APRON                    | 109      | SY   | \$ 110.00    | \$ 11,990.00         |
| 605                                            | 4" UNDERDRAIN - ROADWAY                     | 460      | LF   | \$ 12.50     | \$ 5,750.00          |
| 608                                            | COMBINATION CURB AND GUTTER                 | 460      | LF   | \$ 30.00     | \$ 13,800.00         |
| 608                                            | 18" STRAIGHT CURB                           | 60       | LF   | \$ 24.00     | \$ 1,440.00          |
| 601                                            | ROCK CHANNEL PROTECTION TYPE C W/ FILTER    | 2        | CY   | \$ 220.00    | \$ 440.00            |
| 604                                            | STANDARD CURB AND GUTTER COC AA-S125A       | 4        | EA   | \$ 4,500.00  | \$ 18,000.00         |
| 604                                            | STANDARD CATCH BASIN COC AA-S133A           | 1        | EA   | \$ 6,500.00  | \$ 6,500.00          |
|                                                | MH TYPE "C" AA-S102 W/ FLAT SLAB TOP        | 1        | EA   | \$ 6,600.00  | \$ 6,600.00          |
| 604                                            | ENDWALL COC AA-S168                         | 1        | EA   | \$ 2,500.00  | \$ 2,500.00          |
| 901                                            | 12" HDPE CONDUIT                            | 301      | LF   | \$ 85.00     | \$ 25,585.00         |
| 748                                            | CASING PIPE 6" WL                           | 38       | LF   | \$ 350.00    | \$ 13,300.00         |
| 748                                            | 6" SDR 21 PVC                               | 68       | LF   | \$ 270.00    | \$ 18,360.00         |
| 748                                            | 8" SDR 26 PVC                               | 272      | LF   | \$ 330.00    | \$ 89,760.00         |
| 748                                            | 6" VALVE                                    | 1        | EA   | \$ 2,250.00  | \$ 2,250.00          |
| 748                                            | 8" VALVE                                    | 1        | EA   | \$ 3,250.00  | \$ 3,250.00          |
| 748                                            | FIRE HYDRANT TEE AND FH                     | 1        | EA   | \$ 8,000.00  | \$ 8,000.00          |
| 748                                            | 2" END OF LINE FIRE HYDRANT                 | 1        | EA   | \$ 7,500.00  | \$ 7,500.00          |
| 748                                            | 6" PLUG AND BLOCK                           | 1        | EA   | \$ 1,500.00  | \$ 1,500.00          |
| 748                                            | REMOVE EX PLUG AND BLOCK                    | 1        | EA   | \$ 1,000.00  | \$ 1,000.00          |
| SEPC                                           | SEEDING AND MULCHING                        | 1231     | SY   | \$ 2.50      | \$ 3,076.67          |
| SEPC                                           | REMOVABLE BARRICADE                         | 1        | EACH | \$ 250.00    | \$ 250.00            |
|                                                |                                             |          |      |              |                      |
|                                                |                                             |          |      | <b>Total</b> | <b>\$ 284,020.17</b> |

## Memo

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|                |                              |
|----------------|------------------------------|
| <b>Date</b>    | July 21, 2025                |
| <b>From</b>    | Ashley Fowler                |
| <b>Subject</b> | Newman Roofing Cost Estimate |

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Dear Mr. Hennessy,

Verdantas has reviewed the construction plans for the Newman Roofing development and has evaluated the portion of the work associated with the public improvements.

Based on our analysis and comparable pricing for similar projects, we have estimated that the value of the public improvements is \$284,020.17.

Attached please find our detailed breakdown of the pay items, associated quantities, and unit pricing.

Respectfully,

A handwritten signature in grey ink that reads 'Ashley Fowler'.

Ashley Fowler

Senior Project Manager

ORDINANCE NO. 2021.52

AUDITOR  
DELAWARE COUNTY, OHIO  
FILED

2021 DEC -3 AM 11:08

GEORGE KAITSA  
AUDITOR

AN ORDINANCE DECLARING THE IMPROVEMENT TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND AND PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS INTO THAT FUND; SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS DIRECTLY BENEFITING THE PARCEL; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40 to 5709.43 (collectively, the "*TIF Statutes*") authorize the legislative authority of a municipal corporation, by ordinance, to declare the improvement to parcels of real property located within the municipal corporation to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, this City Council has determined to declare the improvements to a certain parcel of real property, which parcel is further described in Section 1, to be a public purpose; and

WHEREAS, this City Council desires to provide for the construction and/or installation of the public infrastructure improvements described in Section 2; and

WHEREAS, notice of this proposed Ordinance has been delivered to the Boards of Education of the Big Walnut Local School District and the Delaware Area Career Center in accordance with and within the time period prescribed in Ohio Revised Code Sections 5709.40 and 5709.83;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Sunbury, Delaware County, Ohio, that:

Section 1. Parcel of Real Property. The parcel of real property subject to the exemption granted by this Ordinance is identified and depicted in **EXHIBIT A** attached hereto (the "*Parcel*").

Section 2. Public Infrastructure Improvements. This City Council hereby designates the public infrastructure improvements described in **EXHIBIT B** attached hereto (the "*Public Infrastructure Improvements*") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcel.

Section 3. Authorization of Tax Exemption. This City Council hereby finds and determines that 75% of the increase in assessed value of the Parcel subsequent to the effective date

of this Ordinance (which increase in assessed value is hereinafter referred to as the "*Improvement*" as defined in Ohio Revised Code Section 5709.40(A)) is hereby declared to be a public purpose and shall be exempt from taxation in accordance with Ohio Revised Code Section 5709.40(B) for a period commencing for the Parcel with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure on the Parcel first appears on the tax list and duplicate of real and public utility property were it not for the exemption granted by this Ordinance and ending on the earlier of (a) ten (10) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

If the Parcel is subdivided subsequent to the effective date of this Ordinance but prior to the filing of an exemption application (i.e. Form DTE 24) in respect of the Parcel, then the tax exemption authorized by this Section 3 shall apply separately to each respective subdivided parcel.

Section 4. Service Payments. Pursuant to Ohio Revised Code Section 5709.42, the owner of the Parcel is hereby required to and shall make service payments in lieu of taxes with respect to the Improvement allocable thereto to the Treasurer of Delaware County, Ohio (the "*County Treasurer*") on or before the final dates for payment of real property taxes. The service payments in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance, including any penalties and interest (collectively, the "*Service Payments*"). The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reductions required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*"), shall be allocated, distributed and deposited in accordance with Section 6 of this Ordinance.

Section 5. TIF Fund. This City Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the 208 Public Improvement Tax Increment Equivalent Fund (the "*Fund*"), into which shall be deposited all of the Service Payments and any associated rollback payments and related interest and penalty payments distributed to the City with respect to the Improvements on the Parcel, by or on behalf of the County Treasurer as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

(a) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Infrastructure Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);

(b) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City, or other governmental entity to finance costs of the Public Infrastructure Improvements until such notes or bonds or other obligations or loans are paid in full, and to

pay trustee and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay costs charged by the issuer of the obligations; and

(c) to reimburse the City, the State of Ohio or other governmental entity, or a private entity under contract with the City, for any funds used to pay costs of the Public Infrastructure Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 6. Further Authorizations. This City Council hereby authorizes and directs the Mayor, the Administrator, the Director of Law, the Director of Finance or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments and the Property Tax Rollback Payments. This City Council further hereby authorizes and directs the Mayor, the Administrator, the Director of Law, the Director of Finance or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 7. Tax Incentive Review Council. The applicable Tax Incentive Review Council, with the membership of that Council to be constituted in accordance with Section 5709.85 of the Ohio Revised Code, shall, in accordance with Section 5709.85 of the Ohio Revised Code, review annually all exemptions from real property taxation granted by this Ordinance and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

Section 8. Filings with Ohio Development Services Agency. Pursuant to Ohio Revised Code Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development of Development within fifteen days after its effective date. Further, and on or before March 31 of each year that the tax exemption authorized by Section 3 remains in effect, the Administrator or other authorized officer of the City is directed to prepare and submit to the Director of the Ohio Development Services Agency the status report required under Ohio Revised Code Section 5709.40(I).

Section 9. Open Meetings. 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 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 10. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to

induce the development of the Parcel and the construction of needed Public Infrastructure Improvements; wherefore, this Ordinance shall be in full force and effect immediately upon its enactment and approval by the Mayor.

VOTE ON ORDINANCE NO. 2021.52

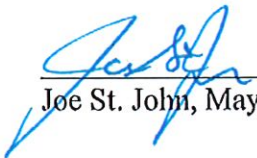
YEAS

6

NAYS

0

PASSED: December 1, 2021

  
Joe St. John, Mayor

ATTEST:

  
Kathy Belcher, Clerk of Council

#### CERTIFICATE

I hereby certify on this 1 day of December, 2021, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on December 1, 2021, at the City of Sunbury, County of Delaware, State of Ohio.

  
Kathy Belcher, Clerk of Council

## **EXHIBIT A**

### **IDENTIFICATION AND MAP OF THE PARCEL**

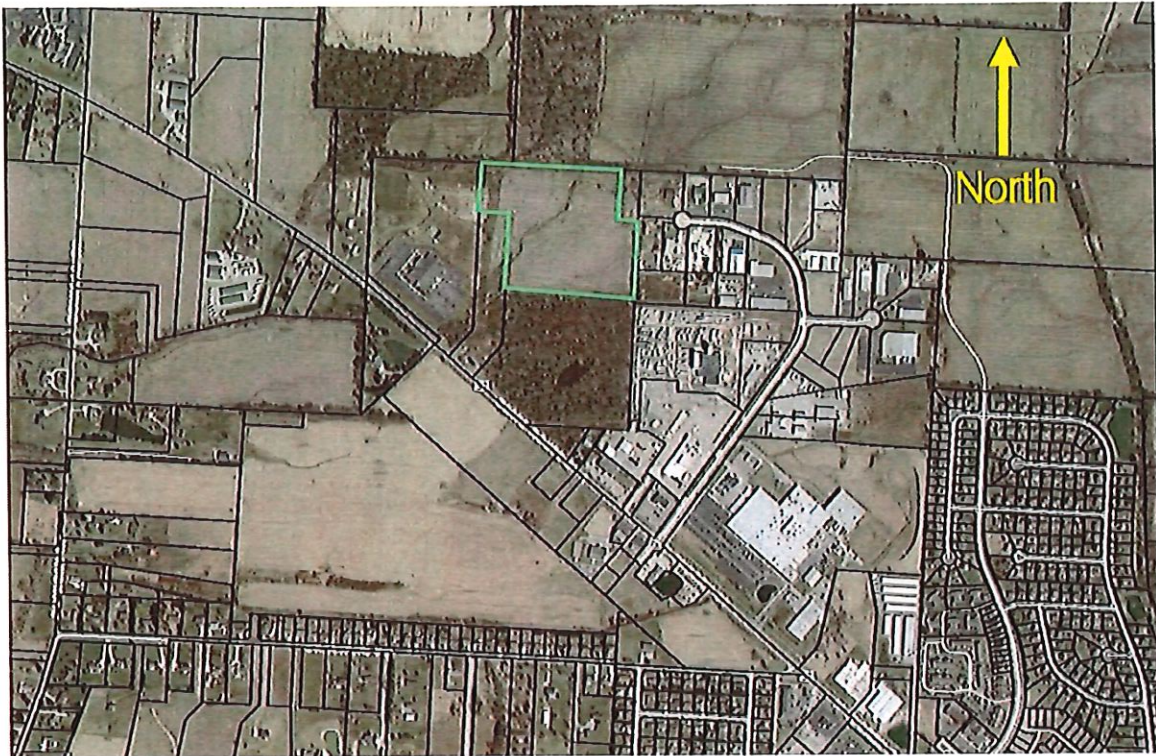
The shaded area on the following map specifically identifies and depicts the Parcel and constitutes part of this **EXHIBIT A**. The Parcel includes tax parcel 417-131-01-007-005 (as it exists in the County Auditor's records on November 2, 2021).



EXHIBIT "A"

The parcel of real property subject to the exemption granted by this Ordinance  
(the "TIF Property")

Parcel No. 417-131-01-007-005



No Scale

## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements on or near the Parcel that will directly benefit the Parcel and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- Cherry/Miller intersection improvements,
- Cherry/S.R. 3 intersection improvements,
- Cherry/Kintner intersection improvements,
- Miller/S.R. 3 intersection improvements,
- S.R. 3/S.R. 61 intersection improvements,
- The future “East-West” Road that extends across the Schools’ properties and other properties from SR 61 to the roadway’s ultimate terminus to the west,
- S.R. 61 improvements,
- N. Miller Drive improvements,
- Sunbury Parkway improvements,
- Kintner Parkway improvements, and
- LWCI sewer improvements, and sanitary sewer extensions therefrom,

and in each case, all other costs and improvements necessary and appurtenant thereto, and together with constructing and installing curbs and gutters, public utilities which include water mains, fire hydrants, sanitary sewer, storm sewer and water improvements, lighting, burial of utility lines, gas, electric and communications service facilities (including fiber optics), street lighting and signs, medians, viaducts, sidewalks, bikeways, and landscaping (including scenic fencing and irrigation),

traffic signs and signalization, and including design and other related costs, any right-of-way or real estate acquisition, erosion and sediment control measures, grading, drainage and other related work, survey work, soil engineering, inspection fees and construction staking, any other necessary site improvements, and in each case, all other costs and improvements necessary and appurtenant thereto.

November 9, 2021

To: Board of Education of the Delaware Area Career Center

Subject: Notice of Ohio Revised Code Section 5709.40(B)  
Proposed Tax Increment Financing

This letter constitutes seconded revised notice to the Board of Education of the Delaware Area Career Center (the "*School District*") of the intent of the City of Sunbury, Ohio (the "*City*") to declare the Improvement (as defined in the attached Proposed TIF Ordinance) to certain parcels of real property in the City to be a public purpose under Ohio Revised Code Section 5709.40(B). The following information is provided pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

*Description of Parcels to be Exempt:* See Exhibit A of the attached Proposed TIF Ordinance.

*Estimate of the True Value in Money of the Improvements:* \$2,300,000.00.

*Period for Which the Improvement to Each Parcel Will be Exempt from Taxation:* The Improvement to each Parcel will be exempt for a period commencing with the first tax year that begins after the effective date of the Proposed TIF Ordinance and in which an Improvement attributable to a new structure on the Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) ten (10) years after such exemption commenced or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and all as further described in the attached Proposed TIF Ordinance.

*Percentage of the Improvement to each Parcel to be Exempt:* Seventy-five percent (75%).

*The City Council intends to adopt the Proposed TIF Ordinance on:* December 1, 2021.

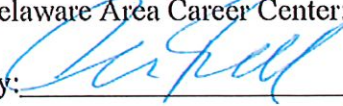
Sincerely,

By: 

Name: Steven R. Pyles

Title: Administrator

Receipt Acknowledged by the  
Delaware Area Career Center:

By: 

Name: Christopher Bell

Title: Treasurer

Attachment: Proposed TIF Ordinance (Revised)



November 10, 2021

To: Board of Education of the Big Walnut Local School District

Subject: Notice of Ohio Revised Code Section 5709.40(B)  
Proposed Tax Increment Financing

This letter constitutes a second revised notice to the Board of Education of the Big Walnut Local School District (the "*School District*") of the intent of the City of Sunbury, Ohio (the "*City*") to declare the Improvement (as defined in the attached Proposed TIF Ordinance) to certain parcels of real property in the City to be a public purpose under Ohio Revised Code Section 5709.40(B). The following information is provided pursuant to Ohio Revised Code Sections 5709.40 and 5709.83:

*Description of Parcels to be Exempt:* See Exhibit A of the attached Proposed TIF Ordinance.

*Estimate of the True Value in Money of the Improvements:* \$2,300,000.00.

*Period for Which the Improvement to Each Parcel Will be Exempt from Taxation:* The Improvement to each Parcel will be exempt for a period commencing with the first tax year that begins after the effective date of the Proposed TIF Ordinance and in which an Improvement attributable to a new structure on the Parcel first appears on the tax list and duplicate of real and public utility property for that Parcel and ending on the earlier of (a) ten (10) years after such exemption commenced or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and all as further described in the attached Proposed TIF Ordinance.

*Percentage of the Improvement to each Parcel to be Exempt:* Seventy-five percent (75%).

*The City Council intends to adopt the Proposed TIF Ordinance on:* December 1, 2021.

Sincerely,

By: \_\_\_\_\_

Name: STEVEN R. RYLES

Title: Administrator

Receipt Acknowledged by the  
Big Walnut Local School District:

By: Jeremy J. Buskirk

Name: Jeremy J. Buskirk

Title: Treasurer

Attachment: Proposed TIF Ordinance (Revised)

## **ORDINANCE 2026.04**

### **AN ORDINANCE APPROVING THE COMMERCIAL SITE PLAN AND BUILDING APPLICATION OF UNITED DAIRY FARMERS FOR THE REDEVELOPMENT OF A NEW CONVENIENCE STORE AND FUELING STATION TO BE LOCATED AT 303 W GRANVILLE STREET**

**WHEREAS**, Mike Kolenz on behalf of United Dairy Farmers, has submitted a Commercial and Industrial Site Plan and Building Application for tear down and rebuilding of a convenience store and fueling station to be located at 303 W. Granville Street, Sunbury, Ohio 43074 on December 2, 2025; and

**WHEREAS**, said new Commercial and Industrial Site Plan and Building Application came on for vote by the Planning and Zoning Commission on the 22<sup>nd</sup> day of December 2025, which Commission recommended conditional approval of said application subject to final engineering approval; and

**WHEREAS**, said Commercial and Industrial Site Plan and Building Application is now being considered by the Sunbury City Council for approval pursuant to the zoning regulations of the City of Sunbury.

**NOW, THEREFORE, BE IT ORDAINED** by the Council for the City of Sunbury, Delaware County, State of Ohio, as follows:

**SECTION 1:** That the recommendation of the Sunbury Planning and Zoning Commission to approve the new Commercial and Industrial Site Plan and Building Application of Mike Kolenz on behalf of United Dairy Farmers for tear down and rebuilding of a convenience store and fueling station at 303 W. Granville Street, Sunbury, Ohio 43074 is hereby approved, conditional upon final engineering approval.

**SECTION II:** It is found and determined that all formal actions of this Council concerning and related to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were meetings open to the public, and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**WHEREFORE**, this Ordinance shall be in effect and in force from and after the earliest time permitted by law.

**VOTE ON ORDINANCE NO. 2026.04**

**YEAS**

**NAYS**

**PASSED** \_\_\_\_\_, 2026

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Joseph St. John, Mayor**

\_\_\_\_\_  
**Alyssa Graziano, Clerk of Council**

**CERTIFICATION**

I hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held  
on \_\_\_\_\_, 2026, of the City of Sunbury, County of  
Delaware, State of Ohio.

\_\_\_\_\_  
Alyssa Graziano, Clerk of Council

Major Commercial / Industrial Site  
Plan Application

MSP-25-9

Submitted On: Dec 2, 2025

Applicant

 Mike Kolenz  
 513-842-5447  
 mkolenz@k4architecture.com

Primary Location

303 W GRANVILLE ST  
SUNBURY, null 43074

General Information

Is the applicant the property owner?

No

Are you using an architect?

Yes

If you need to please to go to Delaware County Auditor GIS  
(<https://auditor.delco-gis.org/>) to find the information below.

Total Acreage of Parcel(s)

1.383

Do you have a contractor?

No

Are you using an engineer?

Yes

Parcel Number(s)

41741202001002

Subdivision(s)

N/A

Current Zoning

Planned Industrial District (PID)

Property Owner Information

Company Name

United Dairy Farmers

Property Owner Last Name

Kling

Property Owner City

Cincinnati

Property Owner Zip Code

45212

Property Owner Email Address

tkling@udfinc.com

Property Owner First Name

Tim

Property Owner Street Address

3955 Montgomery Road

Property Owner State

Ohio

Property Owner Phone Number

513-616-3104

Architect Information

Architect Company Name

K4 Architecture

Architect Contact Last Name

Lucas

Architect City

Cincinnati

Architect Contact First Name

John

Architect Street Address

555 Gest Street

Architect State

Ohio



**Architect Zip Code**

45203

**Architect Phone Number**

513-817-9246

**Architect Email Address**

jlucas@k4architecture.com

---

**Engineer Information****Engineer Company Name**

Civil Solutions

**Engineer First Name**

Robert

**Engineer Last Name**

Bailey

**Engineer Street Address**

7450 Industrial Parkway, Unit B

**Engineer City**

Plain City

**Engineer State**

Ohio

**Engineer Zip Code**

43064

**Engineer Phone Number**

513-538-0271

**Engineer Email Address**

rbailey@civilsolutions.net

---

**Project Information****Property Type**

Commercial

**Proposed Use of Property**

Convenience Store &amp; Fueling Station

**Type of Project**

New Construction

**Is this a rezoning request?**

No

**Is this an amendment to an already approved plan?**

No

**Total Square Footage**

10691

**Total Height of Building in Feet**

24

**Total Number of Parking Spaces**

30

**Total Project Cost**

3500000

**Number of Loading Docks**

0

**Date of Project to Begin**

03/09/2026

**Scope of Work**

Tear down and rebuild of an United Dairy Farmers convenience store and fueling station.

---

**Signature**

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. We agree to

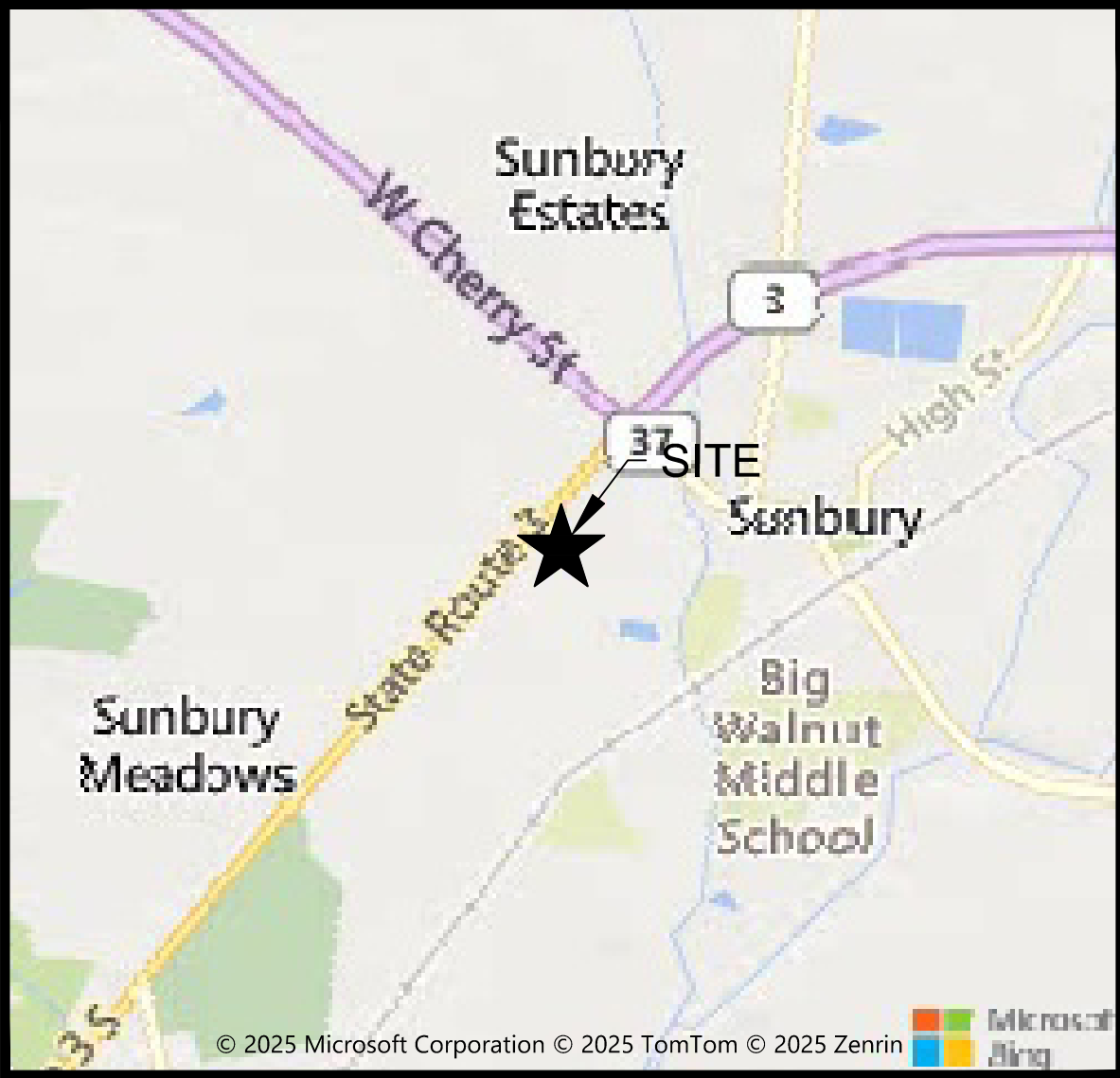
**Signature**

true

conform to the regulation and applicable codes and laws of the State of Ohio, Delaware County and the City of Sunbury.

**Please note that on the next page you will be required to submit any documents that are required.**

# UDF SUNBURY



VICINITY MAP  
NOT TO SCALE



## ABBREVIATION LEGEND

| ABBREVIATION | DESCRIPTION                                       |
|--------------|---------------------------------------------------|
| BLDG         | BUILDING                                          |
| BL           | BUILDING LINE                                     |
| BM           | BENCHMARK                                         |
| CB           | CATCH BASIN                                       |
| CO           | CLEAN OUT                                         |
| CONC         | CONCRETE                                          |
| CP           | CONTROL POINT                                     |
| DE           | DRAINAGE EASEMENT                                 |
| E            | EAST, EASTING                                     |
| ELEV         | ELEVATION                                         |
| EX           | EXISTING                                          |
| FF           | FINISHED FLOOR                                    |
| FO           | FIBER OPTIC                                       |
| FM           | FORCE MAIN                                        |
| FND          | FOUNDATION                                        |
| FT           | FOOT, FEET                                        |
| HW           | HEADWALL                                          |
| IMPERV       | IMPERVIOUS                                        |
| ICW          | INTEGRAL CURB AND WALK                            |
| INV          | INVERT                                            |
| LAT          | LATERAL                                           |
| LL           | LOWER LEVEL                                       |
| MH           | MANHOLE                                           |
| MON          | MONUMENT                                          |
| N            | NORTH, NORTHING                                   |
| NE           | NORTHEAST                                         |
| NW           | NORTHWEST                                         |
| OC           | ON CENTER                                         |
| OFF          | OFFSET                                            |
| RCP          | ROCK CHANNEL PROTECTION, REINFORCED CONCRETE PIPE |
| R/W          | RIGHT OF WAY                                      |
| S            | SOUTH                                             |
| SAN          | SANITARY                                          |
| SE           | SOUTHEAST                                         |
| STA          | STATION                                           |
| STM          | STORM                                             |
| SW           | SOUTHWEST                                         |
| TBR          | TO BE REMOVED                                     |
| TC           | TOP OF CURB                                       |
| T/GR         | TOP OF GRATE                                      |
| T/RIM        | TOP OF RIM                                        |
| TYP          | TYPICAL                                           |
| UD           | UNDERDRAIN                                        |
| UE           | UTILITY EASEMENT                                  |
| VIT          | VITRIFIED                                         |
| W            | WEST                                              |
| WM           | WATER MAIN                                        |
| WS           | WATER SERVICE                                     |

## SYMBOL LEGEND

| EXISTING | PROPOSED | DESCRIPTION             |
|----------|----------|-------------------------|
|          |          | BENCHMARK               |
|          |          | MONUMENT                |
|          |          | IRON PIN                |
|          |          | MONUMENT BOX            |
|          |          | PK NAIL                 |
|          |          | MAG NAIL                |
|          |          | DRILL HOLE              |
|          |          | MONUMENT SPIKE          |
|          |          | TACKED HUB              |
|          |          | CATCH BASIN             |
|          |          | CURB INLET              |
|          |          | STORM MANHOLE           |
|          |          | SANITARY MANHOLE        |
|          |          | CLEANOUT                |
|          |          | ELECTRIC RISER/PULL BOX |
|          |          | ELECTRIC METER          |
|          |          | ELECTRIC MANHOLE        |
|          |          | ELECTRIC TRANSFORMER    |
|          |          | GAS METER               |
|          |          | GAS MARKER              |
|          |          | GAS VALVE               |
|          |          | POWER POLE              |
|          |          | LIGHT POLE              |
|          |          | POWER/LIGHT POLE        |
|          |          | TELEPHONE POLE          |
|          |          | GUY WIRE                |
|          |          | TELEPHONE PEDESTAL      |
|          |          | FIRE HYDRANT            |
|          |          | WATER GATE VALVE        |
|          |          | WATER METER             |
|          |          | WATER MANHOLE           |
|          |          | STUMP                   |
|          |          | SHRUB                   |
|          |          | TREE-DECIDUOUS          |
|          |          | TREE-EVERGREEN          |
|          |          | AIR CONDITIONER         |
|          |          | MAIL BOX                |
|          |          | POST                    |
|          |          | SATELLITE DISH          |
|          |          | SPRINKLER HEAD          |
|          |          | SIGN                    |
|          |          | SIGNAL                  |

| ODOT STANDARD<br>CONSTRUCTION DRAWINGS |          |         |          |
|----------------------------------------|----------|---------|----------|
| DRAWING                                | DATE     | DRAWING | DATE     |
| BP-4.1                                 | 07/19/13 | DM-1.2  | 07/16/21 |
| BP-5.1                                 | 07/15/22 | DM-2.1  | 01/18/13 |
| BP-7.1                                 | 01/21/22 | DM-4.4  | 01/15/16 |
| CB-2-2ABC                              | 07/15/22 | HW-1.1  | 07/20/18 |
| CB-2-34                                | 07/16/21 | MH-3    | 07/16/21 |
| CB-3                                   | 07/16/21 | RM-2.1  | 07/19/13 |
| CB-6                                   | 01/21/22 |         |          |



| UNDERGROUND UTILITIES                                                                                   |  |
|---------------------------------------------------------------------------------------------------------|--|
| Contact Two Working Days<br>Before You Dig                                                              |  |
| <br>Before You Dig |  |
| OHIO811, 8-1-1, or 1-800-362-2764<br>(Non-members must be called directly)                              |  |

## LINETYPE LEGEND

| EXISTING | PROPOSED | DESCRIPTION           | EXISTING | PROPOSED | DESCRIPTION      |
|----------|----------|-----------------------|----------|----------|------------------|
|          |          | INDEX CONTOURS        |          |          | FIBER OPTIC      |
|          |          | INTERMEDIATE CONTOURS |          |          | GAS              |
|          |          | CABLE                 |          |          | TELEPHONE        |
|          |          | ELECTRIC              |          |          | SANITARY         |
|          |          | OVERHEAD ELECTRIC     |          |          | FORCE MAIN       |
|          |          | OVERHEAD CABLE        |          |          | SANITARY LATERAL |
|          |          | OVERHEAD TELEPHONE    |          |          | WATER            |
|          |          | OVERHEAD UTILITIES    |          |          | WATER SERVICE    |

## PROJECT DESCRIPTION:

CONSTRUCTION OF A 10,000 SQ. FT. OFFICE BUILDING, SIDEWALKS, PARKING LOT, STORM WATER MANAGEMENT FACILITIES, AND UTILITY SERVICES.

## OWNER

UDF  
303 WEST GRANVILLE STREET  
SUNBURY, OH 43074

## ARCHITECT

K4 ARCHITECTURE, LLC  
555 GEST STREET  
CINCINNATI, OH 45203  
PHONE: (513)817-9246

## CIVIL ENGINEER

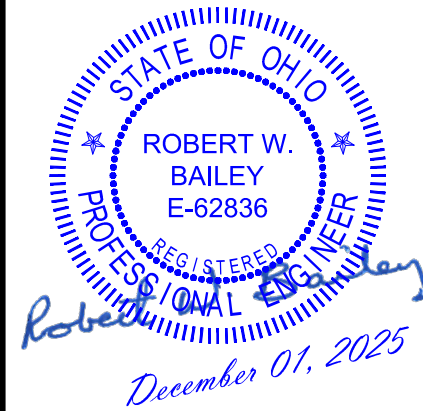
CIVIL SOLUTIONS ASSOCIATES, INC.  
7450 INDUSTRIAL PARKWAY, UNIT B  
PLAIN CITY, OHIO 43064  
PHONE: (513)538-0253

## LANDSCAPE ARCHITECT

LANDSCAPES BY TERRA  
11301 WATKINS-CALIFORNIA RD  
MARYSVILLE, OHIO 43040  
PHONE: (614) 873-6242  
LANDSCAPESBYTERRA.COM

## SURVEYOR

SMART SERVICES  
1900 CROWN PARK CT  
COLUMBUS, OHIO 43235  
PHONE: (614) 914-5543  
SMARTSERVICES-INC.COM



| DATE | REVISION |
|------|----------|
| 9    | NO       |
| 8    |          |
| 7    |          |
| 6    |          |
| 5    |          |
| 4    |          |
| 3    |          |
| 2    |          |
| 1    |          |



|             |                   |
|-------------|-------------------|
| UDF SUNBURY | CIVIL TITLE SHEET |
|-------------|-------------------|

FILE: 25-3013 CD.dwg  
ISSUED: DEC 01, 2025

C1



PLOTTED: Dec 01, 2025, 1:49pm PLOTTED BY: challey  
 DRAWING: S125-3013 UDF Summary CIVIL DWG 25-3013 CD.dwg: C02 NOTES UDF

## GENERAL NOTES

- BIDDERS SHALL VISIT AND EXAMINE THE SITE AND ALL CONTRACT DOCUMENTS.
- ITEM NUMBERS REFER TO THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) CONSTRUCTION AND MATERIAL SPECIFICATIONS (CURRENT EDITION) AND ALL CONSTRUCTION WORK SHALL BE DONE ACCORDING TO SAID SPECIFICATIONS AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF THE GOVERNING AGENCIES. WHEN IN CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
- ALL CONSTRUCTION DETAILS SHALL CONFORM TO THE CURRENT EDITION OF THE STANDARD CONSTRUCTION DRAWINGS OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION (ODOT) UNLESS OTHERWISE NOTED.
- WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND ORDINANCES.
- ALL SIDEWALKS, RAMPS, BUILDING ENTRANCES, AND ACCESSIBILITY PARKING SPACES SHALL BE ADA COMPLIANT.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING A PERMIT FOR ALL CONSTRUCTION ACTIVITIES ACCORDING TO THE GOVERNING AGENCY REQUIREMENTS, SCHEDULING INSPECTIONS, AND PAYING ALL INSPECTION FEES.
- CONTRACTOR SHALL CONTACT THE LOCAL GOVERNING AGENCIES A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION IN RIGHT OF WAY.
- CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING CONDITIONS, DIMENSIONS, LOCATIONS, AND MATERIALS.
- CONTRACTOR SHALL REPAIR OR REPLACE, AT NO ADDITIONAL COST, ANY EXISTING IMPROVEMENTS DAMAGED DURING THE WORK.
- CONTRACTOR SHALL PROVIDE TEMPORARY SIGNS AND BARRIERS AT LIMITS OF CONSTRUCTION TO ASSURE PUBLIC SAFETY DURING CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN A CLEAN PROJECT SITE AND REMOVE AND DISPOSE OF ALL WASTE MATERIALS AND RUBBISH FROM THE PROJECT ACCORDING TO LOCAL REGULATIONS.
- ALL PAVEMENT AND STRIPING DIMENSIONS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL BACK OF CURB RADII ARE 4.50 FT UNLESS NOTED OTHERWISE.
- EXISTING EDGE OF PAVEMENT ABUTTING PROPOSED PAVEMENT SHALL BE SAWCUT AND SEALED WITH ITEM 407 TACK COAT PRIOR TO PLACEMENT OF ITEM 301 OR 448.
- ALL STANDARD PARKING SPACES ARE A MINIMUM OF 10' X 20'.
- ALL PARKING LOT PAINT STRIPES ARE TO BE FOUR (4) INCHES WIDE YELLOW OR WHITE PER ODOT SPECIFICATIONS 641 AND 642 APPLIED IN ACCORDANCE WITH THE PLAN.
- CONTRACTOR SHALL VERIFY BUILDING DIMENSIONS WITH THE ARCHITECTURAL AND STRUCTURAL DRAWINGS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR AND OWNER MUST VERIFY, TAKE OFF, AND AGREE TO ALL QUANTITIES, INCLUDING EXCAVATION AND EMBANKMENT QUANTITIES, PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY THAT COORDINATES, IF USED, MATCH PLAN DIMENSIONS. WHEN IN CONFLICT, THE PLAN DIMENSIONS SHALL GOVERN OVER COORDINATES, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

## EARTHWORK

- EXISTING SITE SURVEY, TOPOGRAPHY, AND SUBSURFACE CONDITIONS AS PRESENTED IN THE DRAWINGS, REPORTS, OR SPECIFICATION FORM ARE BELIEVED ACCURATE WITHIN NORMAL INDUSTRY TOLERANCES BUT ARE NOT GUARANTEED. INVESTIGATE, SURVEY, CONFIRM, AND VERIFY ALL CONDITIONS BEARING ON THE WORK BY ANY MEANS NECESSARY BEFORE STARTING ANY WORK THAT CHANGES EXISTING CONDITIONS. REPORT ANY UNACCEPTABLE DISCREPANCIES TO THE ENGINEER IN WRITING BEFORE BEGINNING OPERATIONS.
  - WRITTEN CLAIMS OF DIFFERENCE SHALL BE ACCOMPANIED BY SUBSTANTIATING EVIDENCE. CLAIMS OF DIFFERENCE SHALL BE RESOLVED, INCLUDING DETERMINATION OF QUANTITIES AND COSTS, AND METHODS OF CONTRACT MODIFICATION, BEFORE WORK THAT ALTERS SUCH EXISTING CONDITIONS IS STARTED.
  - INITIATION OF SITE-CLEARING, SOIL MOVING OPERATIONS, DEMOLITION, OR OTHER ACTIVITY THAT ALTERS EXISTING CONDITIONS SHALL BE EVIDENCE THAT CONTRACTOR HAS MADE ALL INVESTIGATIONS AND EVALUATIONS IT DEEMS NECESSARY AND HAS ACCEPTED ALL EXISTING CONDITIONS PRESENT WHETHER OR NOT THEY CONFORM EXACTLY TO THE DOCUMENTS.
  - WITHOUT ADVANCE WRITTEN NOTIFICATION OF UNACCEPTABLE DISCREPANCY, NO CLAIM FOR EXTRA PAYMENT WILL BE CONSIDERED FOR A CLAIM OF DIFFERENCE BETWEEN DOCUMENTS AND ACTUAL CONDITIONS AFTER THE CONTRACTOR HAS ALTERED EXISTING CONDITIONS.
- ALL SPOT ELEVATIONS ARE TO THE TOP OF CURB/GRADE UNLESS NOTED OTHERWISE. SUBTRACT SIX (6) INCHES (0.50 FT) FROM BACK OF CURB GRADES FOR FINISHED PAVEMENT GRADES UNLESS OTHERWISE NOTED.
- ANY DIGITAL SURFACE MODELS PROVIDED FOR THE PROJECT BY THE ENGINEER HAVE BEEN GENERATED FOR THE PREPARATION OF THE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL VERIFY THAT THE DIGITAL SURFACE MODEL IS CONSISTENT WITH THE FULL SET OF CONSTRUCTION DOCUMENTS AND IS SUITABLE FOR THEIR PURPOSES. WHEN IN CONFLICT, THE PRINTED DRAWINGS GOVERN UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
- ANY DETENTION OR RETENTION BASIN ON SITE SHOULD BE CONSTRUCTED PRIOR TO THE CLEARING OF VEGETATION, STRIPPING TOPSOIL, AND GRADING OF THE SITE OR AS SOON AS PRACTICAL TO CONTROL STORMWATER RUNOFF AND SEDIMENTS FROM LEAVING THE SITE.
- CONTRACTOR SHALL REMOVE ALL TREES AND CLEAN ALL AREAS AS DETERMINED BY THE ENGINEER OR ARCHITECT TO PERFORM ALL GRADING AND UTILITY WORK IN ACCORDANCE WITH THE DRAWINGS, GENERAL NOTES, AND PROJECT SPECIFICATIONS.
- THE SITE SHALL BE STRIPPED OF ALL VEGETATION, TOPSOIL, AND OTHER ORGANIC MATERIAL AND STOCKPILED PRIOR TO GRADING.
- A GEOTECHNICAL REPORT HAS BEEN COMPLETED FOR THIS SITE BY ALT & WITZIG ENGINEERING, INC. DATED SEPTEMBER 16, 2025. COPIES OF THIS REPORT ARE AVAILABLE FROM THE OWNER'S REPRESENTATIVE.
- ALL SITE EXCAVATION AND EMBANKMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND/OR THE PROJECT SPECIFICATIONS. WHEN IN CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
- EMBANKMENT MATERIAL SHOULD CONSIST OF PLASTIC CLAY MATERIALS, FREE OF ORGANIC

- MATTER, WHICH CLASSIFY AS CL ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM AND SHALL CONTAIN NO STONES WHOSE LARGEST DIMENSION EXCEEDS FOUR (4) INCHES.
- BUILDING PAD PREPARATION SHALL BE MADE IN ACCORDANCE WITH GEOTECHNICAL ENGINEER'S AND ARCHITECT'S RECOMMENDATIONS.
- UNLESS OTHERWISE STATED IN A GEOTECHNICAL REPORT OR THE PROJECT SPECIFICATIONS, COMPACTION SHALL BE AS FOLLOWS:
  - STRUCTURAL FILL FOR BUILDINGS - MINIMUM 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER ASTM D1557.
  - FILLS IN OTHER AREAS - MINIMUM 90% PROCTOR MAXIMUM DRY DENSITY.
  - FINE, SILTY SAND - MINIMUM 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY.
  - FILLS TO BE PLACED AND COMPACTED WITHIN ±3% OF OPTIMUM MOISTURE CONTENT FOR THE MATERIAL
- CONTRACTOR SHALL ENGAGE A QUALIFIED INDEPENDENT GEOTECHNICAL TESTING AGENCY TO PERFORM FIELD QUALITY CONTROL TESTING.
- COMPACTION TESTS SHALL BE PERFORMED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS OR PERFORM 1 TEST/LIFT PER 2,500 SQUARE YARDS, MAX 3'-4" LIFTS UNDER PAVEMENT AND BUILDING PADS, MAXIMUM 8" LIFTS IN LAWN AREAS.
- A MINIMUM OF SIX (6) INCHES OF TOPSOIL SHALL BE PLACED ON ALL GRASS AREAS UNLESS SPECIFIED OTHERWISE IN THE LANDSCAPE DRAWINGS.

## GENERAL UTILITY NOTES

- UNDERGROUND UTILITIES AS SHOWN WERE LOCATED IN THE FIELD AND/OR TAKEN FROM VARIOUS DEPARTMENT RECORDS AND RECORD PLAN SETS FROM PREVIOUS PROJECTS. THE LOCATIONS ARE AS ACCURATE AS CAN BE CONFIRMED FROM SURFACE APPURTENANCES (MANHOLES, VALVES, ETC.). NO EXCAVATION WAS DONE TO DETERMINE LOCATION OR DEPTH UNLESS OTHERWISE NOTED.
- THE LOCATION OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION AND ELEVATION OF ANY EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION OR EARTH MOVING OPERATIONS.
- A MINIMUM OF 48 HOURS BEFORE COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 811 OR 1-800-362-2764 AND ALL OTHER AGENCIES WHICH MAY HAVE UNDERGROUND UTILITIES INVOLVED IN THIS PROJECT OR ARE NOT MEMBERS OF OHIO UNDERGROUND PROTECTION, INC.
- ALL PUBLIC AND PRIVATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR, IN WRITING, AT LEAST SEVEN (7) DAYS IN ADVANCE OF ANY CONSTRUCTION ACTIVITY TO ARRANGE FOR INSPECTION OF THE PROJECT.
- ANY CITY OF SUNBURY SHALL BE NOTIFIED AT LEAST THREE (3) WORKING DAYS IN ADVANCE OF THE CONSTRUCTION ACTIVITY TO ARRANGE FOR INSPECTION OF THE PROJECT.
- CONTRACTOR SHALL VERIFY ALL UTILITY AND CONDUIT SIZES AND LOCATIONS WITH THE ARCHITECTURAL, MECHANICAL, AND STRUCTURAL DRAWINGS AND WITH THE UTILITY PROVIDER'S PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
- ALL UTILITIES TYING INTO THE BUILDING ARE TO BE STUBBED FIVE (5) FT FROM THE BUILDING FOR CONNECTION BY THE INTERIOR CONTRACTORS UNLESS OTHERWISE NOTED.
- PIPE UNDER OR WITHIN FIVE (5) FEET OF THE EXISTING OR PROPOSED EDGE OF PAVEMENT OR BACK OF CURB SHALL BE BACKFILLED WITH APPROVED GRANULAR MATERIAL TO THE SUBGRADE. GRANULAR MATERIAL SHALL MEET THE GRADING REQUIREMENTS OF ODOT ITEM 304 WITH A MAXIMUM DRY DENSITY EXCEEDING 110 LB/CU FT AND 98% COMPACTION AS DETERMINED BY STANDARD PROCTOR TESTS. THE ENGINEER RESERVES THE RIGHT TO ORDER COMPACTION TESTING IF DEEMED NECESSARY.
- OPEN CUT UTILITY TRENCHES WITHIN THE PUBLIC RIGHT-OF-WAY WHICH CUT THROUGH EXISTING PAVEMENT SHALL BE TOTALLY BACKFILLED WITH CONTROLLED DENSITY FILL TO A DISTANCE OF 5 FEET BEYOND THE BACK OF CURB. THIS APPLIES TO ALL STORM SEWERS, SANITARY SEWERS AND LATERALS, WATER MAINS AND SERVICES, AND UTILITY CROSSEOVERS.
- ALL TRENCHES SHALL BE COMPACTED AND BACKFILLED IN ACCORDANCE WITH ODOT SPECIFICATIONS ITEMS 203 AND 611 FOR TRENCHING OPERATIONS COMPLETED PRIOR TO PLACING PAVEMENT AND OUTSIDE OF PAVED AREAS.
- ITEMS THAT PERTAIN TO UNDERGROUND UTILITIES SUCH AS WATER MAIN PIPE, WATER VALVES, SANITARY SEWER PIPE, MANHOLE FRAMES AND COVERS, STORM SEWERS, ETC. WILL REMAIN UNDER THE SPECIFICATIONS OF THE UTILITY SERVING THE AREA AND THE LOCAL CITY OR COUNTY ENGINEER.
- NO OPEN CUT TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT. OPEN TRENCHES SHALL BE COVERED WITH STEEL PLATES, ¾" PLYWOOD, OR OTHER MEANS FOR TRENCHES WHICH WILL BE CONTINUED WITHIN THE NEXT 72 HOURS. THE OPEN TRENCH AREA SHALL ALSO BE SURROUNDED WITH CAUTION TAPE OUTSIDE OF AREAS OPEN TO TRAFFIC. TRENCHES TO REMAIN INACTIVE LONGER THAN 72 HOURS SHALL HAVE THE PIPE PLUGGED, MARKED, AND THE TRENCH FILLED UNTIL THE WORK PROGRESSES.
- CROSSINGS
  - WHENEVER A STORM OR SANITARY SEWER AND WATER MAIN MUST CROSS, THE SEWER SHALL BE AT SUCH AN ELEVATION THAT THE CROWN OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN AS MEASURED BETWEEN THE OUTSIDE PIPE WALLS. IF IT IS ABSOLUTELY IMPOSSIBLE TO MAINTAIN THE 18 INCH VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED OR THE SEWER SHALL BE CONSTRUCTED AS FOLLOWS:
    - A SEWER PASSING OVER OR UNDER THE WATER MAIN SHALL BE ENCASED OR CONSTRUCTED OF MATERIALS THAT ARE EQUIVALENT TO WATER MAIN STANDARDS OF CONSTRUCTION FOR A MINIMUM DISTANCE OF 10 FEET ON EACH SIDE OF THE WATER MAIN.
    - THE SEWER CROSSING SHALL BE CONSTRUCTED SO THAT THE SEWER JOINTS WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE WATER MAIN JOINTS.
    - WHERE A WATER MAIN PASSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

## STORM SEWERS

- STORM SEWER PIPES DESIGNATED AS "STM" SHALL MEET THE REQUIREMENTS OF ONE OF THE FOLLOWING:
  - NON-REINFORCED CONCRETE PIPE PER ODOT SPECIFICATION 706.01.
  - REINFORCED CONCRETE CIRCULAR PIPE PER ODOT SPECIFICATION 706.02 OR 706.03.
  - CORRUGATED POLYETHYLENE SMOOTH LINED PIPE PER ODOT SPECIFICATION 707.33.
  - POLYVINYL CHLORIDE PROFILE WALL PIPE PER ODOT SPECIFICATION 707.43.
  - CORRUGATED POLYPROPYLENE SMOOTH LINED PIPE PER ODOT SPECIFICATION 707.65.

- STEEL REINFORCED THERMOPLASTIC RIBBED PIPE PER ODOT SPECIFICATION 707.85.
- ALL STORM STRUCTURES ARE ODOT TYPES UNLESS OTHERWISE NOTED.
- ALL CATCH BASINS SHALL BE EQUIPPED WITH HEAVY DUTY, BICYCLE SAFE GRATES CAPABLE OF CARRYING AN HS-20 LOADING.
- ALL CATCH BASINS SHALL BE CONSTRUCTED WITH FRAMES, IF NOT SPECIFIED AND BE CONSTRUCTED WITH THE APPROPRIATE GRATE.
- ALL CATCH BASINS WITHIN PAVEMENT ARE TO BE CONSTRUCTED WITH EAST JORDAN WORKS #5250 FRAME AND GRATE, OR APPROVED EQUAL.
- ANY EXISTING FIELD TILE, FARM DRAIN, OR STORM SEWER CUT BY EXCAVATION WHICH DRAINS AN OFFSITE AREA MUST BE TIED INTO THE STORM SEWER SYSTEM.
- ALL CATCH BASINS IN THE PAVEMENT OR CURB ARE TO HAVE A MINIMUM OF (2) 4 INCH PERFORATED UNDERDRAINS EXTENDING 10 LINEAR FEET FROM THE CATCH BASIN. UNDERDRAINS SHALL BE PLACED 6 INCHES BELOW THE SUBGRADE PER ODOT STANDARD DRAWING DM-1.2 WITH ONE ON EACH SIDE OF THE STORM SEWER AND AS NEAR TO PERPENDICULAR TO THE STORM SEWER AS IS PRACTICAL WITHOUT INTERFERING WITH STORM PIPES SHOWN ON THE PLANS. THREE UNDERDRAINS SHALL BE PLACED AT CATCH BASINS WITH ONLY 1 STORM OUTLET PIPE. THE THIRD UNDERDRAIN IS TO BE OPPOSITE THE STORM PIPE OUTLET.
- EROSION CONTROL MEASURES SHALL BE PLACED AT THE INLET AND OUTLET OF STORM SEWERS TO CONTROL SILT AS THE INSTALLATION OF THE STORM SEWER PROGRESSES.
- STORM PIPE JOINTS SHALL BE PREMIUM JOINTS MEETING THE REQUIREMENTS OF THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, ITEM 706.11 (ASTM C-443).
- UNCONTROLLED STORM WATER AND EXTRANEEOUS FLOWS ARE PROHIBITED FROM ENTERING THE EXISTING STORM SEWER SYSTEM DURING CONSTRUCTION. STORM DRAINS, DIVERSION DITCHES, PUMPS, ETC. SHALL BE USED AS REQUIRED TO MAINTAIN THE INTEGRITY OF THE SYSTEM AT ALL TIMES.
- ALL CATCH BASINS WITH A DEPTH GREATER THAN 4 FEET SHALL BE PROVIDED WITH STEPS MEETING THE REQUIREMENTS OF CMS ITEM 611 AND SHALL CONFORM TO THE DETAILS SHOWN ON ODOT STANDARD DRAWING MH-1.
- ASPHALT PAVEMENT AROUND ALL STORM WATER COLLECTION APPURTENANCES (CATCH BASINS, CURB INLETS, ETC.) SHALL BE NO LESS THAN 1/4" ABOVE THE STORM STRUCTURE.

## SANITARY SEWERS

- ALL WORK AND MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF THE GOVERNING AGENCY. WHEN IN CONFLICT WITH THE PROJECT SPECIFICATIONS, THE MORE RIGID REQUIREMENTS SHALL PREVAIL.
- ROOF DRAINS, FOUNDATION DRAINS, AND ALL OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
- ALL SANITARY MANHOLES, PIPES, AND LATERALS CONSTRUCTED WITH THIS PROJECT SHALL BE PRIVATELY OWNED.
- NO BUILDING SHALL BE CONNECTED TO A SEWER LATERAL UNTIL THE BUILDING IS UNDER ROOF.
- SANITARY SHALL BE A MINIMUM OF SDR 35 FOR DEPTHS LESS THAN 16 FEET AND SDR 26 FOR DEPTHS GREATER THAN OR EQUAL TO 16 FEET.
- ALL SANITARY SEWER MANHOLES, CASTINGS, PIPE, ETC. SHALL CONFORM WITH CURRENT SPECIFICATIONS OF THE LOCAL SANITARY ENGINEER AND THE ENVIRONMENTAL PROTECTION AGENCY.
- ALL PVC SANITARY SEWER CONDUIT SHALL BE ASTM D-3034, WITH CELL CLASSIFICATION OF 12454B OR APPROVED EQUAL.
- ALL SANITARY SEWER CONDUIT SHALL CONTAIN PREMIUM JOINTS PER ASTM D3212.

## DOMESTIC WATER/FIRE PROTECTION

- ALL MATERIALS AND CONSTRUCTION SHALL MEET OR EXCEED THE CURRENT SPECIFICATIONS AND CONSTRUCTION STANDARDS OF THE GOVERNING AGENCIES.
- ALL WATER FACILITIES ON THIS PROJECT ARE TO BE PRIVATE.
- ALL DOMESTIC SERVICE CONNECTIONS WILL BE MADE BY THE UTILITY PROVIDER AT THE OWNER'S COST. EXCAVATION SHALL BE PERFORMED BY THE CONTRACTOR.
- THE WATER UTILITY PROVIDER WILL TAP THE WATER MAIN AND PROVIDE 5 FT OF TYPE K COPPER, CURB STOP, AND CURB BOX. CONTRACTOR SHALL VERIFY THAT THE CURB BOX IS ADJUSTED TO GRADE PRIOR TO PLACING PAVING OR FINISH GRADING OPERATIONS.
- SERVICE PIPING SMALLER THAN THREE (3) INCHES SHALL BE SEAMLESS COPPER FLEXIBLE WATER TUBING, ASTM B 88, TYPE K, PRESSURE CLASS 250 AND SHALL MEET THE FOLLOWING:
  - FITTINGS SHALL BE FLARED TYPE FITTINGS. FOR CTS TUBING, CONSULT THE GOVERNING AGENCY FOR A LISTING OF ACCEPTABLE MANUFACTURERS AND PRODUCTS.
  - COUPLINGS WITH SET SCREWS OR GRIP RINGS WILL NOT BE ACCEPTABLE.
  - WATER SERVICE TUBING SHALL BE BEDDED SIX (6) INCHES ABOVE AND BELOW WITH SAND OR OTHER NON-COMPACTIBLE MATERIAL APPROVED BY THE GOVERNING AGENCY.
- ALL WATER METER PITS SHALL CONFORM TO THE MATERIALS AND SPECIFICATIONS OF THE GOVERNING AGENCY.
- GAS SERVICE SHALL MEET THE REQUIREMENTS OF THE UTILITY PROVIDER.

## GAS

- FOR GAS ENGINEERING NOTIFICATION, AGREEMENTS, AND OFFICIAL CORRESPONDENCE RELATED TO GAS FACILITIES, ADDRESS TO THE ADDRESS SHOWN ON THE DRAWINGS.
- THE GAS MAIN INFORMATION PROVIDED SHOWS THE APPROXIMATE LOCATIONS AND DEPTHS OF COVER AND IS PROVIDED TO COMPLY WITH STATUTORY REGULATIONS. THIS INFORMATION SHOULD BE USED ONLY FOR PLANNING, NOT CONSTRUCTION.
- ALL GAS MAIN DEPTHS OF COVER IF NOTED ARE APPROXIMATE DEPTHS OF COVER RECORDED AT THE TIME OF INSTALLATION, ANY RESULTING GRADE CHANGES SINCE THE TIME OF THE MAIN INSTALLATION WILL CAUSE THE EXISTING DEPTHS OF COVER TO BE DIFFERENT. EXTREME CARE MUST BE TAKEN TO ENSURE SAFE EXCAVATION WHEN APPROACHING KNOWN OR SUSPECTED GAS FACILITIES.
- GAS SERVICE SHALL MEET THE REQUIREMENTS OF THE UTILITY PROVIDER.

- GAS SERVICE SHALL BE POLYETHYLENE PIPE MEETING THE REQUIREMENTS OF ASTM D-2513 AND THE PLASTIC PIPE INSTITUTE PE 2406 FOR MEDIUM DENSITY PIPE.
- ALL GAS SERVICES WERE INSTALLED AT A MINIMUM OF 1'-6" OF COVER. SEE NOTE 3 ABOVE.
- FOR ADDITIONAL GAS FACILITY RECORD INFORMATION, CALL THE UTILITY PROVIDER AT THE PHONE NUMBER LISTED ON THE DRAWINGS.
- TO COMPLY WITH FEDERAL AND STATE REGULATIONS CONCERNING DAMAGE PREVENTION PROGRAMS, THE UTILITY COMPANIES MUST BE CONTACTED AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO EXCAVATION BY CALLING THE OHIO UTILITIES PROTECTION SERVICE (OUPS), TOLL FREE AT 811 OR 1-800-362-2764.
- GAS FACILITIES ARE TO BE KEPT IN SERVICE AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO GAS FACILITIES DURING OR AS A RESULT OF THE CONTRACTOR'S CONSTRUCTION. ALL DAMAGE TO GAS FACILITIES REQUIRING ADJUSTMENTS, RELOCATIONS, AND/OR REPAIRS WILL BE MADE AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL SHEET AND SHORE ALL EXCAVATIONS AS REQUIRED TO CONTINUOUSLY SUPPORT GAS FACILITIES WITHIN THE ZONE OF INFLUENCE (AS DETERMINED BY THE NATURAL ANGLE OF REPOSE OF THE SOIL).
- CROSSING BURIED GAS FACILITIES WITH HEAVY CONSTRUCTION EQUIPMENT MAY CAUSE DAMAGE TO THE GAS FACILITIES. CONTACT THE GAS PROVIDER FOR DETAILS ON HOW TO PROTECT THE GAS FACILITIES FROM DAMAGE.
- THE CONTRACTOR SHALL NOT BACKFILL EXPOSED GAS FACILITIES UNTIL THE UTILITY HAS INSPECTED ITS FACILITIES AND PERFORMED ANY MAINTENANCE AND/OR ADJUSTMENTS THAT MAY BE REQUIRED.
- THE CONTRACTOR IS RESPONSIBLE FOR PREVENTING ANY DAMAGE TO EXISTING GAS FACILITIES. THIS INCLUDES PROTECTION OF COATINGS AND WRAPPINGS ON STEEL GAS MAINS. IT ALSO INCLUDES ANY DAMAGE WHICH MAY HAVE OCCURRED TO PLASTIC GAS MAINS, SUCH AS CRIMPS OR GOUGES.
- WHEN CAST IRON OR SIMILAR GAS FACILITIES ARE EXPOSED OR INTERFERED WITH BY THE CONTRACTOR, REPLACEMENT OR REINFORCEMENT BY THE UTILITY OWNER MAY BE REQUIRED AT THE CONTRACTOR'S EXPENSE. BACKFILL WITH CONTROL LOW STRENGTH MATERIAL WILL BE REQUIRED.
- BLASTING OR OTHER CONSTRUCTION PROCEDURES WHICH MAY TRANSMIT LOADS OR VIBRATIONS IN THE VICINITY OF GAS FACILITIES MUST BE APPROVED BY THE GAS UTILITY PROVIDER. A BLASTING PLAN, IDENTIFYING ALL PERTINENT INFORMATION, MUST BE SUBMITTED IN WRITING BY A BLASTING EXPERT PRIOR TO ANY WORK.
- PROPOSED DEVELOPMENT PLANS AROUND AND NEAR GAS FACILITIES WITHIN PRIVATE EASEMENTS MUST BE SUBMITTED TO THE GAS UTILITY PROVIDER FOR REVIEW. THESE PLANS MUST BE APPROVED BEFORE ANY WORK MAY BEGIN WITHIN THE UTILITY OWNER'S EASEMENTS.
- SPECIFIED EASEMENT WIDTHS MUST BE MAINTAINED IN ORDER FOR THE UTILITY PROVIDER TO PROTECT ITS FACILITIES.
- NO PERMANENT STRUCTURES MAY BE BUILT WITHIN THE EASEMENTS.
- CUTS AND FILLS ARE GENERALLY NOT PERMITTED WITHIN THE EASEMENTS. SOME FILLS MAY BE ALLOWED, AND WILL BE REVIEWED ON AN INDIVIDUAL BASIS. ANY PERMITTED FILLS WILL BE LIMITED TO AN AMOUNT WHICH WILL ALLOW THE UTILITY OWNERS TO PROPERLY MAINTAIN ITS FACILITIES.
- PERPENDICULAR UTILITY CROSSINGS OF GAS EASEMENTS ARE ACCEPTABLE, PROVIDED PROPER CLEARANCES ARE MAINTAINED. PARALLEL INSTALLATIONS ARE NORMALLY NOT ALLOWED.

## ELECTRIC

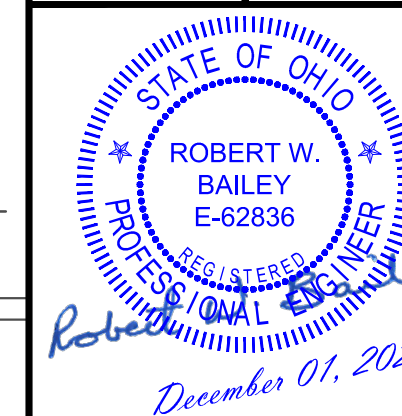
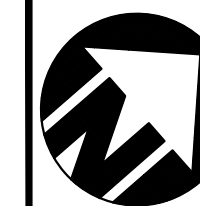
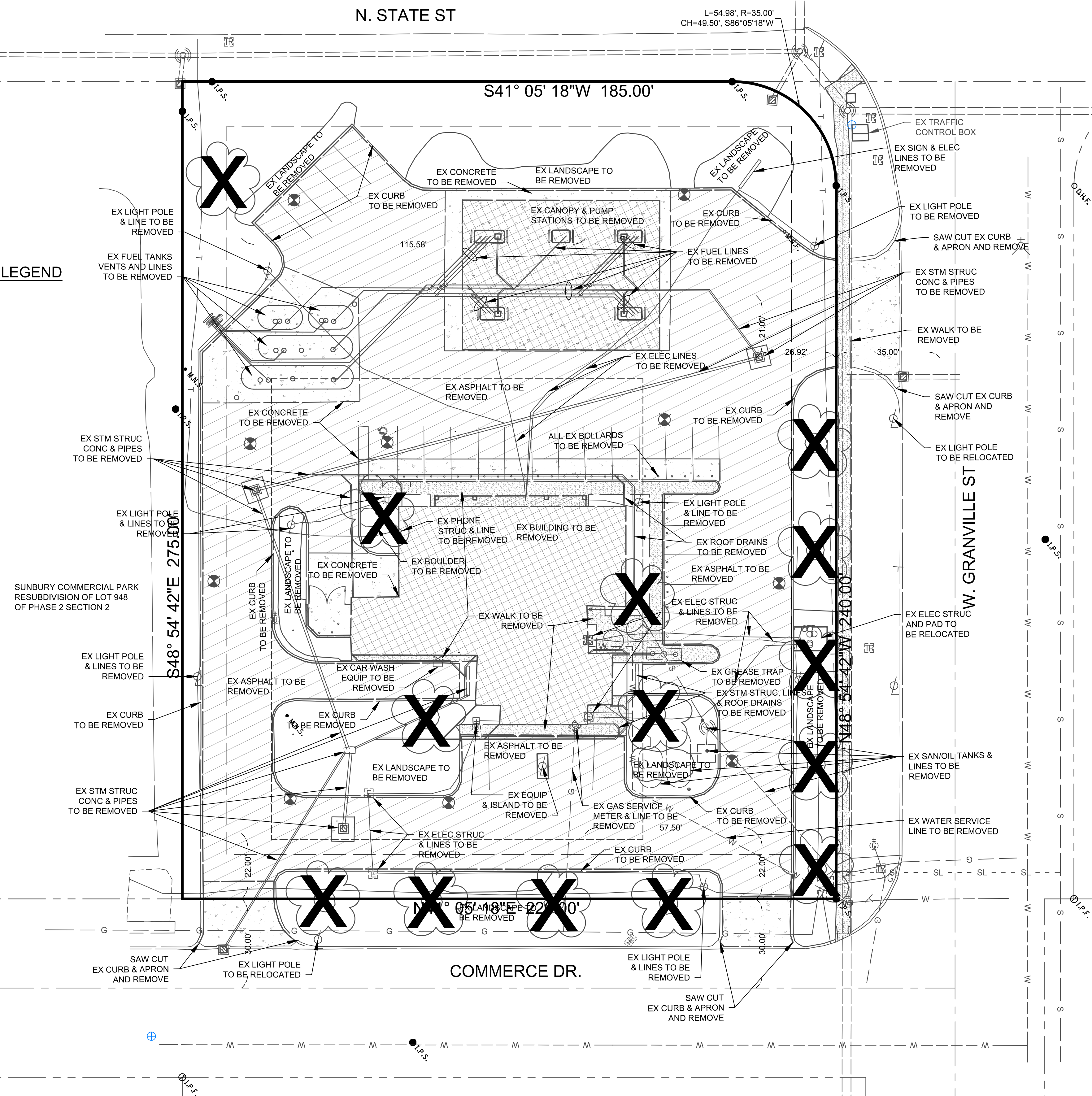
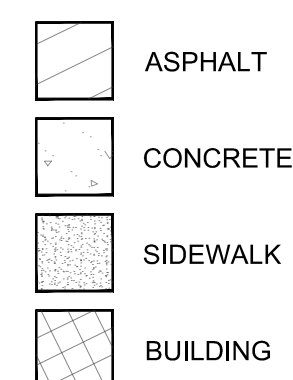
- ELECTRIC SERVICE SHALL MEET THE REQUIREMENTS OF THE UTILITY PROVIDER AND THE ELECTRICAL DRAWINGS IF PROVIDED. WHEN IN CONFLICT WITH THESE SPECIFICATIONS, THE MOST STRINGENT REQUIREMENTS OF THE UTILITY PROVIDER AND THE ELECTRICAL DRAWINGS SHALL PREVAIL.
- ALL ELECTRICAL TRANSFORMERS SHALL BE LOCATED SO THAT THEY DO NOT INTERFERE WITH THE EXISTING MANHOLES OR WATER MAIN APPURTENANCES.
- ELECTRIC CONDUITS SHALL CONSIST OF PVC SCHEDULE 40 NEMA RATED CONDUITS MEETING THE REQUIREMENTS OF THE ELECTRIC SERVICE PROVIDER. PULL LINES WITH A MINIMUM 200# TEST SHALL BE PROVIDED IN EACH CONDUIT.
- CONDUIT BENDS GREATER THAN 30° SHALL BE LONG, SWEEPING, RIGID GALVANIZED STEEL BENDS WITH A MINIMUM RADIUS OF AT LEAST TEN TIMES THE DIAMETER OF THE CONDUIT. STEEL BENDS SHALL BE JOINED TO THE PVC CONDUIT WITH THE APPROPRIATE COUPLING FITTINGS.
- CONDUITS RUNS WITH THREE OR MORE CONDUITS SHALL BE SUPPORTED ON PVC STANDS WHICH ARE ANCHORED TO THE SIDES OF THE TRENCH.
- ELECTRIC MANHOLES, IF NECESSARY, ARE TO BE DESIGNED BY, AND CONSTRUCTED IN ACCORDANCE WITH, THE ELECTRIC SERVICE PROVIDER REQUIREMENTS.
- ELECTRIC PULL BOXES SHALL BE A MINIMUM TIER 5 RATED, 48" X 48" X 45" IN-GROUND POLYMER CONCRETE JUNCTION BOXES WITH A BOLTED COVER. THE BOX SHALL HAVE A CLOSED BOTTOM ON A MINIMUM 12" STONE BASE. THE COVER SHALL HAVE "ELECTRIC" STAMPED/CAST INTO THE COVER. BOXES SHALL BE QUAZITE PG4848DA48/LG4848CA00 OR EQUAL.

## COMMUNICATIONS

- TELEPHONE CONDUITS, WHETHER SHOWN IN THESE PLANS OR NOT, SHALL MEET THE FOLLOWING REQUIREMENTS, THE REQUIREMENTS OF THE UTILITY PROVIDER, AND THE ELECTRICAL AND COMMUNICATIONS DRAWINGS (IF PROVIDED). WHEN IN CONFLICT, THE MOST STRINGENT REQUIREMENTS OF THE UTILITY PROVIDER AND THE ELECTRICAL/COMMUNICATIONS DRAWINGS SHALL PREVAIL.
- TELEPHONE CONDUITS SHALL BE PVC SCH. 40 PRIVATELY OWNED (PO) CONDUITS, FOR TELEPHONE COMPANY USE, FROM THE PROPOSED BACK BOARD LOCATION TO THE POINT OF CONNECTION BY THE UTILITY PROVIDER. CONDUITS SHALL MEET THE REQUIREMENTS OF TELEPHONE SERVICE PROVIDER.
- TERMINATE UNDERGROUND CONDUIT AT DESIGNATED LOCATION WITH A MINIMUM COVER OF 24 INCHES AND MAXIMUM COVER OF 36 INCHES.
- WRAP THE END OF THE CONDUIT WITH A SUITABLE MATERIAL TO PREVENT CLOGGING UNTIL THE CABLE IS PLACED. TELEPHONE SERVICE PROVIDER WILL MAKE CONNECTION AT THIS POINT.
- FLAG OR IDENTIFY THE END OF THE CONDUIT IN ORDER TO DESIGNATE THE POINT OF CONNECTION BETWEEN TELEPHONE SERVICE PROVIDER AND ENTRANCE CONDUIT.

|                                                                                                                                                          |   |   |   |   |   |   |   |   |    |                                                                  |          |
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| <b>CIVIL SOLUTIONS</b><br>ENGINEERING THE EARTH<br>7450 INDUSTRIAL PARKWAY, UNIT B<br>PLAIN CITY, OHIO 43064<br>(613) 538-0253<br>WWW.CIVILSOLUTIONS.NET |   |   |   |   |   |   |   |   |    | 303 W GRANVILLE STREET<br>SUNBURY, OHIO 43074<br>DELAWARE COUNTY |          |
| UDF SUNBURY                                                                                                                                              |   |   |   |   |   |   |   |   |    | CIVIL GENERAL NOTES                                              |          |
| FILE:                                                                                                                                                    |   |   |   |   |   |   |   |   |    | 25-3013 CD.dwg                                                   |          |
| ISSUED:                                                                                                                                                  |   |   |   |   |   |   |   |   |    | DEC 01, 2025                                                     |          |
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UDF SUNBURY

303 W GRANVILLE STREET  
SUNBURY, OHIO 43074  
DELAWARE COUNTY

## DEMOLITION PLAN

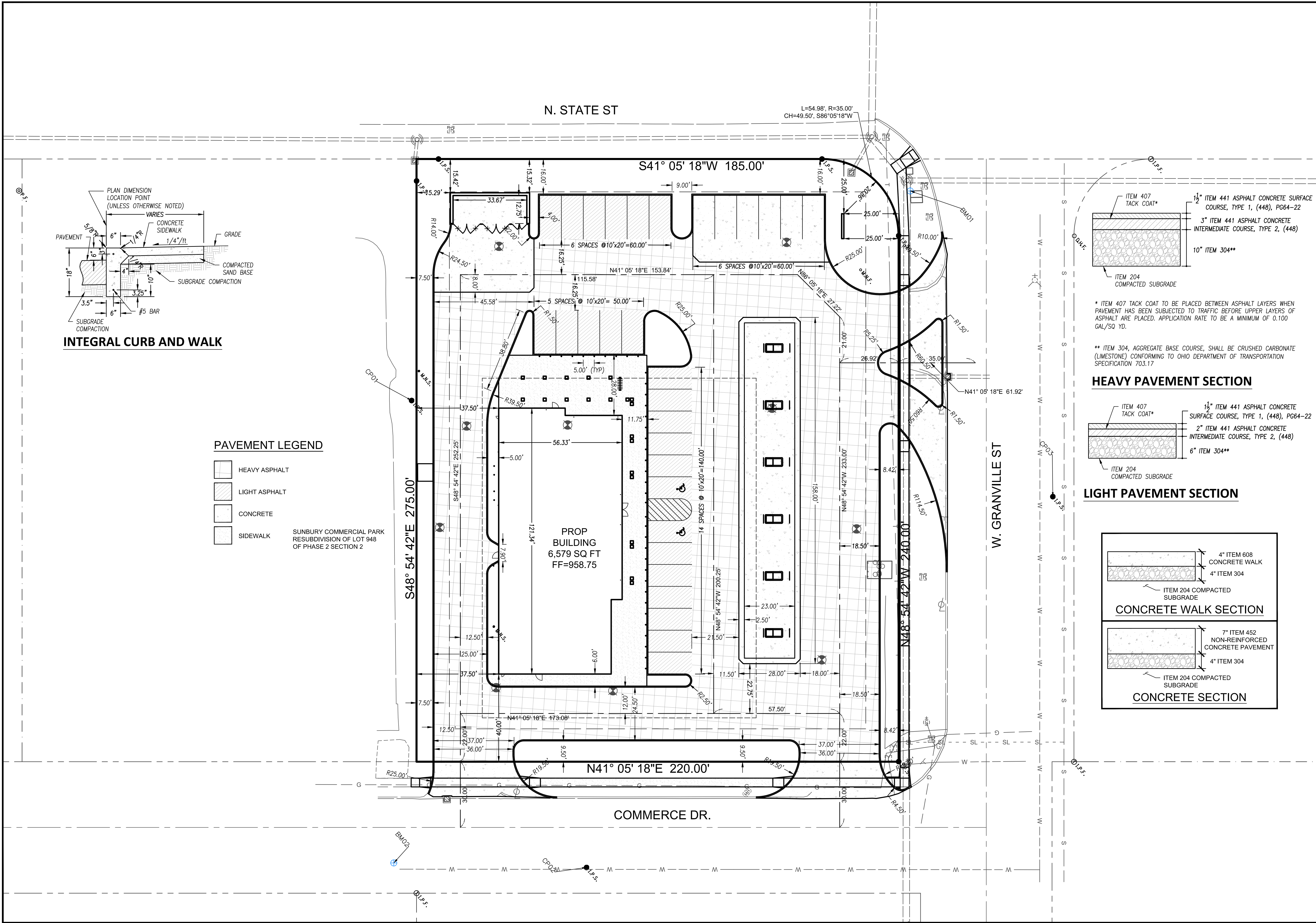
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| ISSUED: | DEC 01, 2025   |

C3

PLOTTED: Dec 01, 2025 - 2:13pm PLOTTED BY: rbailey  
DRAWING: S:\25-3013 UDF Sunbury\CIVIL\Dwg\25-3013 CD.dwg: C03 DEMO UDF



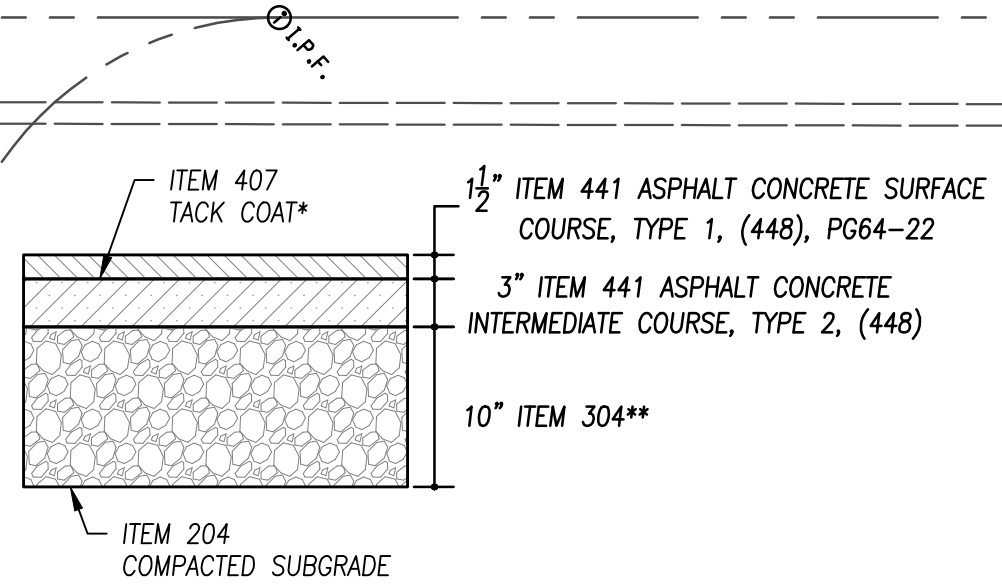
PLOTTED: Dec 01, 2025 - 2:14pm PLOTTED BY: challey  
 DRAWING: S125-3013 UDF Sunbury CIVIL.dwg 25-3013 CD.dwg: C04 LAYOUT UDF



PAVEMENT LEGEND

- HEAVY ASPHALT
- LIGHT ASPHALT
- CONCRETE
- SIDEWALK

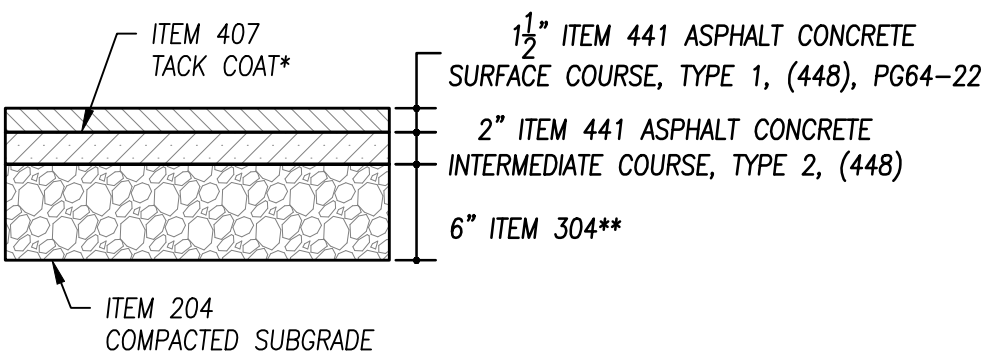
SUNBURY COMMERCIAL PARK  
RESUBDIVISION OF LOT 948  
OF PHASE 2 SECTION 2



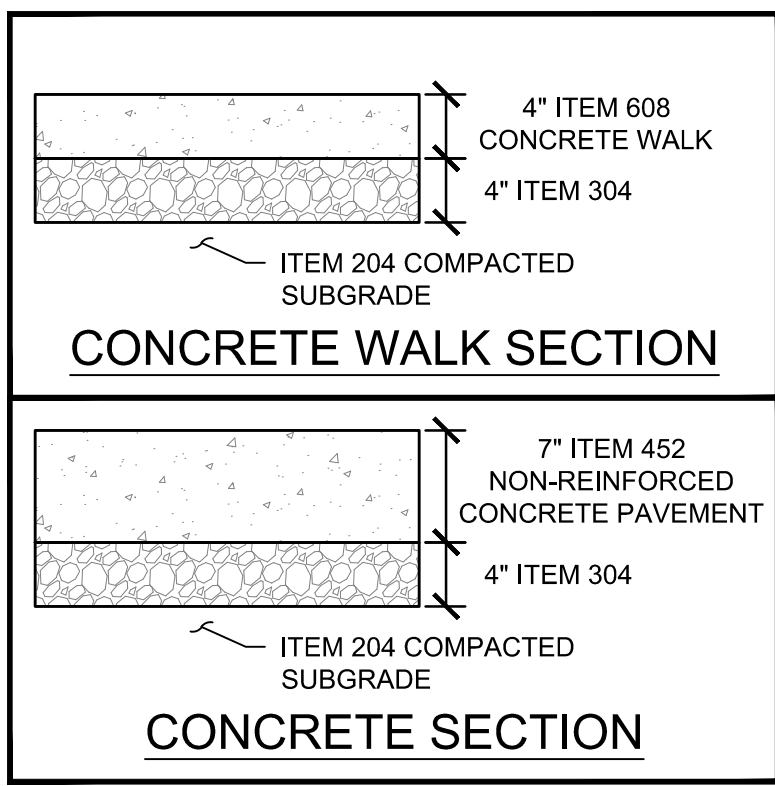
\* ITEM 407 TACK COAT TO BE PLACED BETWEEN ASPHALT LAYERS WHEN PAVEMENT HAS BEEN SUBJECTED TO TRAFFIC BEFORE UPPER LAYERS OF ASPHALT ARE PLACED. APPLICATION RATE TO BE A MINIMUM OF 0.100 GAL/SQ. YD.

\*\* ITEM 304, AGGREGATE BASE COURSE, SHALL BE CRUSHED CARBONATE (LIMESTONE) CONFORMING TO OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATION 703.17

HEAVY PAVEMENT SECTION



LIGHT PAVEMENT SECTION



SCALE: 1" = 20'

December 01, 2025

| NO | REVISION | DATE |
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UDF SUNBURY

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SUNBURY, OHIO 43074  
DELAWARE COUNTY

LAYOUT PLAN

FILE: 25-3013 CD.dwg  
ISSUED: DEC 01, 2025

**C4**









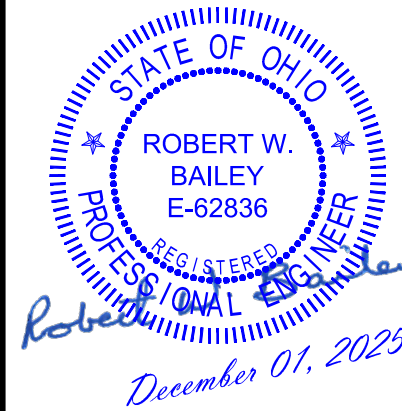
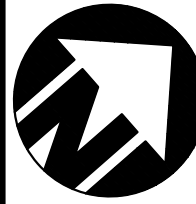
- |   |                           |
|---|---------------------------|
| 2 | SEEDING AND MULCHING      |
| 3 | CONSTRUCTION ENTRANCE     |
| 4 | SILT FENCE OR FILTER SOCK |
| 7 | MANUFACTURED INLET FILTER |
| 8 | CONCRETE TRUCK WASHOUT    |



PROP  
BUILDING  
6,579 SQ FT  
FF=958.75

4/ COMMERCE DR.

W. GRANVILLE ST



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77450 INDUSTRIAL PARKWAY, UNIT B  
PLAIN CITY, OHIO 43064  
(513) 538-0253  
WWW.CIVILSOLUTIONS.NET

UDF SUNBURY

303 W GRANVILLE STREET  
SUNBURY, OHIO 43074  
DELAWARE COUNTY

## GRADING PLAN

|         |                |
|---------|----------------|
| FILE:   | 25-3013 GR.dwg |
| ISSUED: | DEC 01, 2025   |

## C6



2

SEEDING AND MULCHING

1. SPREAD 4 TO 6 INCHES OF TOPSOIL.

2. FERTILIZE ACCORDING TO SOIL TEST (OR APPLY 10 LB./1000 SQ. FT. OF 20-10-10 OR 10-10-10 FERTILIZER.)

3. SEED WITH AN APPROPRIATE MIX FOR THE SITE (SEE TABLE.) RAKE LIGHTLY TO COVER SEED WITH 1/4" OF SOIL. ROLL LIGHTLY.

4. MULCH WITH STRAW (70-90 LB. OR ONE BALE PER 1000 SQ. FT.)

5. ANCHOR MULCH BY PUNCHING 2 INCHES INTO THE SOIL WITH A DULL, WEIGHTED DISK OR BY USING NETTING OR OTHER MEASURES ON STEEP SLOPES, OR WINDY AREAS. WATER GENTLY EVERY DAY OR TWO TO KEEP SOIL MOIST. LESS WATERING IS NEEDED ONCE GRASS IS 2 INCHES TALL.

| TEMPORARY SEEDING SPECIES SELECTION                                                                    |                     |                          |                |
|--------------------------------------------------------------------------------------------------------|---------------------|--------------------------|----------------|
| SEEDING DATES                                                                                          | SPECIES             | LB/1,000 FT <sup>2</sup> | LB/ACRE        |
| MARCH 1<br>TO<br>AUGUST 15                                                                             | OATS                | 3                        | 128 (4 BUSHEL) |
|                                                                                                        | TALL FESCUE         | 1                        | 40             |
|                                                                                                        | ANNUAL RYEGRASS     | 1                        | 40             |
|                                                                                                        | PERENNIAL RYEGRASS  | 1                        | 40 LB.         |
|                                                                                                        | TALL FESCUE         | 1                        | 40 LB.         |
| AUGUST 16<br>TO<br>NOVEMBER 1                                                                          | ANNUAL RYEGRASS     | 1.25                     | 55             |
|                                                                                                        | PERENNIAL RYEGRASS  | 3.25                     | 142            |
|                                                                                                        | CREeping RED FESCUE | 0.4                      | 17             |
|                                                                                                        | KENTUCKY BLUEGRASS  | 0.4                      | 17             |
|                                                                                                        | RYE                 | 3                        | 112 (2 BUSHEL) |
| NOVEMBER 1 TO<br>FEBRUARY 29                                                                           | TALL FESCUE         | 1                        | 40 LB.         |
|                                                                                                        | ANNUAL RYEGRASS     | 1                        | 40 LB.         |
|                                                                                                        | WHEAT               | 3                        | 120 (2 BUSHEL) |
|                                                                                                        | TALL FESCUE         | 1                        | 40 LB.         |
|                                                                                                        | ANNUAL RYEGRASS     | 1                        | 40 LB.         |
|                                                                                                        | PERENNIAL RYEGRASS  | 1                        | 40 LB.         |
|                                                                                                        | TALL FESCUE         | 1                        | 40 LB.         |
|                                                                                                        | ANNUAL RYEGRASS     | 1                        | 40 LB.         |
|                                                                                                        | ANNUAL RYEGRASS     | 1.25                     | 40             |
|                                                                                                        | PERENNIAL RYEGRASS  | 3.25                     | 40             |
|                                                                                                        | CREeping RED FESCUE | 0.4                      | 40             |
|                                                                                                        | KENTUCKY BLUEGRASS  | 0.4                      | 40             |
| USE MULCH ONLY OR DORMANT SEEDING.                                                                     |                     |                          |                |
| NOTE: OTHER APPROVED SEED SPECIES MAY BE SUBSTITUTED. PERMANENT SEEDING TO BE AS PER LANDSCAPING PLANS |                     |                          |                |

3

CONSTRUCTION ENTRANCE

70 FT MINIMUM  
(30 FT FOR ACCESS TO INDIVIDUAL HOUSE LOT)

14 FT MINIMUM AND NOT LESS THAN WIDTH OF INGRESS OR EGRESS

RIGHT-OF-WAY DIVERSION AS NEEDED

18" OR SUFFICIENT TO DIVERT RUNOFF

ROAD OR OTHER EXISTING PAVED SURFACE

CULVERT AS NEEDED

PLAN VIEW  
(NOT TO SCALE)

1. STONE SIZE - ODOT #2 (1.5 - 2.5 INCH) STONE SHALL BE USED, OR RECYCLED CONCRETE EQUIVALENT.

2. LENGTH - THE CONSTRUCTION ENTRANCE SHALL BE AS LONG AS REQUIRED TO STABILIZE HIGH TRAFFIC AREAS BUT NOT LESS THAN 70 FT. (EXCEPTION: APPLY 30 FT. MINIMUM TO SINGLE RESIDENCE LOTS).

3. THICKNESS - THE STONE LAYER SHALL BE AT LEAST 6 INCHES THICK FOR LIGHT DUTY ENTRANCES OR AT LEAST 10 INCHES FOR HEAVY DUTY USE.

4. WIDTH - THE ENTRANCE SHALL BE AT LEAST 14 FEET WIDE, BUT NOT LESS THAN THE FULL FINAL WIDTH AT POINTS WHERE INGRESS AND EGRESS OCCURS.

5. GEOTEXTILE - A GEOTEXTILE SHALL BE LAID OVER THE ENTIRE AREA PRIOR TO PLACING STONE. IT SHALL BE COMPOSED OF STRONG, ROT-PROOF POLYMERIC FIBERS AND MEET THE FOLLOWING SPECIFICATIONS:

| GEOTEXTILE SPECIFICATION FOR CONSTRUCTION ENTRANCE |                |
|----------------------------------------------------|----------------|
| MINIMUM TENSILE STRENGTH                           | 200 LBS.       |
| MINIMUM PUNCTURE STRENGTH                          | 80 PSI.        |
| MINIMUM TEAR STRENGTH                              | 50 LBS.        |
| MINIMUM BURST STRENGTH                             | 320 PSI.       |
| MINIMUM ELONGATION                                 | 20%            |
| EQUIVALENT OPENING SIZE                            | EOS < 0.6 MM.  |
| PERMITTIVITY                                       | 1x10-3 CM/SEC. |

6. TIMING - THE CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SOON AS IS PRACTICABLE BEFORE MAJOR GRADING ACTIVITIES.

7. CULVERT - A PIPE OR CULVERT SHALL BE CONSTRUCTED UNDER THE ENTRANCE IF NEEDED TO PREVENT SURFACE WATER FROM FLOWING ACROSS THE ENTRANCE OR TO PREVENT RUNOFF FROM BEING DIRECTED OUT ONTO PAVED SURFACES.

8. WATER BAR - A WATER BAR SHALL BE CONSTRUCTED AS PART OF THE CONSTRUCTION ENTRANCE IF NEEDED TO PREVENT SURFACE RUNOFF FROM FLOWING THE LENGTH OF THE CONSTRUCTION ENTRANCE AND OUT ONTO PAVED SURFACES.

9. MAINTENANCE - TOP DRESSING OF ADDITIONAL STONE SHALL BE APPLIED AS CONDITIONS DEMAND, MUD SPILLED, DROPPED, WASHED, OR TRACKED ONLY PUBLIC ROADS, OR ANY SURFACE WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, SHALL BE REMOVED IMMEDIATELY. REMOVAL SHALL BE ACCOMPLISHED BY SCRAPING OR SWEEPING.

10. CONSTRUCTION ENTRANCES SHALL NOT BE RELIED UPON TO REMOVE MUD FROM VEHICLES AND PREVENT OFF-SITE TRACKING. VEHICLES THAT ENTER AND LEAVE THE CONSTRUCTION SITE SHALL BE RESTRICTED FROM MUDDY AREAS.

11. REMOVAL - THE ENTRANCE SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS STABILIZED OR REPLACED WITH A PERMANENT ROADWAY OR ENTRANCE.

10' MAX

ELEVATION  
(NOT TO SCALE)

16" MIN

6" MIN

SEE DETAIL A

SECTION  
(NOT TO SCALE)

WRAP GEOTEXTILE AROUND STAKES BEFORE DRIVING

JOINING SECTIONS OF SILT FENCE

DETAIL A  
(NOT TO SCALE)

PLAN

FLOW

PLAN VIEW

ELEVATION

ELEVATION VIEW

POINTS A SHOULD BE HIGHER THAN POINT B

CONSTRUCTION OF A FILTER BARRIER

1. SET THE STAKES.

2. SET THE POSTS AND EXCAVATE A 6" X 6" TRENCH UPSLOPE ALONG THE LINE OF POSTS.

3. STAPLE WIRE FENCING TO THE POSTS.

4. ATTACH THE FILTER FABRIC TO THE WIRE FENCE AND EXTEND IT INTO THE TRENCH.

5. BACKFILL AND COMPACT THE EXCAVATED SOIL.

6. EXTENSION OF FABRIC AND WIRE INTO THE TRENCH.

8

CONCRETE TRUCK WASHOUT

DIKE

1' FT. MIN.

PLAN  
(NOT TO SCALE)

TOP OF CONTAINMENT DIKE

3' MIN.

1' FT. MIN.

3' MIN.

LINE WASHOUT AREA WITH PLASTIC

SECTION  
(NOT TO SCALE)

4

SILT FENCE

MATERIALS:

1. FENCE POST - THE LENGTH SHALL BE A MINIMUM OF 32 INCHES. WOOD POSTS WILL BE 2-8Y-2-IN. NOMINAL DIMENSIONED HARDWOOD OF SOUND QUALITY. THEY SHALL BE FREE OF KNOTS, SPLITS, AND OTHER VISIBLE IMPERFECTIONS THAT WILL WEAKEN THE POSTS. THE MAXIMUM SPACING BETWEEN POSTS SHALL BE 10 FT. POSTS SHALL BE DRIVEN A MINIMUM 16 INCHES INTO THE GROUND, WHERE POSSIBLE. IF NOT POSSIBLE, THE POSTS SHALL BE ADEQUATELY SECURED TO PREVENT OVERTURNING OF THE FENCE DUE TO SEDIMENT/WATER LOADING.

2. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF CMS 712.09, TYPE C, SUPPORT STAKES. THE STAKES SHALL BE DRIVEN A MINIMUM OF 6" BELOW THE BOTTOM OF THE FILTER FABRIC.

3. SILT FENCE FABRIC - SEE CHART.

INSTALLATION:

4. SILT FENCE SHALL BE CONSTRUCTED BEFORE UPSLOPE LAND DISTURBANCE BEGINS.

5. ALL SILT FENCE SHALL BE PLACED AS CLOSE TO THE CONTOUR AS POSSIBLE SO THAT WATER WILL NOT CONCENTRATE AT LOW POINTS IN THE FENCE AND SO THAT SMALL SWALES OR DEPRESSIONS THAT MAY CARRY SMALL CONCENTRATED FLOWS TO THE SILT FENCE ARE DISSIPATED ALONG ITS LENGTH.

6. ENDS OF THE SILT FENCES SHALL BE BROUGHT UPSLOPE SLIGHTLY SO THAT WATER PONDED BY THE SILT FENCE WILL BE PREVENTED FROM FLOWING AROUND THE ENDS.

7. THE ENDS OF ADJACENT SECTIONS OF FENCE SHALL BE OVERLAPPED WITH THE END STAKE OF EACH SECTION WRAPPED TOGETHER PRIOR TO INSTALLATION, (SEE DETAILS). THE GROUND ELEVATION OF THE FENCE SHALL BE HELD CONSTANT EXCEPT THAT THE END ELEVATIONS SHALL BE RAISED UPSLOPE TO PREVENT FLOW AROUND THE END OF THE FENCE.

8. SILT FENCE SHALL BE PLACED PARALLEL TO THE CONTOUR OF THE LAND AND AT THE FLATTEST AREA AVAILABLE TO ALLOW WATER TO POND BEHIND FENCE.

9. WHERE POSSIBLE, VEGETATION SHALL BE PRESERVED FOR 5 FEET (OR AS MUCH AS POSSIBLE) UPSLOPE FROM THE SILT FENCE. IF VEGETATION IS REMOVED, IT SHALL BE REESTABLISHED WITHIN 7 DAYS FROM THE INSTALLATION OF THE SILT FENCE.

10. THE HEIGHT OF THE SILT FENCE SHALL BE A MINIMUM OF 16 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

11. THE SILT FENCE SHALL BE PLACED IN AN EXCAVATED OR SLICED TRENCH CUT A MINIMUM OF 6 INCHES DEEP. THE TRENCH SHALL BE MADE WITH A TRENCHER, CABLE LAYING MACHINE, SLICING MACHINE, OR OTHER SUITABLE DEVICE THAT WILL ENSURE AN ADEQUATELY UNIFORM TRENCH DEPTH.

12. THE SILT FENCE SHALL BE PLACED WITH THE STAKES ON THE DOWNSLOPE SIDE OF THE GEOTEXTILE WITH 8" OF CLOTH BELOW THE GROUND SURFACE; EXCESS MATERIAL TO LAY ON THE BOTTOM OF 6" TRENCH. THE TRENCH SHALL BE BACKFILLED AND COMPACTED ON BOTH SIDES OF THE FABRIC.

13. LEAVE NO GAPS BETWEEN SECTIONS OF SILT FENCE. INSPECT AND REPAIR ONCE A WEEK AND AFTER EVERY 1/2 INCH RAIN. REMOVE SEDIMENT IF DEPOSITS REACH HALF THE FENCE HEIGHT.

MAINTENANCE:

1. SILT FENCE SHALL ALLOW RUNOFF TO PASS ONLY AS DIFFUSE FLOW THROUGH THE GEOTEXTILE. IF RUNOFF OVER-TOPS THE SILT FENCE, FLOWS UNDER THE FABRIC OR AROUND THE FENCE ENDS, OR IN ANY OTHER WAY ALLOWS A CONCENTRATED FLOW DISCHARGE, ONE OF THE FOLLOWING SHALL BE PERFORMED, AS APPROPRIATE:

1.1. THE LAYOUT OF THE SILT FENCE SHALL BE CHANGED

1.2. ACCUMULATED SEDIMENT SHALL BE REMOVED

1.3. OTHER PRACTICES SHALL BE INSTALLED

2. SEDIMENT DEPOSITS SHALL BE ROUTINELY REMOVED WHEN THE DEPOSIT REACHES APPROXIMATELY ONE-HALF OF THE HEIGHT OF THE SILT FENCE.

3. THE FILTER FABRIC FENCE SHALL BE MAINTAINED TO BE FUNCTIONAL. THIS SHALL INCLUDE REMOVAL OF TRAPPED SEDIMENT AND REQUIRED CLEANING, REPAIR, AND REPLACEMENT OF THE FILTER FABRIC.

4. SILT FENCES SHALL BE INSPECTED AFTER EACH RAINFALL AND AT LEAST DAILY DURING A PROLONGED RAINFALL. THE LOCATION OF EXISTING SILT FENCE SHALL BE REVIEWED DAILY TO ENSURE ITS PROPER LOCATION AND EFFECTIVENESS.

5. IF DAMAGED, THE SILT FENCE SHALL BE REPAIRED IMMEDIATELY.

6. MAINTAIN UNTIL A LAWN IS ESTABLISHED.

REMOVAL

1. REMOVE SILT FENCE ONCE THE AREA UPSLOPE OF THE SILT FENCE HAS BEEN STABILIZED WITH PERMANENT INSTALLATIONS SUCH AS PAVEMENT, BUILDINGS, LANDSCAPING, OR OTHER VEGETATION.

| MINIMUM CRITERIA FOR SILT FENCE FABRIC |                                       |             |
|----------------------------------------|---------------------------------------|-------------|
| FABRIC PROPERTIES                      | VALUES                                | TEST METHOD |
| MINIMUM TENSILE STRENGTH               | 120 LBS (535 N)                       | ASTM D 4632 |
| MAXIMUM ELONGATION AT 60 LBS           | 50%                                   | ASTM D 4632 |
| MINIMUM PUNCTURE STRENGTH              | 50 LBS (220 N)                        | ASTM D 4833 |
| MINIMUM TEAR STRENGTH                  | 40 LBS (180 N)                        | ASTM D 4533 |
| APPARENT OPENING SIZE                  | ≤ 0.84 MM                             | ASTM D 4751 |
| MINIMUM PERMITTIVITY                   | 1X10 <sup>-2</sup> SEC. <sup>-1</sup> | ASTM D 4491 |
| UV EXPOSURE STRENGTH RETENTION         | 70%                                   | ASTM G 4355 |

4

FILTER SOCK

2"x2" WOODEN STAKE

3"-4"

MIN 12"

FLOW

SECTION  
(NOT TO SCALE)

MATERIALS

1. COMPOST USED FOR FILTER SOCKS SHALL BE WEED, PATHOGEN, AND INSECT FREE AND FREE OF ANY REFUSE, CONTAMINANTS, OR OTHER MATERIALS TOXIC TO PLANT GROWTH. THEY SHALL BE DERIVED FROM A WELL-DECOMPOSED SOURCE OF ORGANIC MATTER AND CONSIST OF PARTICLES RANGING FROM 3/8" TO 2".

2. FILTER SOCKS SHALL BE 3 OR 5 MIL CONTINUOUS, TUBULAR, HDPE 3/4" KNITTED MESH NETTING MATERIAL, FILLED WITH COMPOST PASSING THE ABOVE SPECIFICATIONS FOR COMPOST PRODUCTS.

3. FILTER SOCKS WILL BE PLACED ON A LEVEL LINE ACROSS SLOPES, GENERALLY PARALLEL TO THE BASE OF THE SLOPE OR OTHER AFFECTED AREA. ON SLOPES APPROACHING 2:1, ADDITIONAL SOCKS SHALL BE PROVIDED AT THE TOP AND AS NEEDED MID-SLOPE.

4. FILTER SOCKS INTENDED TO BE LEFT AS A PERMANENT FILTER OR PART OF THE NATURAL LANDSCAPE, SHALL BE SEED

AT THE TIME OF INSTALLATION FOR ESTABLISHMENT OF PERMANENT VEGETATION.

5. FILTER SOCKS ARE NOT TO BE USED IN CONCENTRATED FLOW SITUATIONS OR IN RUNOFF CHANNELS.

6. ROUTINELY INSPECT FILTER SOCKS AFTER EACH SIGNIFICANT RAIN, MAINTAINING FILTER SOCKS IN A FUNCTIONAL CONDITION AT ALL TIMES.

7. REMOVE SEDIMENTS COLLECTED AT THE BASE OF THE FILTER SOCKS WHEN THEY REACH 1/2 OF THE EXPOSED HEIGHT OF THE PRACTICE.

8. WHERE THE FILTER SOCK DETERIORATES OR FAILS, IT WILL BE REPAIRED OR REPLACED WITH A MORE EFFECTIVE ALTERNATIVE.

9. FILTER SOCKS WILL BE DISPERSED ON SITE WHEN NO LONGER REQUIRED IN SUCH A WAY AS TO FACILITATE AND NOT OBSTRUCT SEEDINGS.

MAINTENANCE:

1. ROUTINELY INSPECT INLET FILTERS AFTER EACH SIGNIFICANT RAIN, MAINTAINING INLET FILTERS IN A FUNCTIONAL CONDITION AT ALL TIMES.

2. REMOVE SILT, SEDIMENT, AND DEBRIS FROM THE SURFACE AND THE VICINITY OF THE UNIT WITH A SQUARE POINT SHOVEL OR STIFF BRISTLE BROOM. REMOVE FINE MATERIAL FROM INSIDE THE FILTER BAG AS NEEDED.

3. KEEP MATERIAL AWAY FROM ENVIRONMENTALLY SENSITIVE AREAS AND WATERWAYS IN A MANNER SATISFACTORY TO THE ENGINEER/INSPECTOR.

4. REPLACE AND DISPOSE OF FILTER BAGS DAMAGED WHICH ARE NO LONGER EFFECTIVE.

5. WHERE THE INLET FILTER DETERIORATES OR FAILS, IT SHALL BE REPAIRED OR REPLACED WITH A MORE EFFECTIVE SOLUTION.

6. REMOVE INLET FILTERS FROM THE SITE WHEN NO LONGER REQUIRED.

MANUFACTURED INLET FILTER

WOVEN MONOFILAMENT FABRIC

FOLD FLAP OVER TO ENCLOSE GRATE

HOOK AND LOOP CLOSURE

INLET FILTER BAG

GRATE

LIFTING STRAPS

SECTION  
(NOT TO SCALE)

INLET FILTER SPECIFICATIONS

| MECHANICAL PROPERTIES   | TEST METHOD | MARV                 |
|-------------------------|-------------|----------------------|
| GRAB TENSILE STRENGTH   | ASTM D 4632 | 365 LBS X 200 LBS    |
| GRAB TENSILE ELONGATION | ASTM D 4632 | 24% X 10%            |
| PUNCTURE STRENGTH       | ASTM D 4833 | 90 LBS               |
| MULLEN BURST STRENGTH   | ASTM D 3786 | 450 PSI              |
| TRAPEZOID TEAR STRENGTH | ASTM D 4533 | 115 LBS X 75 LBS     |
| UV RESISTANCE           | ASTM D 4355 | 90 %                 |
| APPARENT OPENING SIZE   | ASTM D 4751 | NO 40 (US STD SIEVE) |
| FLOW RATE               | ASTM D 4491 | 145 GAL/MIN/SQ FT    |
| PERMITTIVITY            | ASTM D 4491 | 2.1/SEC              |

0

20

40

SCALE: 1" = 20'

STATE OF OHIO

REGISTERED PROFESSIONAL ENGINEER

ROBERT W. BAILEY

E-62836

December 01, 2025

| DATE | REVISION |
|------|----------|
| 9    | NO       |
| 8    |          |
| 7    |          |
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CIVIL SOLUTIONS

ENGINEERING THE EARTH

7450 INDUSTRIAL PARKWAY, UNIT B

PLAIN CITY, OHIO 43064

(613) 538-0253

WWW.CIVILSOLUTIONS.NET

UDF SUNBURY

303 W GRANVILLE STREET

SUNBURY, OHIO 43074

DELAWARE COUNTY

DETAILS

FILE: 25-3013 CD.dwg

ISSUED: DEC 01, 2025

C7



1. CONTRACTOR SHALL CONFORM WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND ALL PLANS AND SPECIFICATIONS REGARDING SOIL EROSION/SEDIMENTATION CONTROL REQUIREMENTS.
2. CONTRACTOR SHALL IMPLEMENT ALL SOIL AND EROSION CONTROL PRACTICES AS PER THE PLAN AND AS REQUIRED BY THE LOCAL JURISDICTION AND THE OHIO ENVIRONMENTAL PROTECTION AGENCY. THE EROSION CONTROL MEASURES SHALL BE INSTALLED PER THE CURRENT EDITION OF THE OHIO RAINWATER AND LAND DEVELOPMENT HANDBOOK AND TO THE SATISFACTION OF THE LOCAL JURISDICTION.
3. CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNING AGENCY AT LEAST THREE (3) DAYS PRIOR TO STARTING CONSTRUCTION FOR PURPOSES OF MONITORING SOIL EROSION AND BMP MEASURES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND UPDATING THE STORM WATER POLLUTION PREVENTION PLAN (SWP3) THROUGHOUT CONSTRUCTION PER THE NPDES PERMIT.
5. THE PLANS HEREIN CONTAIN THE INFORMATION REQUIRED TO MEET THE REVIEWING AGENCY'S SWP3 REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADDITIONAL DETAILS AND INFORMATION IF REQUIRED DURING THE CONSTRUCTION OF THE PROJECT.
6. BORROW AND WASTE DISPOSAL AREAS SHALL BE SELECTED WITH FULL CONSIDERATION FOR SOIL EROSION AND SEDIMENT CONTROL. ALL BORROW AND WASTE DISPOSAL AREAS ARE INCLUDED IN THE NPDES PERMIT AND ARE REQUIRED TO BECOME A PART OF THE SWP3 UNLESS COVERED BY A SEPARATE NPDES PERMIT.
7. ANY PARTY WHO HAS DAY-TO-DAY OPERATIONAL CONTROL OF ACTIVITIES WHICH ARE NECESSARY TO ENSURE COMPLIANCE WITH THE SWP3 FOR THIS PROJECT, OR OTHER CONDITIONS AS SET FORTH IN THE PERMIT, MUST FILE A CO-PERMITTEE NOTICE OF INTENT (NOI) WITH THE OHIO EPA. THIS IS THE SOLE RESPONSIBILITY OF THE CO-PERMITTEE AND SHOULD BE DONE 21 DAYS BEFORE GRUIN IS BROKEN. THIS INCLUDES, BUT IS NOT LIMITED TO, THE GENERAL CONTRACTOR.
8. SEDIMENT AND EROSION CONTROLS SHALL BE INSPECTED BY A QUALIFIED INSPECTOR ONCE EVERY SEVEN (7) DAYS AND WITHIN 24 HOURS OF EVERY 0.5" OR GREATER RAINFALL. A WRITTEN LOG OF THESE INSPECTIONS SHALL BECOME PART OF THE SWP3. THIS LOG SHOULD INDICATE THE DATE OF INSPECTION, NAME OF INSPECTOR, WEATHER CONDITIONS, OBSERVATIONS, ACTIONS TAKEN TO CORRECT ANY DEFECTS AND THE DATE ACTION WAS TAKEN. FURNISH THE OWNER, OWNER'S REPRESENTATIVE, AND ENGINEER WITH WRITTEN REPORTS UNLESS OTHERWISE DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE. INSPECTION RECORDS SHALL BE KEPT BY THE PERMITTEE FOR A PERIOD OF 3 YEARS AFTER TERMINATION OF CONSTRUCTION ACTIVITIES.
9. THE PROJECT HAS BEEN DESIGNED TO CONTROL EROSION AND PREVENT DAMAGE TO OTHER PROPERTY. ALL STRIPPING, EARTHWORK, AND GRADING SHALL BE PERFORMED TO MINIMIZE EROSION. NATURAL VEGETATION SHALL BE RETAINED WHEREVER POSSIBLE. THE PROPOSED PLAN WILL ALLOW MOST ERODED MATERIALS TO BE RETAINED ON SITE.
10. SPECIAL PRECAUTIONS WILL BE TAKEN IN THE USE OF CONSTRUCTION EQUIPMENT TO PREVENT OPERATIONS WHICH PROMOTE EROSION.
11. THE CONTRACTOR IS TO IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) INCLUDING, BUT NOT LIMITED TO, EROSION CONTROL MEASURES AS SHOWN IN THE DRAWINGS. EROSION CONTROL MEASURES MAY BE IMPLEMENTED AND LOCATIONS ADJUSTED AS NEEDED TO FACILITATE CONSTRUCTION PROVIDED THE SWP3 PLAN IS UPDATED ACCORDINGLY AND THE INTENT OF THE PLAN IS MET.
12. SOLID, SANITARY AND TOXIC WASTE MUST BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS. IT IS PROHIBITED TO BURN, BURY, OR POUR INTO THE GROUND, SANITARY, OR STORM SEWER SYSTEMS ANY SOLVENTS, PAINTS, STAINS, GASOLINE, DIESEL FUEL, USED MOTOR OIL, HYDRAULIC FLUID, ANTIFREEZE, CEMENT CURING COMPOUNDS, AND OTHER SUCH TOXIC OR HAZARDOUS WASTES.
13. WASH OUT OF CEMENT TRUCKS SHOULD OCCUR IN A DIKED, DESIGNATED AREA OR INTO PORTABLE MANUFACTURED WASHOUT BAGS SUCH AS THE LINED READY MIX BAGS MANUFACTURED BY ENVIRO SYSTEMS, INC., OR EQUIVALENT, WHERE THE WASTEWATER CAN BE COLLECTED AND DISPOSED OF PROPERLY AFTER IT HARDENS.
14. STORAGE TANKS SHOULD BE LOCATED IN A DIKED AREA WHICH HOLDS A MINIMUM VOLUME OF 110% OF THE LARGEST TANK OR OTHER APPROVED METHODS SHALL BE USED SUCH AS DOUBLE WALLED TANKS OR STORAGE BINS.
15. LOCATION OF DUMPSTERS, WASHOUT AREAS, AND CONTRACTOR PROCEDURES ARE SUBJECT TO SUPERVISION BY THE FEDERAL, STATE, AND LOCAL AUTHORITIES.
16. CONTRACTOR SHALL DESIGNATE ANY SITE DUMPSTER AND WASH AREAS PRIOR TO STARTING CONSTRUCTION FOR SUCH PURPOSES AS WASHING OUT CONCRETE TRUCKS AND DUMPING NON-HAZARDOUS WASTE MATERIALS.
17. HAZARDOUS WASTES ARE TO BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF CONSISTENT WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
18. ALL CATCH BASINS AND INLETS NEAR DISTURBED AREAS SHALL HAVE TEMPORARY INLET PROTECTION SEDIMENT BARRIERS PLACED AND MAINTAINED THROUGHOUT CONSTRUCTION TO PREVENT SEDIMENT FROM ENTERING THE DRAINAGE SYSTEMS WHETHER SHOWN IN THE DRAWINGS OR NOT.
19. SOIL EROSION AND SEDIMENTATION BMP MEASURES SHALL BE INSTALLED PRIOR TO THE START OF ANY CONSTRUCTION AND SHALL BE MAINTAINED AT ALL TIMES UNTIL CONSTRUCTION HAS BEEN COMPLETED, INCLUDING GRASS BEING WELL ESTABLISHED AND/OR PERMANENT EROSION AND SEDIMENTATION BMP MEASURES INSTALLED AND OPERATIONAL. ALL BMP MEASURES SHALL BE TO THE SATISFACTION OF THE APPROVING AGENCIES.
20. ANY DETENTION OR RETENTION AREAS AND ANY PERIMETER CONTROLS SHALL BE IMPROVED WITHIN SEVEN (7) DAYS OF FIRST GRUBBING AND SHALL REMAIN FUNCTIONAL UNTIL THE UP-SLOPE DEVELOPMENT AREA IS STABILIZED.
21. STOCKPILED SOILS SHALL BE LEGALLY REMOVED FROM THE SITE OR COVERED WITH TEMPORARY SEED AND MULCH WITHIN SEVEN (7) DAYS AND SURROUNDED WITH SILT FENCE UNTIL SUCH TIME THAT IT CAN BE REUSED ON THE SITE.
22. ALL AREAS AT FINAL GRADE OR WHERE CONSTRUCTION ACTIVITY IS EXPECTED TO TEMPORARILY CEASE FOR 21 DAYS OR LONGER SHALL BE STABILIZED WITHIN SEVEN (7) DAYS OF ACTIVITY.
23. ALL GRASS AREAS ARE TO BE SEEDED AND STRAW MULCHED WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED.

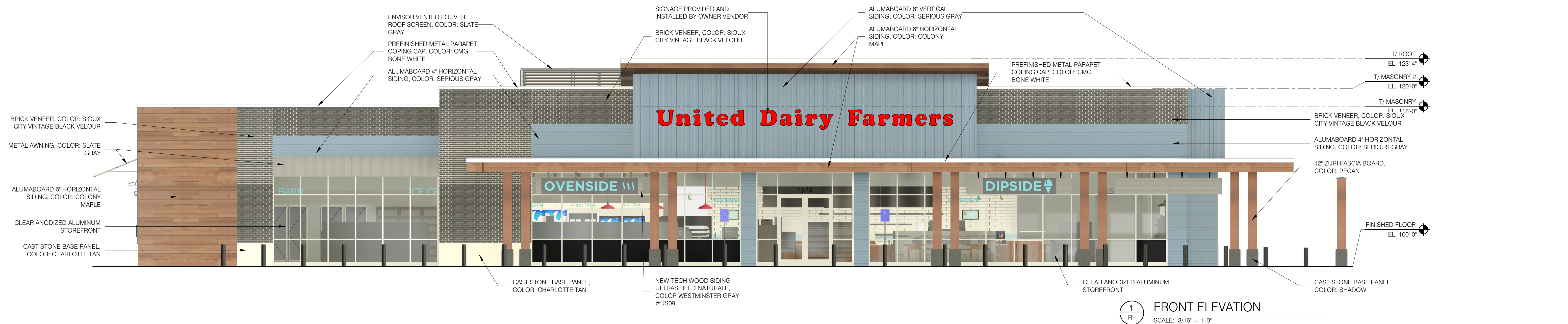
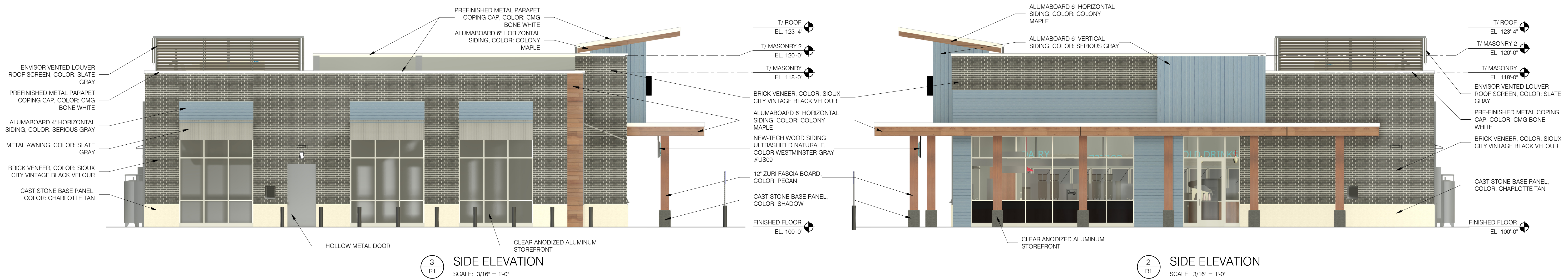
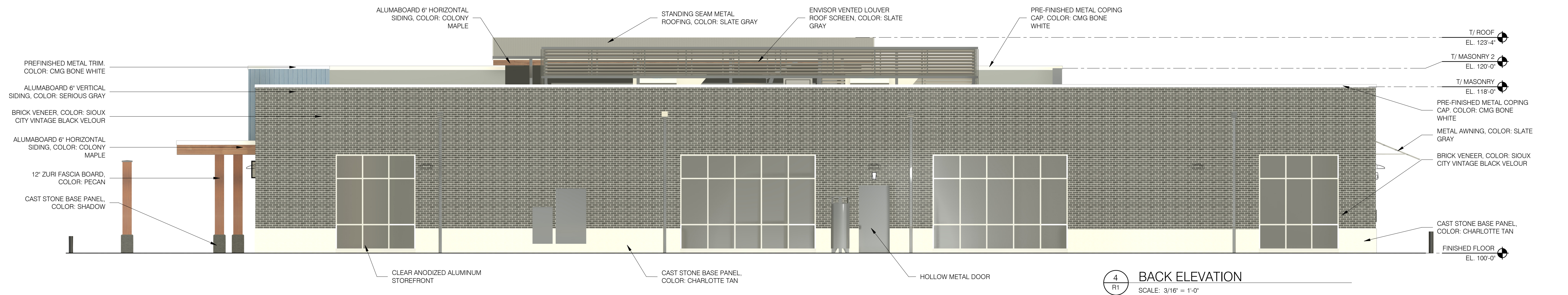
4. STRUCTURAL PRACTICES SHALL BE USED TO CONTROL EROSION AND TRAP SEDIMENTS FROM ALL SITES REMAINING DISTURBED FOR MORE THAN FOURTEEN DAYS.
25. SEED AND MULCH ALL AREAS NOT SHOWN AS BUILDING OR PAVEMENT AND ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES UNLESS OTHERWISE NOTED IN THE PLANS.
26. ALL STREETS MUST BE MAINTAINED DURING CONSTRUCTION. STREETS SHALL BE KEPT FREE OF MUD, DIRT, AND CONSTRUCTION DEBRIS. CONTRACTOR SHALL PROVIDE ROUTINE STREET SWEEPING TO ENSURE MINIMAL EROSION INTO THE PUBLIC STORM SEWER SYSTEM AND ROADWAY.
27. CLEANUP SHALL BE CONDUCTED IN A MANNER TO ENSURE THAT EROSION MEASURES ARE NOT DISTURBED.
28. THE GOVERNING AGENCIES MAY REQUIRE WORK TO BE STOPPED AND THE STORM DRAINAGE OUTLET TO BE PLUGGED IF CONDITIONS BECOME UNSATISFACTORY.
29. ONCE CONSTRUCTION HAS BEEN COMPLETED AND THE SITE STABILIZED, ALL TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE REMOVED. THE OWNER SHALL THEN PERFORM PERIODIC VISUAL INSPECTIONS OF THE STORM SEWERS, DETENTION BASIN, AND DETENTION OUTLET STRUCTURE FOR ANY SIGNS OF SEDIMENT AND DEBRIS ACCUMULATION, DISTRESS, OR FAILURE. OWNER SHALL CLEAN OUT SEDIMENT AND DEBRIS AND MAKE REPAIRS AS NECESSARY. IT IS RECOMMENDED THAT VISUAL INSPECTIONS BE DONE AT 3 MONTHS, 9 MONTHS, AND THEN ANNUALLY AFTER CONSTRUCTION IS COMPLETE.
30. ALL CONTAMINATED SOILS MUST BE TREATED AND/OR DISPOSED OF IN EPA APPROVED SOLID WASTED MANAGEMENT FACILITIES OR HAZARDOUS WASTE TREATMENT, STORAGE, OR DISPOSAL FACILITIES. ANY CONTAMINATED SOILS SHALL BE PROTECTED TO PREVENT CONTAMINATION FROM BEING RELEASED FROM THE SITE THROUGH THE USE OF ONE OF THE FOLLOWING:
  - 30.1. BERMES, TRENCHES, OR PITS
  - 30.2. PUMPING RUNOFF INTO A SANITARY SEWER WITH PRIOR APPROVAL OF THE SANITARY SEWER OPERATOR.
  - 30.3. PUMPING RUNOFF INTO A CONTAINER FOR TRANSPORT TO AN APPROPRIATE TREATMENT/DISPOSAL FACILITY.
  - 30.4. COVERING AREAS OF CONTAMINATION WITH TARPS OR OTHER METHODS THAT PREVENT STORM WATER FROM COMING INTO CONTACT WITH THE CONTAMINATED MATERIAL.
31. SPILLS OF HAZARDOUS MATERIALS WHICH ARE LESS THAN 25 GALLONS (INCLUDING PETROLEUM BASED AND CONCRETE CURING COMPOUNDS) SHALL BE CONTAINED AND REMOVED FROM THE SITE AND TREATED OR DISPOSED OF ACCORDING TO FEDERAL, STATE, AND LOCAL REGULATIONS.
32. THE OHIO EPA (800) 282-9378, THE LOCAL FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE SHALL ALL BE NOTIFIED WITHIN 30 MINUTES OF ALL SPILLS OF HAZARDOUS MATERIALS WHICH ARE GREATER THAN 25 GALLONS.
33. THE SITE SHALL BE SUFFICIENTLY WATERED DURING CONSTRUCTION ACTIVITIES TO LIMIT THE AMOUNT OF DUST RELEASED INTO THE AIR, BUT NOT WATERED SO MUCH AS TO ENCOURAGE TRANSPORT OFF SITE BY TRACKING OR EROSION.



6. POWER OR OTHER FOREIGN CONDUIT MUST BE SEPARATED FROM TELEPHONE CONDUIT BY A MINIMUM OF 12" OF EARTH OR 3" OF CONCRETE.
7. CONDUIT MUST BE PLACED AT A MINIMUM DEPTH OF 24" AND A MAXIMUM OF 36".
8. PROVIDE A 200# TEST PULL LINE IN CONDUIT.
9. ALL BENDS MUST BE LONG, SWEEPING BENDS MADE OF RIGID GALVANIZED STEEL WITH A RADIUS NOT LESS THAN TEN TIMES THE INTERNAL DIAMETER OF CONDUIT. WITH A MAXIMUM OF 180 DEGREES OF BENDS BETWEEN PULLING POINTS. WHEN 180 DEGREES OF BENDS ARE REQUIRED, A PULL BOX WILL BE REQUIRED. STEEL BENDS SHALL BE JOINED TO PVC CONDUIT BY APPROPRIATE COUPLINGS TO CREATE A WATER TIGHT JOINT.
10. PULL BOXES/HAND HOLES SHALL BE A MINIMUM OF TIER 22 RATED 24" X 36" X 18" IN-GROUND POLYMER CONCRETE JUNCTION BOXES WITH A BOLTED COVER AND AN OPEN BOTTOM ON A MINIMUM 12" STONE BASE. THE COVER SHALL BE PROVIDED WITH "COMMUNICATIONS" STAMP OR CAST INTO THE COVER. BOXES SHALL BE QUARTZITE PG2436BB18/PG2436HH00 OR EQUAL.
11. CONDUIT ENTERING FROM BELOW GRADE POINT MUST EXTEND 4" ABOVE FINISHED FLOOR.
12. PROVIDE A 3/4" PLYWOOD BACKBOARD FOR TELEPHONE COMPANY USE. DIMENSIONS TO BE PROVIDED BY THE SERVICE PROVIDER. BACKBOARD SHALL BE PAINTED ON ALL SIDES WITH TWO COATS OF NONCONDUCTIVE, FIRE-RETARDANT PAINT OR FIRE RETARDANT VIRGIN PLYWOOD IS ALSO ACCEPTABLE.
13. PROVIDE A 110 VOLT 20 AMP DUPLEX OUTLET ON THE BACKBOARD.
14. PROVIDE AT THE BACKGROUND LOCATION, A COILED INSULATED #6 GROUND WIRE CONNECTED TO THE ELECTRIC SERVICE GROUND, FOR THE PROPER GROUNDING OF TELEPHONE COMPANY CABLES, TERMINALS, AND EQUIPMENT.
15. TERMINATION SPACE SHALL BE CONTINUALLY ACCESSIBLE, WELL -LIT, AND ENVIRONMENTALLY CLEAN.
16. TERMINATION SPACE MUST CONTAIN A 20 AMP DUPLEX GROUNDED OUTLET FOR TESTING AND MAINTENANCE AND SHALL HAVE A MINIMUM MAINTENANCE AREA OF 36 INCHES IN FRONT OF ALL TELEPHONE BOARDS.
17. CONDUIT MUST EXTEND 4' ABOVE FINAL GRADE AT THE CONNECTION TO THE UTILITY POLE.



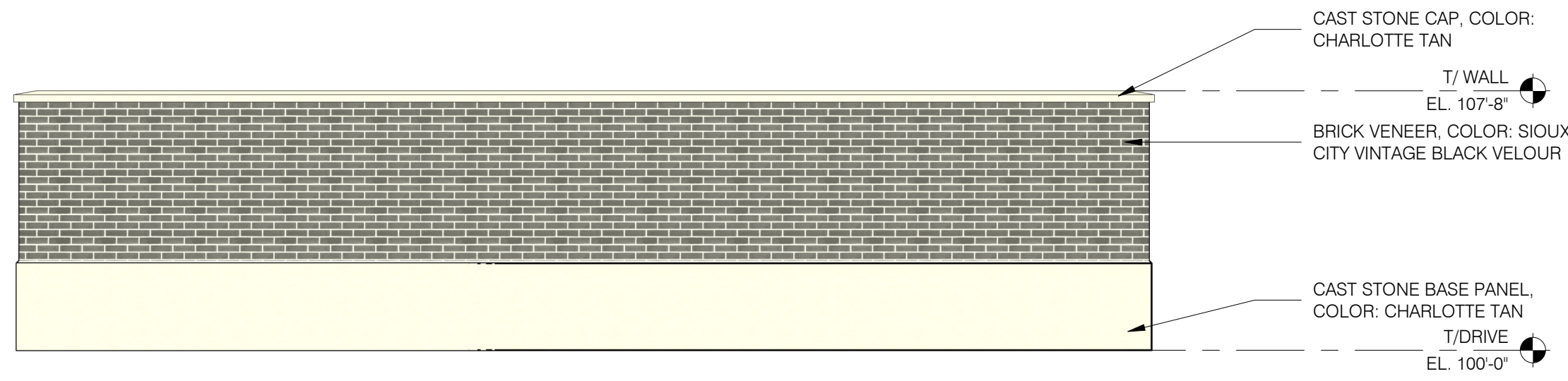




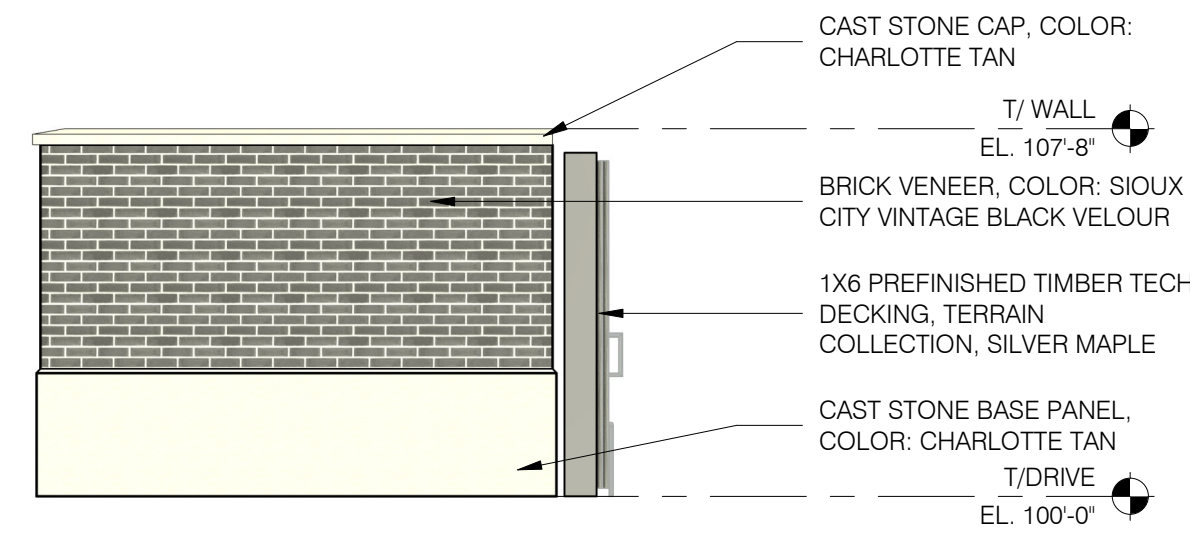
## UDF SUNBURY

303 WEST GRANVILLE ST, SUNBURY, OH 43074





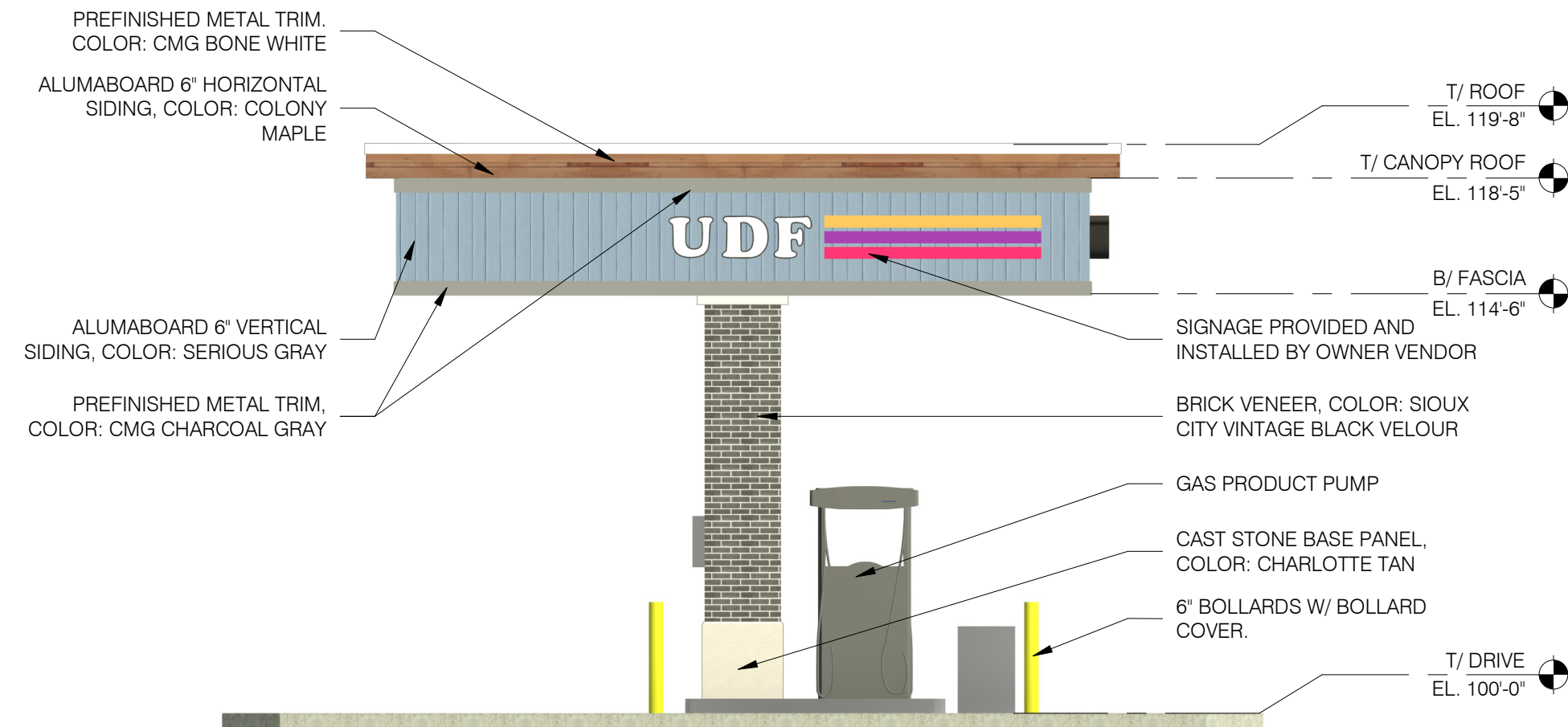
7 BACK DUMPSTER ELEVATION  
SCALE: 1/4" = 1'-0"



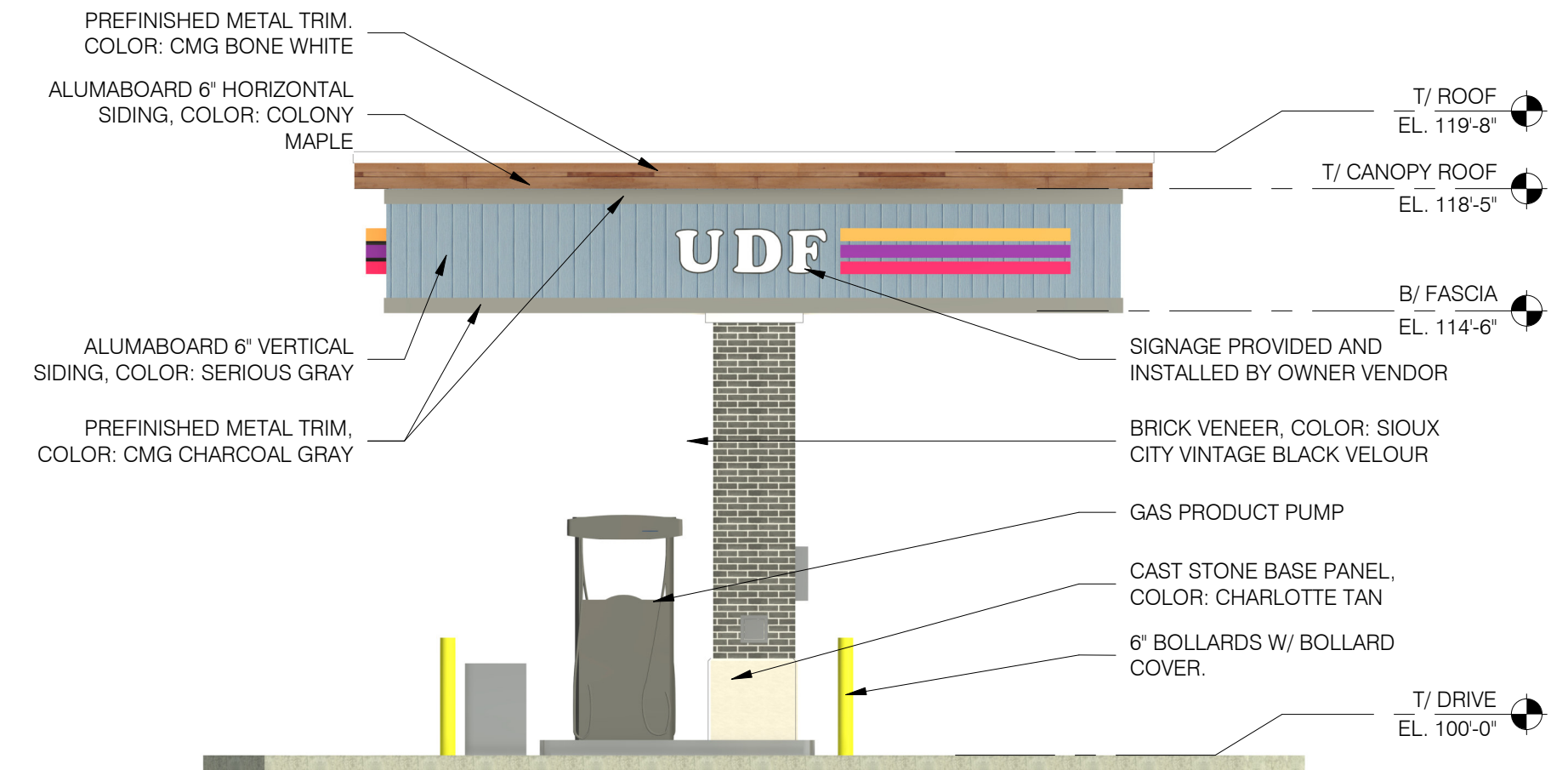
6 SIDE DUMPSTER ELEVATION  
SCALE: 1/4" = 1'-0"



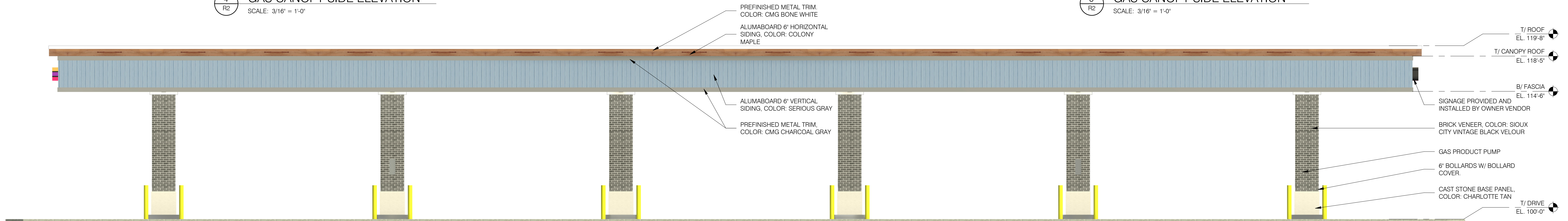
5 FRONT DUMPSTER ELEVATION  
SCALE: 1/4" = 1'-0"



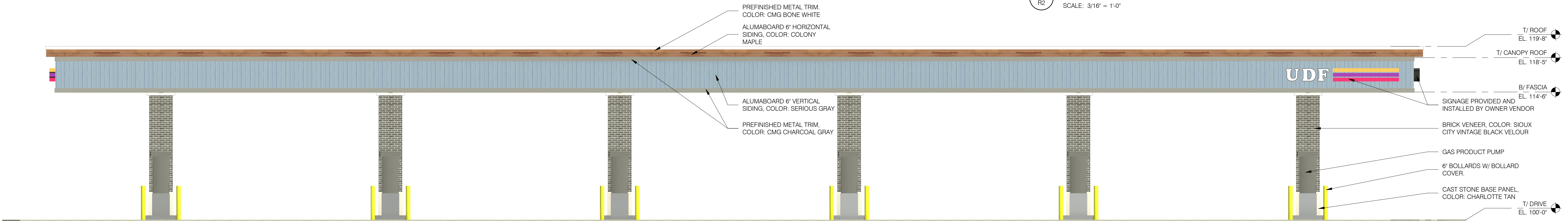
4 GAS CANOPY SIDE ELEVATION  
SCALE: 3/16" = 1'-0"



3 GAS CANOPY SIDE ELEVATION  
SCALE: 3/16" = 1'-0"



2 GAS CANOPY BACK ELEVATION  
SCALE: 3/16" = 1'-0"

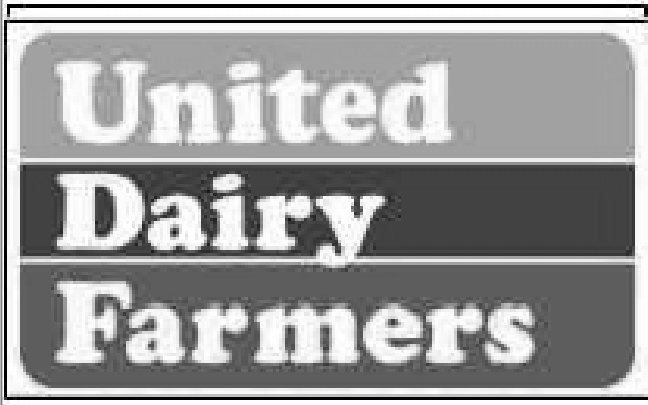
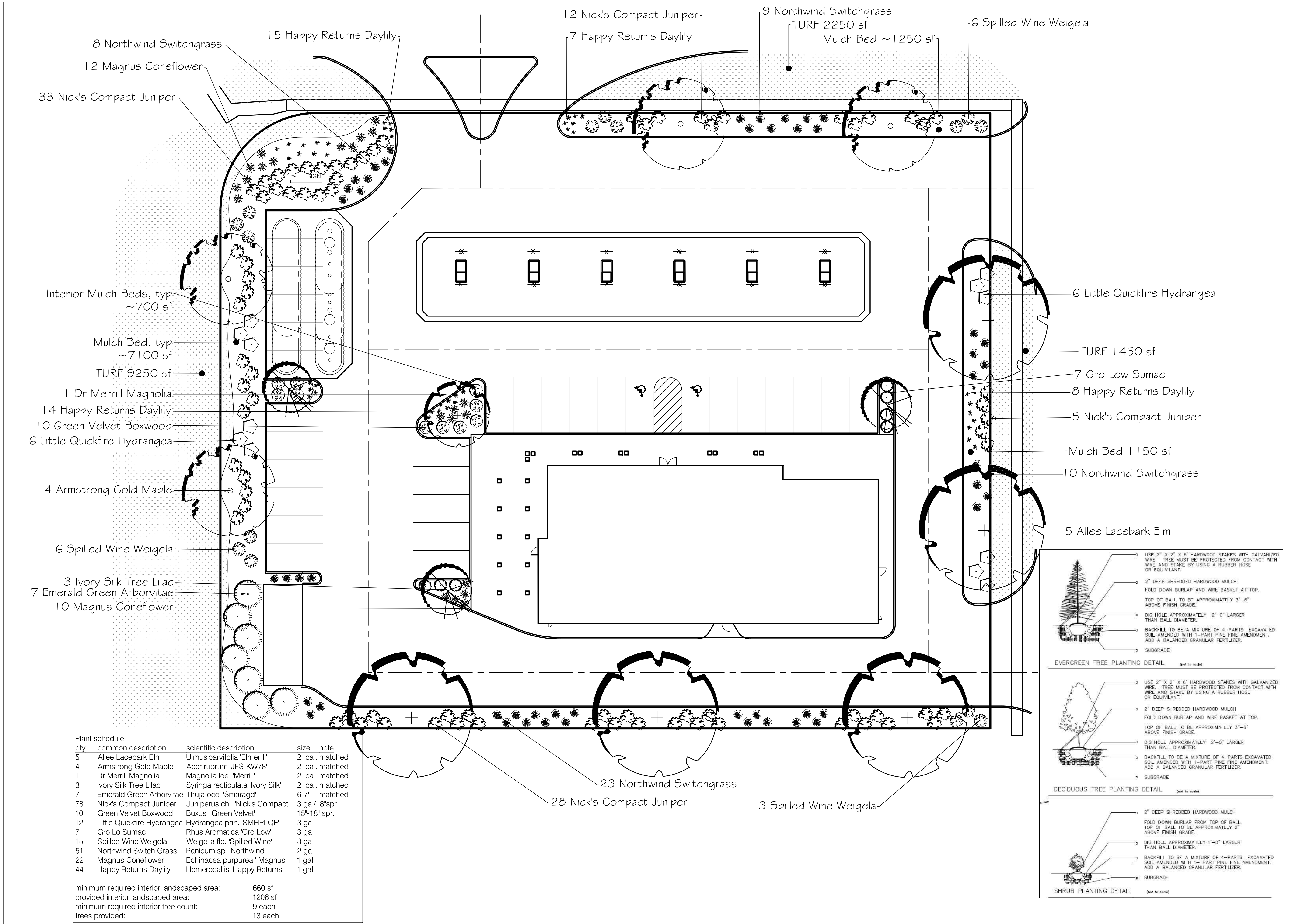


1 GAS CANOPY FRONT ELEVATION  
SCALE: 3/16" = 1'-0"

## UDF SUNBURY

303 WEST GRANVILLE ST, SUNBURY, OH 43074



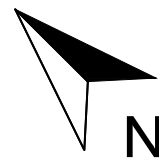


United Dairy Farmers  
303 West Granville St  
Sunbury Ohio, 43074

Company: Landscapes by Terra  
Address: 11301 Watkins California Rd.  
Marysville, OH 43040

Phone #: 614-873-6242  
Website: LBTERRA.COM

| COMMENT                                              | DATE         |
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| add sidewalk E,adjust planting,<br>reduce mulch beds | 11/28/25 tar |



DATE: 9/10/25  
REV#: 0  
DRAWN BY:T. Richards / A. Fourman  
PAGE #: 01 of 1

SCALE: 1/16" = 1' - 0"  
(when printed at 22"x34")

DRAWING TITLE:  
L100 - LANDSCAPE PLAN



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**STAFF REPORT TO THE PLANNING AND ZONING COMMISSION**

**FROM:** Alex Nelisse-Blankenship, Senior Planner / Zoning Officer

**CC:** Vic Whitney, Legal Counsel; Daryl Hennessy, City Administrator;  
Carla Odebralski, Director of Planning and Engineering

**SUBJECT:** Major Commercial Site Plan – United Dairy Farmers, 303 W Granville St.

**DATE:** December 17<sup>th</sup>, 2025

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**Action Being Requested**

The applicant is requesting approval of a major commercial site plan, located at 303 W Granville Street on parcel #41741202001002, as shown in Figure 1. The City of Sunbury process provides for review and recommendation by the Planning and Zoning Commission, with final approval coming from City Council.

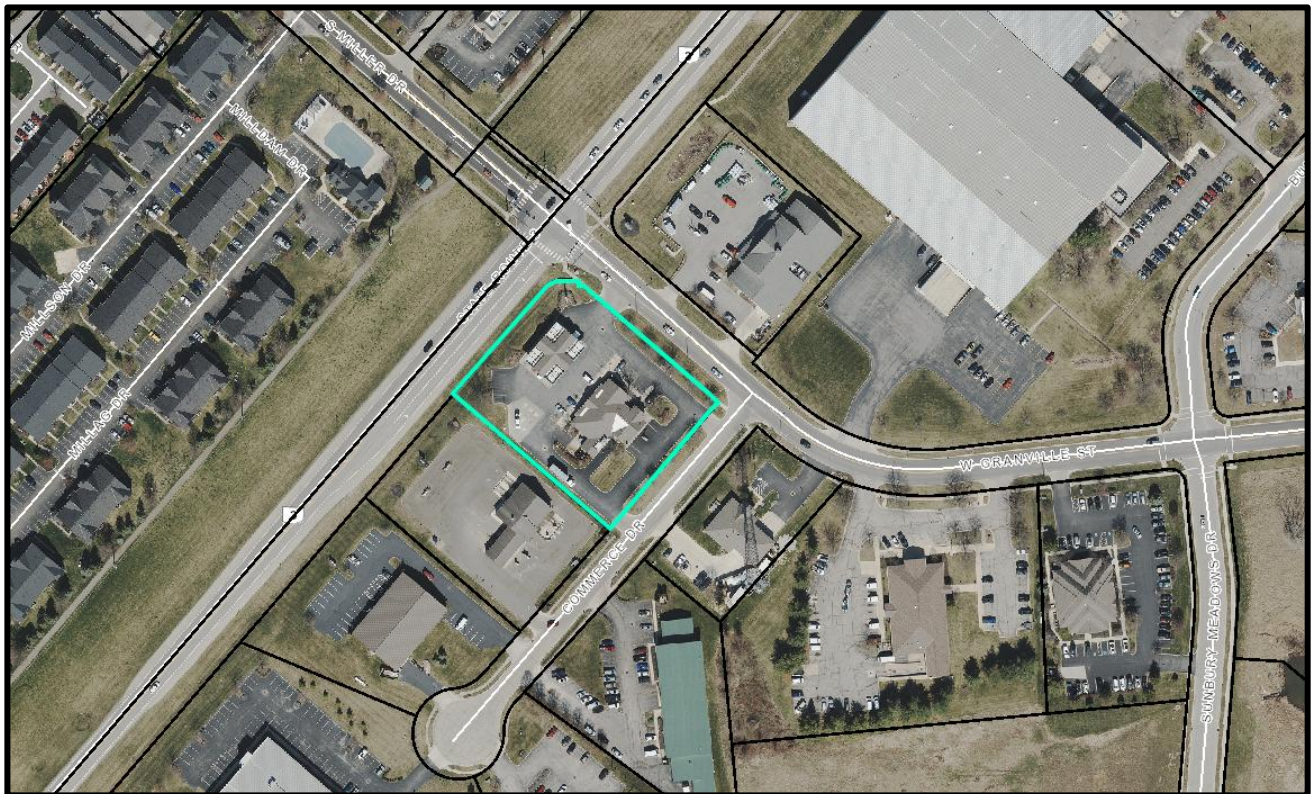


Figure 1: Property Location





## Project Summary

The applicant has applied for the approval of a commercial site plan for the construction of a gas station, to be located at 303 W Granville Street. This parcel is 1.383 acres and is currently zoned Planned Industrial (PID). The parcel's current use will remain the same, being a gas station.

The intention of the applicant is to demolish the existing site and build the commercial site plan that is being proposed. This would update the gas station to the current architectural style and build of the brand (United Dairy Farmers) while keeping the site use and products the same. The proposed site plan includes a 6,579 square foot building that is twenty-four (24) feet tall, six (6) fuel pumps, and thirty (30) parking spaces, two of which are accessible spaces. Additionally, the site plan proposes a new sidewalk connection on the southeast side, connecting the existing dead end along Commerce Drive to the sidewalk along W Granville Street. The site has three (3) access points, the first being a right-in/right-out located off W Granville Street, and the other two being full access points off of Commerce Drive on the southeast side of the site, as shown in the site plan below.

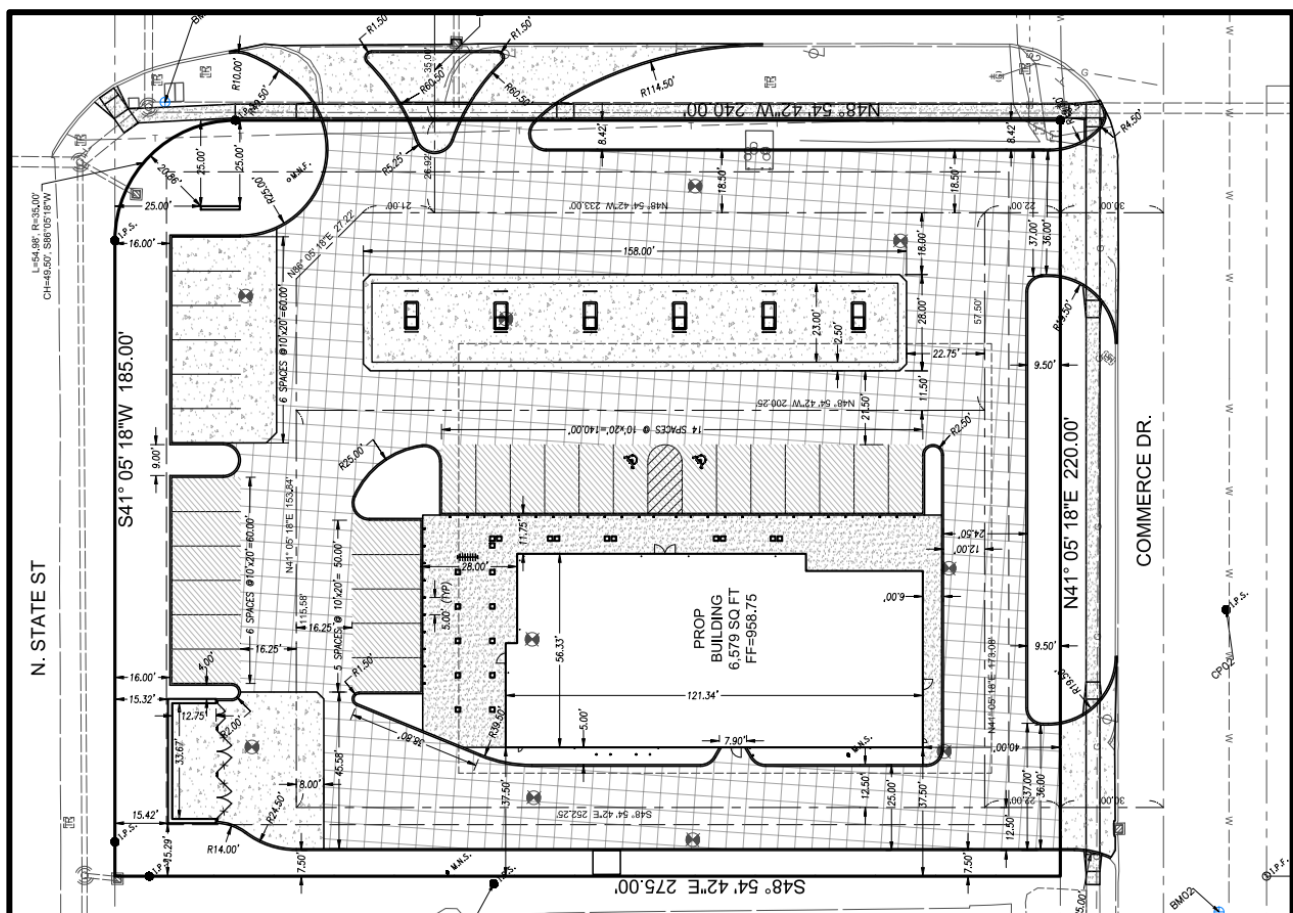


Figure 2: Site Plan





The site includes a dumpster and associated enclosure, which will be located in the southwest corner. The enclosure will use brick veneer and cast stone base panel, as shown in the elevation drawing below.

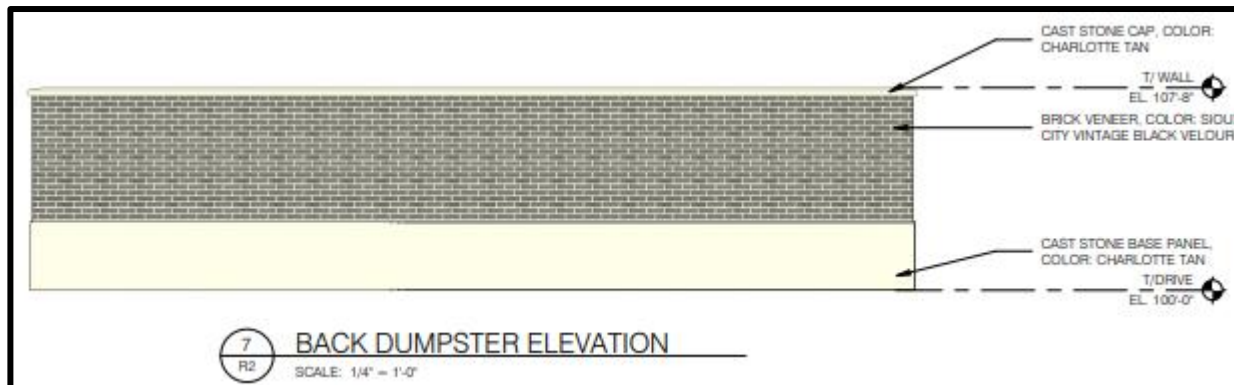


Figure 3: Dumpster Elevation from the West

The brick veneer and the cast stone will be used consistently throughout the project, being in the dumpster enclosure, the building, and the gas pump canopy. In addition, alumaboard will be used on the building and the gas pump canopy in two colors, Colony Maple and Serious Grey, as seen in Figure 4 below.



Figure 4: Front Building Elevation, alumaboard use shown with green arrows

The surrounding parcel uses and zoning districts are as follows:

- Northeast: Ace Hardware, Retail, Planned Commercial District (PCD)
- Northwest: Sunbury Commons / LC, Multi-Family Residential, Planned Residence District (PRD)
- Southeast: Sun Classics Car Wash, Commercial Service, Planned Industrial District (PID)
- Southwest: Delaware County EMS Station 2, Civic Use, Planned Industrial District (PID)

The landscape plan includes landscaping along every side of the site plan, including thirteen (13) trees among other plants in mulched beds along the border of the site and in the parking islands, and includes landscape screening of the dumpster in the southwest corner, as seen below.

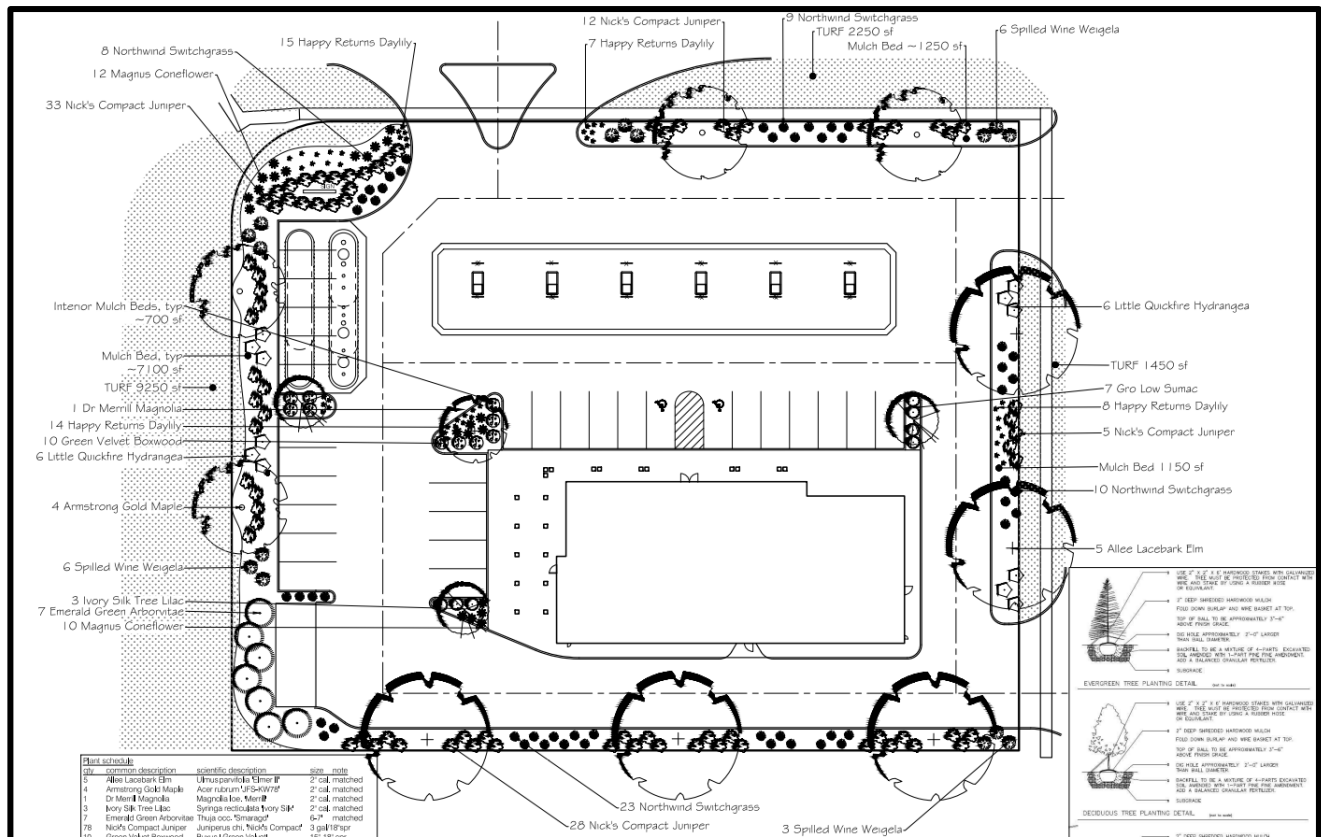


Figure 5: Landscape Plan

## Submittal Documents Provided

The applicant has submitted all necessary items per our zoning ordinances, including:

- Completed application
- Legal description of the property
- Civil drawings of the site and project
- Landscape plan of the site
- Elevations of the proposed building, canopy, and dumpster enclosure
- Photometric plan of the site
- Abutting property owner's list
- Underground storage tank closure procedure letter
- Signage package



## **Staff Comments**

1. This application is for the approval of a major commercial site plan, which the Planning and Zoning Commission can recommend for approval to City Council. City Council will have three (3) readings before voting on this item. This process does not require a public hearing at the Planning Commission or Council level.
2. The site plan complies with most of the setback requirements, with a couple exceptions.
  - a. Our zoning ordinances state that there needs to be an area of 20' for a side yard that cannot be used for accessory buildings, outdoor storage, or parking, and must be paved with a minimum of 8" of firmly packed crushed stone. As this is a Planned District, I looked at the adjacent parcels and other parcels in this district, none of which meet this requirement. I believe that this restriction was removed from the zoning text in the planned development text, but we cannot verify as we were unable to locate the text prior to this meeting.
  - b. There is a requirement for the building to be setback 65' to the adjacent road or street right-of-way. On the southeast side of the site along Commerce Drive, the distance from the proposed building to the right-of-way of the adjacent road is around 55'. There is one other example of a building setback being less than 65' on Commerce Drive, which is the EMS Station, shown below with a setback of about 50'.

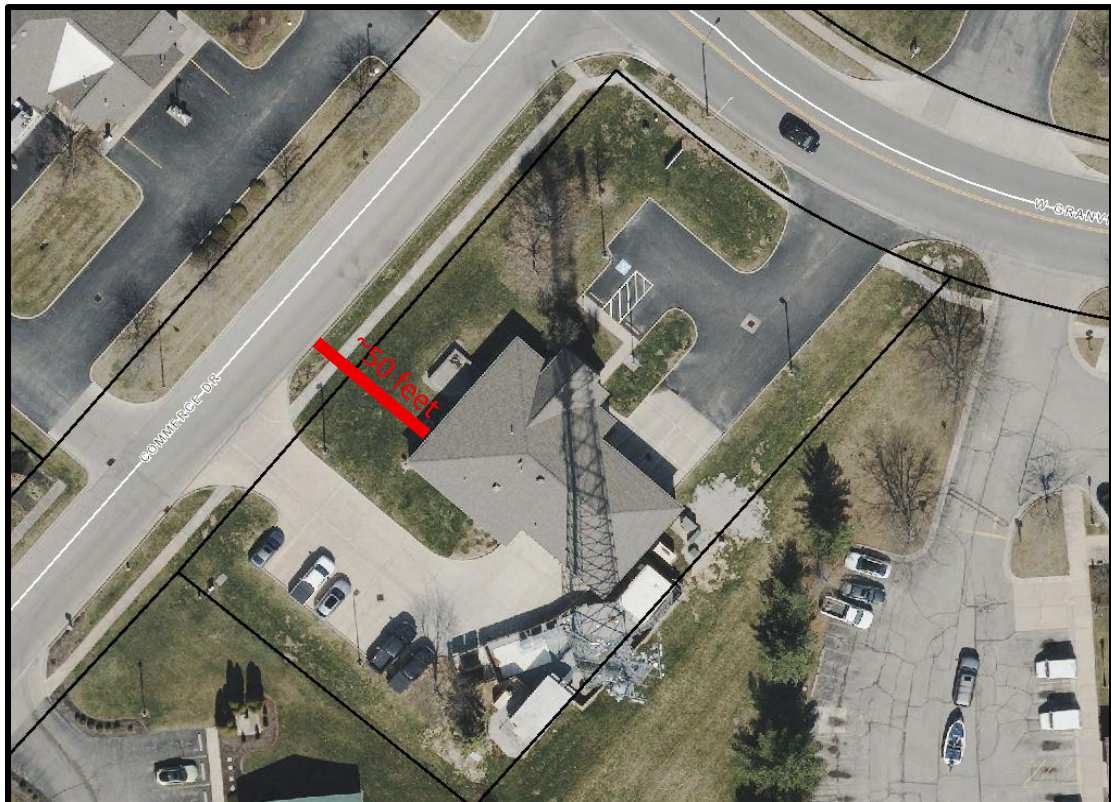


Figure 6: Distance between the street/road right-of-way and EMS Station 2





3. The building materials used in the site plan appear to comply with those required in our zoning code. The architectural considerations section of our zoning code states the following:
  - a. “Exterior walls shall utilize natural materials on the sides facing a public street, visible from a public street, visible from a residential district for all Industrial Districts... Acceptable natural materials include brick, wood, stone, cultured stone, architectural grade concrete block (i.e., split-face block), stucco, and efis or cementitious siding.”  
The site plan uses brick and stone throughout, but also includes alumaboard, which is not a natural material, but is typically considered a high-quality architectural material.
4. The site plan complies with our screening requirements. The dumpster screening is required to be a minimum 6’ wall, fence, or shrubbery, and the plan shows both a 7’- 8” wall surrounding the dumpster and arborvitaes and switchgrass screening the wall itself from State Route 3. In addition, the off-street parking is screened from all public streets per the landscape plan.
5. Using the following calculations, the total required parking spaces for this site would be thirty-six (36) plus the number of employees. The site plan shows thirty (30) spaces, which would not meet the minimum requirement.
  - a. Gas Stations: One (1) parking space per two (2) gas pumps, plus one (1) per employee
    - i. Six (6) pumps = 3 parking spaces
  - b. Retail Establishments: One (1) space per 200 square feet
    - i. 6,579 square feet = 33 parking spaces
6. Comprehensive Plan
  - a. The 2016 Sunbury Comprehensive Plan does not directly talk about this parcel or those around it. As this is the same use that existed when the plan was approved, and there are no recommendations for this area in the plan, I believe that the new site plan would be consistent with the 2016 Sunbury Comprehensive Plan.
7. On driveways and parking lot access roads, our zoning code states the following:
  - a. “Driveway and access road locations shall be approved by the City Engineer to ensure a suitable distance is provided from adjacent public streets and other driveways.”  
With this, the right-in/right-out access off W Granville Street would be subject to engineering review per code, which would allow approval contingent on our engineering review of this access point.
8. Staff would recommend this commercial site plan for approval contingent on final engineering and stormwater. This site plan remains consistent with what currently exists on the parcel, while improving architectural quality and appearance, landscaping, pedestrian connectivity, and site arrangement.





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## **Applicable Zoning Language**

### **[Section S81.15.13 PLANNED INDUSTRIAL DISTRICT \(PID\)](#)**

#### **[Section S81.15.12 INDUSTRIAL DISTRICT \(I\)](#)** (where applicable)

- 5. DEVELOPMENT STANDARDS
  - d) Building Set Back - Except for state and federal highways in this district, no building shall be closer than 65' to right of way line of adjacent street or road. In addition, there must be an allowance for green space to extend a minimum of 25' from right of way line of the adjacent street or road. For properties fronting on a state or federal highway in this district no building shall be closer than 100' to the right of way line of the adjacent state or federal highway. In addition, there must be an allowance for a green space to extend a minimum of 35' from right of way line of the adjacent state or federal highway.
  - e) Side yards - There shall be one side yard of the main building constructed in this district of not less than 20'. No accessory building, outdoor storage or parking shall be permitted in this area. This area shall be paved with a minimum of 8" of firmly packed crushed stone.
  - f) Rear yards - No building shall be located closer than 30' to the rear line of any building lot.

#### **[Section S81.16.01 DEVELOPMENT STANDARDS](#)**

- 2. DESIGN STANDARDS FOR OFF-STREET PARKING
  - c) Driveways and Parking Lot Access Roads
    - 3) All driveways and access roads shall be located and the adjoining lots graded so that vehicular traffic entering a public road has an unobstructed sight distance of at least three hundred (300) feet. A site distance analysis shall be performed at the request of the City Engineer.
  - f) Screening
    - 1) b) Screening for off-street parking on commercial and industrial areas that are adjacent to or visible from a public street shall be provided with shrubs, berms or walls having a minimum height of three (3) feet. Such landscaping and/or screening shall be located parallel to and within five (5) feet of the edge of the parking lot. Hedges and other landscape screening materials cannot exceed four (4) feet in height. The landscape border may be broken for necessary walkways, driveways, and sight distance areas.
- 3. SPECIFIC OFF-STREET PARKING REQUIREMENTS
  - 4) Retail and Service Uses
    - a) Retail and Service Establishment: 1 space per 200 square feet of floor area
  - 5) Automotive Uses
    - a) Gasoline Stations: 1 space for every 2 pumps, plus 1 space per employee



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○ 23. ARCHITECTURAL REVIEW

○ B. Architectural Considerations

▪ 2. Industrial and Commercial

- c.) Building Materials- Exterior walls shall utilize natural materials on the sides facing a public street, visible from a public street, visible from a residential district for all Industrial Districts. All exterior walls of a building in any commercial district shall utilize natural materials. Acceptable natural materials include brick, wood, stone, cultured stone, architectural grade concrete block (i.e., split-face block), stucco, and efis or cementitious siding. No standard concrete block (split face block not prohibited) shall be permitted on the elevation facing a public street.