

1. Agenda

Documents:

[2026.01.07 COUNCIL AGENDA.PDF](#)

2. Minutes - December 17, 2025

Documents:

[2025.12.17 COUNCIL MINUTES.PDF](#)

3. City Manager Report - January 7, 2026

Documents:

[MANAGER REPORT \(01.07.26\).PDF](#)

4. Engineer Report (1-7-26)

Documents:

[ENGINEERS REPORT \(01.07.26\).PDF](#)

5. Resolution No. 2025.30 School Travel Plan

Documents:

[RES NO. 2025.30 - SCHOOL TRAVEL PLAN APPLICATION - DATA REQUEST
MEMO - SUNBURY.PDF](#)
[RES NO. 2025.30 SCHOOL TRAVEL PLAN GRANT APPLICATION.PDF](#)

6. Resolution No. 2026.01 3B's And K Road Maintenance Agreement

Documents:

[RES NO. 2026.01 - EXHIBIT 3BS AND K ROAD MAINTENANCE
AGREEMENT.PDF](#)

7. Resolution No. 2026.02 Adoption Of Cybersecurity Policy

Documents:

[RES NO. 2026.02 ADOPTION OF CYBERSECURITY POLICY.PDF](#)

8. Ordinance 2025.36 Authorizing The City Administrator To Execute A Tax Increment Financing Reimbursement Agreement With Sunbury Development LLC

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](#)

9. Ordinance No. 2025.38 The Meadows At Sunbury Apartments Landscaping

Documents:

[ORD NO. 2025.38 AMENDING THE SOUTHERN BOUNDARY LANDSCAPE SCREENING PLAN.PDF](#)
[MEADOWS AT SUNBURY AMENDMENT - COUNCIL.PDF](#)
[MEADOWS AT SUNBURY APARTMENTS - SITE PLAN 9.2025.PDF](#)
[MEADOWS AT SUNBURY PUBLIC NOTICE - COUNCIL.PDF](#)
[UPDATED SOUTHERN BORDER LANDSCAPE PLAN - MEADOWS AT SUNBURY APARTMENTS \(2\).PDF](#)
[MEADOWS AT SUNBURY APARTMENTS LANDSCAPE UPDATE PHOTOS.PDF](#)

10. Ordinance No. 2026.03 Awarding The Contract For JR Smith Park

Documents:

[ORD NO. 2026.03 - EXHIBIT JR SMITH PARK - VERDANTAS RECOMMENDATION.PDF](#)

11. Ordinance 2026.04 Approving UDF Commercial Site Plan

Documents:

[APPLICATION - UDF, MAJOR COMMERCIAL SITE PLAN \(1\).PDF](#)
[ELEVATIONS - UDF, MAJOR COMMERCIAL SITE PLAN.PDF](#)
[LANDSCAPE PLAN - UDF, MAJOR COMMERCIAL SITE PLAN.PDF](#)
[STAFF REPORT - UDF, 303 W GRANVILLE STREET.PDF](#)

12. 2026 Council Rules

Documents:

[2026 COUNCIL RULES - REDLINE.PDF](#)

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

SILENT PRAYER & PLEDGE OF ALLEGIANCE

Oaths of Office – Administered by Mayor Joe St. John

- Damin Cappel, City Council
- Nancy Crawford, City Council
- Tim Gose, City Council
- John Grumney, City Council
- Marc Long, City Council (partial term ending December 31, 2027)

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:

- December 17, 2025 Meeting Minutes

VISITORS

COMMITTEE REPORTS

POLICE REPORT

ADMINISTRATOR’S REPORT

ENGINEER’S REPORT

RESOLUTIONS

Third Readings

Second 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

First 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 US36/3R37 TO CHESHIRE ROAD

RESOLUTION 2026.02

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

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

ORDINANCES

Third Readings

ORDINANCE NO. 2025.36

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

Second Readings

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.

First Readings

ORDINANCE NO. 2026.03

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

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.

NEW / UNFINISHED BUSINESS

- City Council Rules for 2026
- City Council and Public Board Appointments
 - i. Executive Session per ORC 121.22(G)(1) – to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public official or employee.
- Return to public session and consider appointments.
 - i. Selection of City Council President
 - ii. Board of Zoning Appeals – Appointment
 - iii. New Community Authority - Appointments

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

ADJOURNMENT

- Regular Meeting – January 21, 2026 at 7:30 pm

**City of Sunbury
Regular Council Minutes
December 17, 2025**

Mayor Joe St. John opened the Sunbury City Council (“Council”) meeting at 7:30 p.m., December 17, 2025, with a moment of silent prayer and then the Pledge of Allegiance.

ROLL CALL

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

MINUTES

Motion by **Cooper** and seconded by **Martin** to approve the December 3, 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

Mr. Grumney stated that the Finance Committee met this evening, where Ms. Steffan reviewed several key items, including the 2026 budget and upcoming capital projects. The committee also discussed the third reading of the wage and salary ordinance. He also mentioned that the cybersecurity program is expected to be completed in January 2026. The meeting concluded with a review of year-to-date financial reports, including revenues, expenses, the check register, and tax collections.

Mr. Martin highlighted the Fire Department Employee Appreciation Banquet, noting that everyone had a tremendous time and that the event had a wonderful family atmosphere. He also reported that the regular Fire Board meeting went smoothly, with finances in good shape and the board managing business very effectively. The second building remains on track to open in March 2026, with the Fire Chief and Assistant Fire Chief closely overseeing the contractors to ensure the project stays on schedule. Mr. Gose stated that there was a special Fire Board meeting that was held earlier in the month, but it immediately went into executive session.

POLICE REPORT

Deputy Police Chief Wade reported that recent Christmas party received overwhelmingly positive feedback. He highlighted community engagement efforts, including Officer Belcher’s participation in the “Shop with a Cop” program, as well as officers’ involvement in Operation Santa’s Sleigh at Nationwide Children’s Hospital. On the training front, Sergeant Meade is enrolled in the upcoming leadership development class, following the recent completion of the program by Sergeant Meacham and Sergeant Holden. Once completed, all three sergeants will have participated in this important leadership training.

ADMINISTRATOR’S REPORT

Mr. Hennessy thanked everyone who assisted with Christmas on the Square, noting that it was a safe and successful event. Regarding snow and ice management, he noted that the recent storm was the most significant to date, and while the team learned lessons for future events, communication with residents about parking could have been improved. Mr. Hennessy also highlighted that the Services team is now maintaining 76 lane miles of roadway, up from the previous estimate of 60 miles. He concluded by thanking the team for their hard work and welcoming any suggestions for further improvements.

ENGINEER’S REPORT

Ms. Odebralski reported that the long-awaited bid opening for J.R. Smith Park was held on December 12th with three bidders, and the low bid of \$3.57 million came in remarkably close to the engineer’s estimate of

**City of Sunbury
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December 17, 2025**

just over \$3.55 million. All bids, including base and alternate bids, were reviewed for accuracy, and Verdantas, the design team, will provide a recommendation to award the contract, which is planned to go before council in January 2026. She also noted that winter weather has delayed some projects, including the corner parking lot, with completion and striping dependent on favorable conditions. Additionally, the Delco Water Company's waterline project on Cherry Street has been delayed for three to four weeks, with installation and service expected to be completed by the end of January 2026.

RESOLUTIONS

RESOLUTION NO. 2025.28

RESOLUTION ACCEPTING THE ROADWAY SAFETY ACTION PLAN: SAFE STREETS AND ROADS FOR ALL PRESENTED BY VERDANTAS AND DIRECTING CITY STAFF TO WORK TOWARD IMPLEMENTING THE PLAN

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

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 first reading of the Resolution.

ORDINANCES

ORDINANCE NO. 2025.35

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT A RIGHT OF WAY EASEMENT FROM SUNBURY DEVELOPMENT LLC TO THE CITY OF SUNBURY AND DECLARING AN EMERGENCY

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

Motion on the Ordinance by **Grumney**, seconded by **Drayer**, upon roll approved 7-0.

ORDINANCE 2026.01

AN ORDINANCE TO APPROVE EXPENSES AND OTHER EXPENDITURES OF THE CITY OF SUNBURY, DELAWARE COUNTY, STATE OF OHIO, DURING THE FISCAL YEAR BEGINNING JANUARY 1, 2026 AND ENDING DECEMBER 31, 2026

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

ORDINANCE NO. 2026.02

AN ORDINANCE ADOPTING WAGE AND SALARY STRUCTURES FOR THE CITY OF SUNBURY FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026

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

**City of Sunbury
Regular Council Minutes
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ORDINANCE NO. 2025.36

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

Council conducted the second reading of the Ordinance.

ORDINANCE NO. 2025.37

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.

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

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

Motion on the Ordinance by **Cooper**, seconded by **St. John**, 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.

Council conducted the second reading of the Ordinance.

NEW / UNFINISHED BUSINESS

Motion by **St. John** to appoint Alyssa Graziano as an alternate Clerk of Council, seconded by **Martin**, upon roll approved 7-0

Motion by **Cooper** to approve the Special Event Permit Policy and Rental Policy, seconded by **Cappel**, upon roll approved 7-0.

Motion by **St. John** to cancel the December 31, 2025, council meeting, seconded by **Gose**, upon roll approved 6-1 (Drayer no).

Mayor St. John read a proclamation declaring December 17, 2025, Dave Martin Appreciation Day in Sunbury, Ohio. He highlighted Mr. Martin's extensive dedication to the residents of Sunbury and the surrounding area through his decades long career in public service, community involvement, and civic leadership. Mayor St. John then presented Mr. Martin the key to the city and thanked him for his support of our community.

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

**City of Sunbury
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Motion by **St. John** to reconvene in public session, seconded by **Grumney**, upon roll approved 7-0.

Motion by **St. John** to appoint Marc Long to City Council to fill the remainder of Molly Drayer's term ending December 31, 2027, seconded by **Cooper**, upon roll approved 6-0-1.

Motion by **St. John** to appoint Shannon Stark to the Planning and Zoning Commission, Keith Palma to the Planning and Zoning Commission, Kurt Shrewsbury to the Board of Zoning Appeals, Barry Bennett to the Board of Zoning Appeals, Jody Grieger to the Joint Recreation District, and Amy Berger to the Personnel Board of Appeals, seconded by **Cooper**, upon roll approved 7-0.

ADJOURNMENT

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

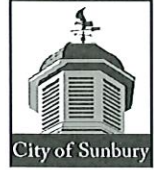
Joseph St. John, Mayor

ATTEST:

Alyssa Graziano, Clerk of Council

City of Sunbury

9 E Granville Street P.O. Box 508
Sunbury, Ohio 43074
Ph. (740) 965-2684
www.sunburyohio.org



MEMORANDUM TO THE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: Daryl Hennessy
City Manager

SUBJECT: City Manager Report

DATE: January 7, 2026

ADMINISTRATION

Request for Proposals (RFP). City staff are finalizing two RFPs for public release later this month. The City will be seeking qualified professionals interested in providing advocacy and photo/video production services. The RFPs anticipate the option of selecting multiple individuals/firms to provide such professional services based on the qualifications of the proposers and the City's needs.

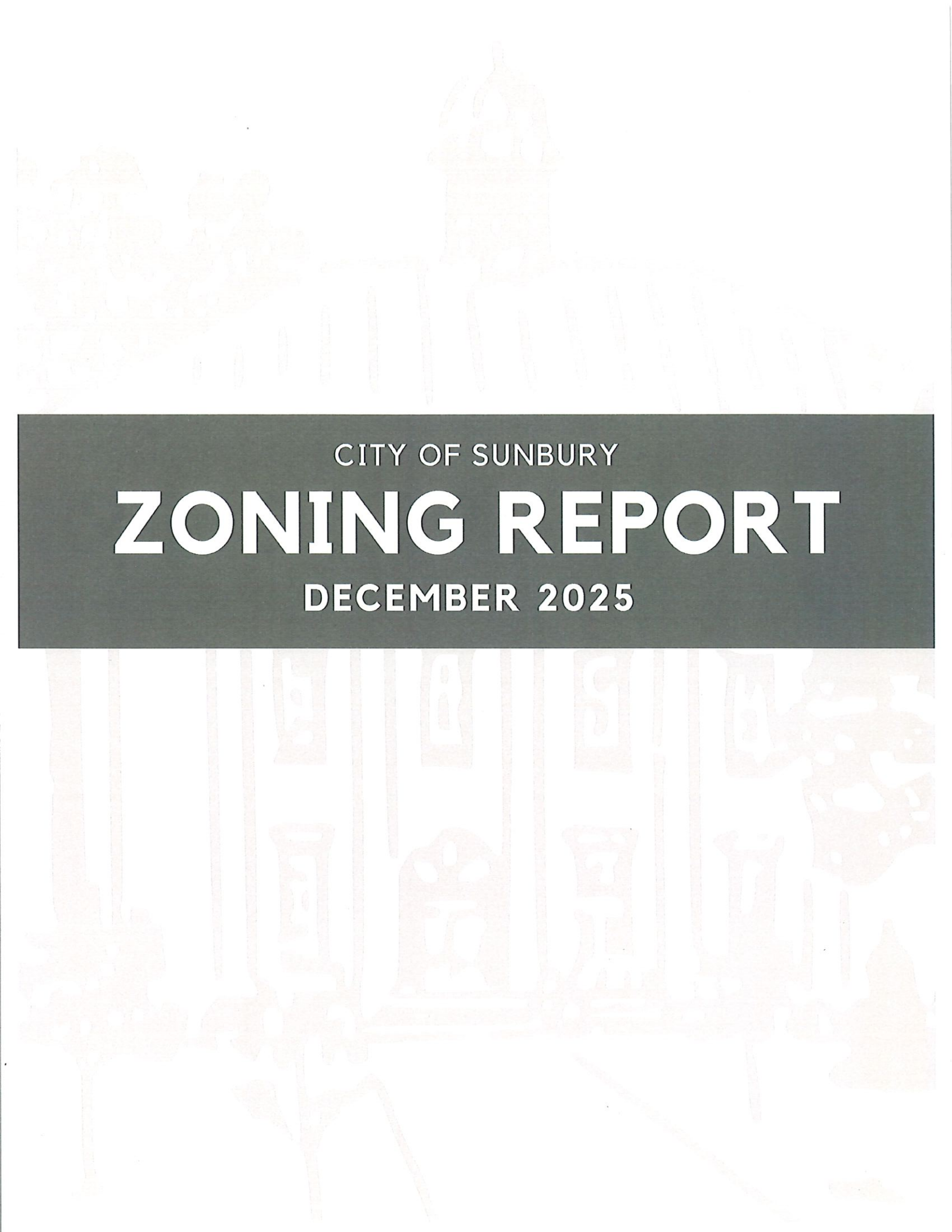
Municipal Building Renovations. Progress continues to be made on renovations to the lower level of the municipal building. Sewer repairs and unanticipated building permit requirements have delayed the project completion by approximately one month. Substantial completion is now expected to be January 31, 2026.

COMMUNITY AND ECONOMIC DEVELOPMENT

2025 Zoning Report. Attached are select pages from the final zoning report for 2025. A total of 124 zoning certificates were issued for 271 new housing units. Nearly 43.2% of certificates were issued for new single family housing (117 units) with the remaining 154 units attributed to the Northport Place development near Africa Road.

Eastern Delaware County Joint Recreation District. The total number of responses to the initial community center survey is now up to nearly 1,400 after a surge of responses were received over the holiday break. Pizzuti Solutions is planning to host another community meeting in mid-February to summarize the results of the initial community survey and conduct an interactive session focused on community center programming and site location criteria. Broader promotion of the community meeting will begin after confirming location details and further discussion with the JRD Board.

Attachment



CITY OF SUNBURY

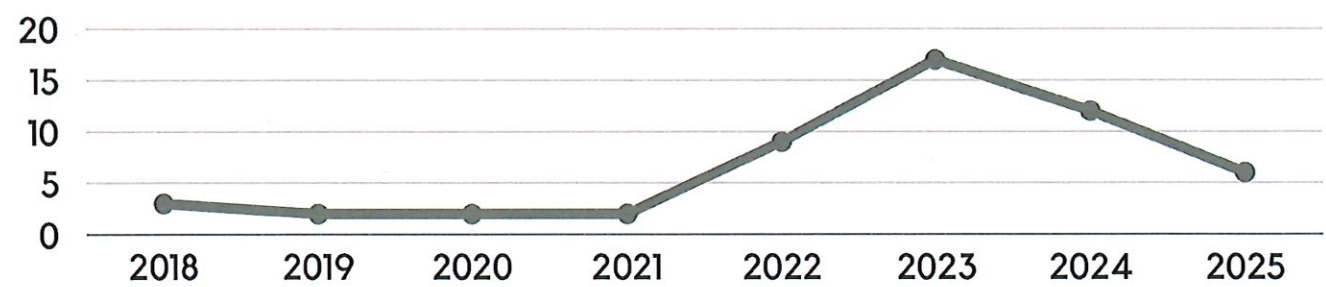
ZONING REPORT

DECEMBER 2025

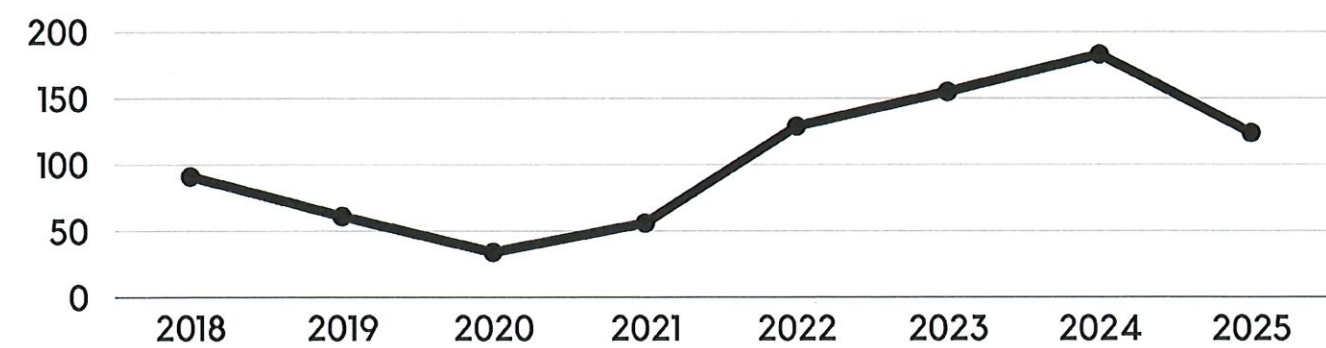
NEW BUILDS, HISTORICAL TRENDS

MONTH	YEAR							
	2018	2019	2020	2021	2022	2023	2024	2025
JANUARY	4	3	4	5	5	6	5	12
FEBRUARY	11	10	0	7	8	15	14	10
MARCH	6	5	5	3	5	14	25	8
APRIL	13	9	5	2	3	15	15	11
MAY	11	9	3	8	12	10	16	11
JUNE	7	7	0	7	12	11	22	9
JULY	7	3	4	5	6	35	7	23
AUGUST	12	7	3	2	23	12	27	5
SEPTEMBER	5	3	3	6	18	2	16	7
OCTOBER	6	1	4	5	13	6	14	5
NOVEMBER	6	2	1	4	15	12	10	17
DECEMBER	3	2	2	2	9	17	12	6
TO DATE	91	61	34	56	129	155	183	124
TOTAL	91	61	34	56	129	155	183	124

● New Build Permits in December



● New Build Permits January - December



SUBDIVISION BUILDOUT

SUBDIVISION	ZONING CERTIFICATE (PERMITTED TO BUILD)	OCCUPANCY CERTIFICATE (PERMITTED TO OCCUPY)
ROLLING HILLS	99% 148/150 UNITS	99% 148/150 UNITS
PRICE PONDS	57% 190/336 UNITS	51% 171/336 UNITS
MAGNOLIA PARK	97% 36/37 UNITS	65% 24/37 UNITS
EAGLE CREEK	41% 94/232 UNITS	22% 51/232 UNITS
RAVINES AT MEADOW	42% 312/744 UNITS	42% 312/744 UNITS
MEADOWS AT SUNBURY APT	100% 120/120 UNITS	25% 30/120 UNITS
NORTHPORT PLACE	100% 154/154 UNITS	0% 0/154 UNITS
EAGLE CREEK HIGHLANDS	0% 0/239 UNITS	0% 0/239 UNITS
KINTNER CROSSING	0% 0/188 UNITS	0% 0/188 UNITS
WOODLAND LAKE	0% 0/451 UNITS	0% 0/451 UNITS

UNITS IN DEVELOPMENT

	December 2025	Year to Date
Single Family	6	117
Multi-Family	0	154
Total	6	271

MEMORANDUM TO THE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: Carla Odebralski, P.E.
SUBJECT: City Engineer's Report for Planning and Engineering
DATE: January 7, 2026

CONSTRUCTION

Wastewater Treatment Plant Expansion: On-going.

2025 Columbus Street Parking Lot: The parking lot is nearly complete. Striping, landscape/seeding & mulching, capstones on brick structures, and signs are still needed.

Council Action:

- None

DESIGN UPDATES

E. Granville Street Widening Project: On-going. Final design contract to commence detailed descriptions of right-of-way impacts and utility conflict outreach. Design plan submittals at 30% and have been given to both ODOT and the City for review. Applications are due in March for HSIP Formal Safety Funds.

Council Action with Tentative Dates:

- None

JR Smith Park Improvements: The bid opening was December 12, 2025 at 10am at the Municipal Building with three contractors submitting. The apparent low bid is \$3.575M for the base bid and alternate total. The Engineer's estimate was \$3.556M. Final bid tabulations are being verified for award recommendation. The project plan includes a splash pad, pavilion, trail, basketball/pickleball court, improved parking lot etc. Construction could start as early as next month (February)! Attended a brief virtual meeting with 2K General contractors to discuss the project and timeline.

Council Action:

- First Reading – Construction Contract Award

Council Action:

- None

OTHER ITEMS

- New traffic configuration on Cherry Street at Miller Drive – new green/yellow turn arrows.
- Continuing Leadership Delaware this year
- Past-President board member for Central Ohio American Public Works Association

Data Request Memo

RE: ODOT Safe Routes to School Funding Application

To: City of Sunbury / Big Walnut Local Schools

From: Carpenter Marty Transportation

Date: January 6, 2026

Carpenter Marty Transportation (CM) will assist the City of Sunbury with a funding application to develop a School Travel Plan (STP) through ODOT's Safe Routes to School program. The below requested information is necessary to complete the application process. Please complete the below form with as much detail as possible. A complete and robust application will increase the chances of funding being rewarded. CM has provided example text in red. Please review and refine the text as needed.

Attachments Needed

- Letters of Support from all of the following: regional planning organization, the local jurisdiction, and school district.
 - CM has already reached out to MORPC (regional planning organization) on behalf of the City.
 - We will need a letter of support from the school district as well as the City.
- Copy of proposed Ordinance (attached to the accompanying email). Original will be required if selected.
- Provide student address data (no names) for all students at each of the target schools. An example spreadsheet to input this information has been provided. Let us know if you want us to take the lead in contacting the schools.

Applicant Information

Applicant (name of agency or organization applying)	City of Sunbury
ODOT District	6
County	Delaware
Primary Contact	Gina Balsamo
Email	gbalsamo@cmtran.com
Phone	614.656.2429
Address	6612 Singletree Drive Columbus, OH 43229
Metropolitan Planning Organization (MPO) or Regional Transportation Planning Organization (RTPO), if applicable	MORPC

Project Information

School District	Sunbury
List who will be the local leader(s) in the STP development process (name, organization, title)	Ryan McLane, Big Walnut School District, Superintendent; James Hall, Big Walnut School District, Facilities Manager; Carla Odebralski, City of Sunbury, Director of Planning & Engineering; Joe St. John, City of Sunbury, Mayor
Are you developing a new plan or doing an update?	New Plan
Select the type of assistance you are seeking	Reimbursement for hiring a locally selected party (through quality based selection)

Describe the schools you seek to develop an STP for (name, location, number of students)
<i>Big Walnut High School</i> 713 Miller Drive, Sunbury, OH 43074 XXX students <i>Big Walnut Middle School</i> 555 S Old 3C Road Sunbury, OH 43074 XXX students <i>Big Walnut Intermediate School</i> 777 Cheshire Road Sunbury, OH 43074 XXX students <i>Big Walnut Elementary School</i> 940 S Old 3C Road Sunbury, OH 43074 XXX students <i>General Rosecrans Elementary School</i> 301 S Miller Drive Sunbury, OH 43074 XXX students <i>Hylan Souders Elementary School</i> 4121 Miller-Paul Road Galena, OH 43021 XXX students <i>Prairie Run Elementary School</i> 701 North Miller Drive Sunbury, OH 43074 XXX students <i>Early Learning Center at Harrison Street</i> 70 Harrison Street Sunbury, OH 43074 XXX Students

How will developing an STP help you address gaps or opportunities for student connectivity to school?

NOTE: Identify gaps in existing infrastructure with a focus on school travel. Mention that having an STP in place will help with future planning for infrastructure, programs, and policy improvements.

The City of Sunbury and Big Walnut School District are strongly committed to expanding safe and accessible walking and bicycling options for students and their families. Despite this shared commitment, the community continues to face significant infrastructure and safety challenges that limit families' ability to choose active transportation over personal vehicles.

The Big Walnut School District spans 109 square miles and includes eight school buildings. Although the District provides busing, substantial opportunities exist to increase safe walking and biking access for K-12 students. Many households are located within a reasonable distance of school facilities. However, parents may hesitate to allow their kids to walk or bike to school due to concerns around speeding traffic, inadequate crossings, and gaps in the sidewalk network.

The development of a new STP will enable the City and District to systematically identify and prioritize critical infrastructure needs. This includes addressing sidewalk gaps; high-risk corridors; insufficient crossing infrastructure and missing curb ramps; and areas where visibility or signage is insufficient. The STP will also generate the data and analytical framework necessary to pursue external funding for projects that enhance student connectivity and safety.

By creating a data-driven, community-supported STP, Sunbury will be well positioned to apply for Safe Routes to School (SRTS) infrastructure grants and related funding programs. The plan will also guide non-infrastructure strategies such as safety education, strategic crossing-guard deployment, and policies that encourage active travel. Ultimately, the STP will serve as a foundational tool for coordinated infrastructure investment, programming, and policy improvements that ensure that walking and biking to school becomes a safe, convenient, and viable option for all students.

Are there any existing safety concerns for students walking or biking to school?

NOTE: Describe existing issues/concerns with current school travel. What have you heard from parents/caregivers or staff? Do most students currently travel via bus or car? Have there been any specific incidents (e.g. crashes, near-misses) which can be addressed in an STP?

In the past 10 years (Jan 2015 – Dec 2024), there have been seven pedestrian and bicycle crashes, one of which resulted in a fatality and four having minor injuries. All were within a mile of at least one of the local school buildings.

Describe why your community needs assistance in order to develop a School Travel Plan.

NOTE: Focus on possible staff, expertise, and/or funding limitations.

Big Walnut School District has never had an STP. A formal STP process would help the City and District evaluate current network conditions, travel behavior, and community priorities; and create an implementation plan of proven countermeasure that reflects current safety needs for all schools within the District.

The City and School District have limited staff capacity and lack the specialized expertise needed to develop a robust, data-driven plan that meets ODOT's technical requirements. Sunbury does not have dedicated transportation planning or data analysis staff, and the City's Planning Department is primarily focused on land use planning, zoning, and compliance.

Assistance from ODOT and its planning consultants is essential to:

- *Conduct accurate data collection, such as student travel tallies, parent surveys, and walk/bike audits.*
- *Provide technical analysis of pedestrian and traffic safety conditions near each school.*
- *Develop evidence-based countermeasures tailored to the unique urban context of Sunbury.*
- *Ensure alignment with ODOT SRTS standards and eligibility for future funding opportunities.*

In short, the City and School District have the commitment and local leadership to support a comprehensive plan but need state-level expertise and resources to create one that is technically sound and actionable. ODOT's assistance will allow Sunbury to build a strong, implementable STP that reflects the community's long-term vision for safe, connected, and equitable school travel.

What percent of students are economically disadvantaged?

NOTE: This information can be obtained via online resources. However, if the school district has additional information that can be provided (e.g. number of students who receive free lunches), that will be beneficial for the application.

According to the Ohio Department of Education's most recent District Report Card (2024), approximately 18% of students in Big Walnut School District are classified as economically disadvantaged.

Describe any Safe Routes to School related activities that have occurred in your community over the past year.

NOTE: If applicable. Examples include walk/bike to school days, roadway safety education programs, driver education programs. These can be school or City examples.

Briefly describe the main partners you will be engaging to develop and implement your STP and their potential roles.

NOTE: Think about who would be included in the stakeholder group and those who will be champions of the plan. Examples include teachers/staff, City staff, school principals, parents/caregivers, neighborhood groups, emergency services (police and fire), City Council or Planning Commission representatives, local business leaders, etc.

The Sunbury STP will be developed through a multi-agency partnership that reflects a strong local coalition of leadership, technical expertise, and community engagement:

- *Ryan McLane, Superintendent, Big Walnut School District– District liaison and coordinator for student travel data and parent communication.*
- *James Hall, Facilities Manager, Big Walnut School District – Oversees facility and operations coordination*
- *Carla Odebralski, City of Sunbury, Director of Planning & Engineering/City Engineer - Leads city infrastructure coordination, including engineering input*
- *Joe St. John, Mayor, City of Sunbury – Provides executive oversight, ensures alignment with citywide infrastructure and policy goals.*
- *Sunbury Police Department – Advises on crossing guard placement, traffic enforcement, and school-zone safety.*
- *Parent-Teacher Organizations and Community Advocates – Provide firsthand input on travel challenges and help build community support.*

This team combines municipal leadership, school administration, and community representation, ensuring that the resulting plan will be both actionable and widely supported.

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

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", the Berkshire Township Board of Trustees ("Berkshire") and the City of Sunbury ("Sunbury"), 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(ies) 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 defined in Section 3.2, 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 for cause, and upon such renewal date the Party's responsibilities under this Agreement shall be suspended or terminated as set forth in the Notice. This Agreement shall continue to be in full force and effect upon a minimum of two remaining Parties except within context under which the terms and conditions of this Agreement foreclose.
- 12. NOTICE.** Notices required under this Agreement shall be transmitted in writing to all mailing addresses listed below:
 - a. City of Sunbury:**
City Administrator
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

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:

_____, City Attorney

EXHIBIT A

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

RESOLUTION 2026.02

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

WHEREAS, the Ohio General Assembly enacted House Bill 96, establishing Section 9.64 of the Ohio Revised Code, which requires each political subdivision to adopt a cybersecurity program designed to safeguard its data, information technology systems, and related resources, ensuring their confidentiality, integrity, and availability; and

WHEREAS, Section 9.64 mandates that such a cybersecurity program be consistent with generally accepted cybersecurity standards and best practices, including those developed by the National Institute of Security and Technology (NIST) and the Center for Internet Security (CIS); and

WHEREAS, Section 9.64(B) further provides that, in the event of a ransomware incident, a political subdivision shall not pay or otherwise comply with a ransom demand unless formally authorized by its legislative authority through passage of a resolution or ordinance, which must specifically state why the payment or compliance is in the best interest of the political subdivision; and

WHEREAS, the City of Sunbury recognizes the importance of maintaining effective cybersecurity measures to protect City operations, data, and public trust.

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 adopts and approves the city's cybersecurity program in accordance with the requirements of Ohio Revised Code Section 9.64, ensuring alignment with National Institute of Standards and Technology (NIST) and the Center for Internet Security (CIS) best practices and authorizes the city manager to designate a program administrator.

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 2026.02

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

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

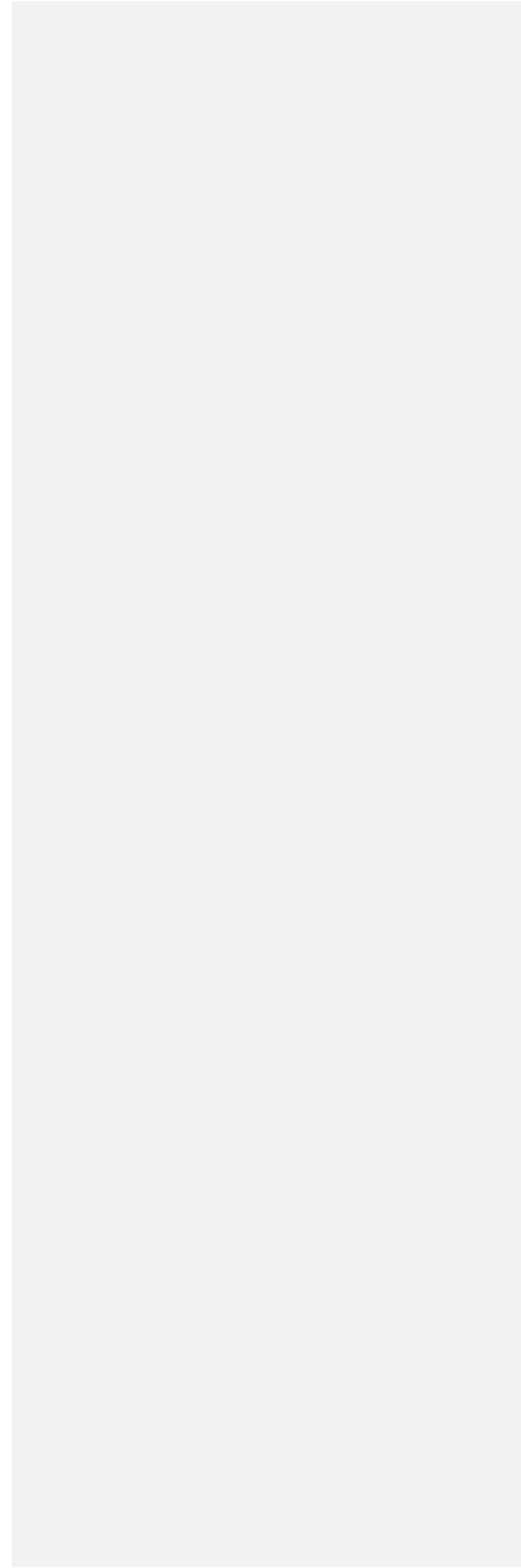
COST OF THE KINTNER PARKWAY EXTENSION
[Attached]

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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
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]

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
				Total	\$ 284,020.17

Memo

Date	July 21, 2025
From	Ashley Fowler
Subject	Newman Roofing Cost Estimate

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

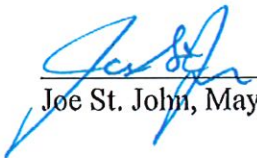
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PASSED: December 1, 2021


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

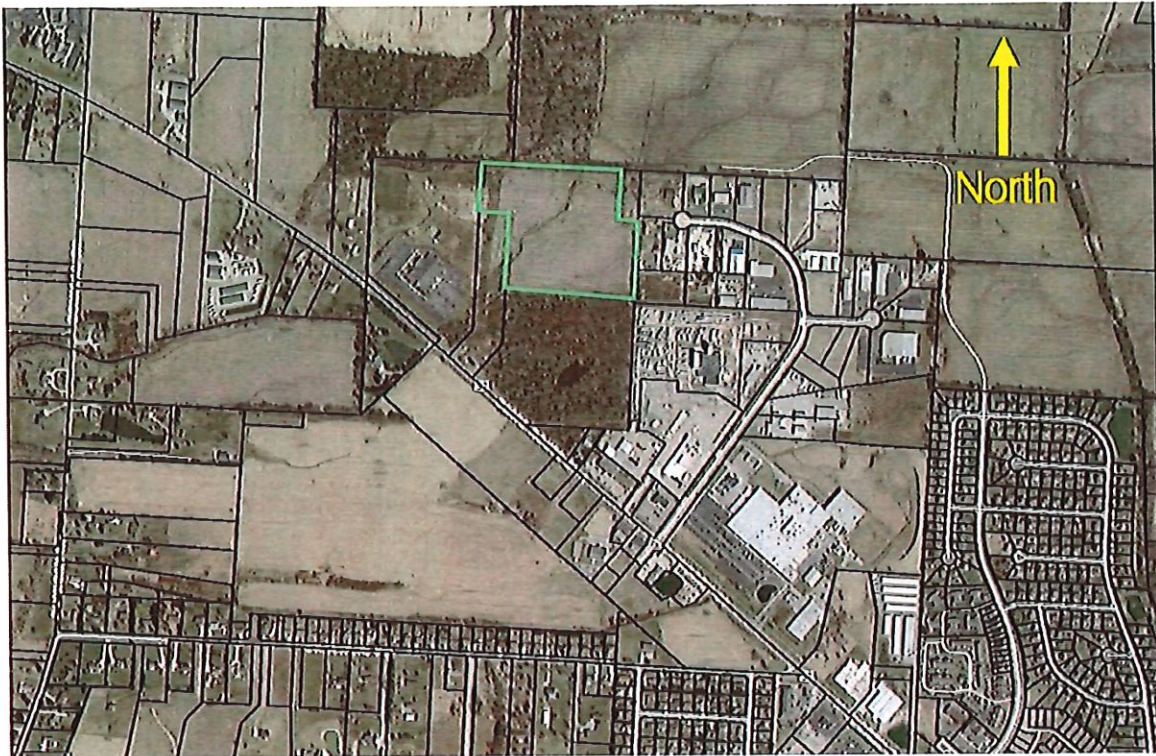
IDENTIFICATION AND MAP OF THE PARCEL

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.

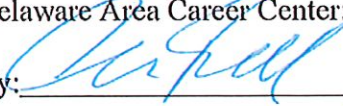
Sincerely,

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.

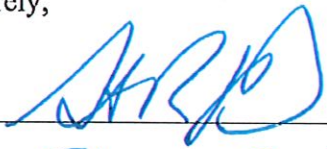
Estimate of the True Value in Money of the Improvements: \$2,300,000.00.

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. PYLES

Title: Administrator

Receipt Acknowledged by the
Big Walnut Local School District:

By: 

Name: Jeremy J. Buskirk

Title: Treasurer

Attachment: Proposed TIF Ordinance (Revised)

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.

WHEREAS, Romanelli Sunbury Group, LLC and NPA Commercial Property, LLC submitted a joint application to rezone 13.22 +/- acres of land (tax parcel numbers 417-412-02-001-016, 417-412-02-001-017, 417-412-02-001-005, 417-412-02-001-004, 417-412-02-001-006) along the south side of W. Granville Street and bifurcated by Sunbury Meadows Drive from Planned Industrial District to Planned Commercial District pursuant to the City of Sunbury Zoning Code; and

WHEREAS, Council approved said rezoning and development plan November 30, 2022; and

WHEREAS, an amended development plan amending a southern landscape screening plan for the Meadows at Sunbury Apartments has been submitted. The amended development plan was approved by the Sunbury Planning and Zoning Commission on October 27, 2025; and

WHEREAS, Council for the City of Sunbury now wishes to approve the recommendation of the Planning and Zoning Commission and approve the amended development plan amending a southern landscape screening plan for the Meadows at Sunbury Apartments.

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

SECTION I: The recommendation of the Sunbury Planning and Zoning Commission to approve the amended development plan amending the southern boundary landscape screening plan for the Meadows at Sunbury Apartments is hereby approved.

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.

VOTE ON ORDINANCE 2025.38

YEAS

NAYS

PASSED: _____

Joseph St. John, Mayor

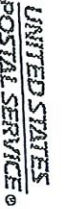
ATTEST:

Amber Swain, Clerk of Council

CERTIFICATION

I hereby certify on this ____ day of _____, 20____, that the foregoing is a true and accurate copy of the Ordinance passed at the meeting held on _____, 20____, of the City of Sunbury, County of Delaware, State of Ohio.

Amber Swain, Clerk of Council



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Handling Charge - If Registered and over \$50,000 in value

Adult Signature Required

Adult Signature Restricted Delivery

Restricted Delivery

Return Receipt

Signature Confirmation

Signature Confirmation Restricted Delivery

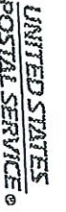
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PS Form 3877, January 2017 (Page 1 of 2)

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3. X-ray (Periapical)	\$50.00
4. X-ray (Panoramic)	\$100.00
5. X-ray (Cone Beam CT)	\$300.00
6. Root Canal Treatment	\$400.00
7. Crown	\$600.00
8. Bridge	\$1,200.00
9. Implant	\$1,500.00
10. Orthodontic Braces	\$2,000.00
11. Invisalign	\$3,000.00
12. Periodontal Therapy	\$100.00
13. Oral Surgery	\$250.00
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17. Whitening	\$200.00
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.....

and

2367 Common Bent Dr
Sunbury, OH 43074

2

2377 Common Bent Dr
Sunnyvale, OH 43074

62

2387 Common Bent
Sunbury, OH 43084

4

2397 common bent pr
Sundburg, OH 43074

၆၇

777 Dearborn Park Ln
Worthington, OH 43085

02

2322 common bent Dr
Sundbury, OH 43074

31

2332 Common Bent Dr
Sunbury, OH 43074

cy

Q34a common Bent br
sundry, OH 43074

Postmaster: Per (Name of receiving employee)

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office
0	0

○

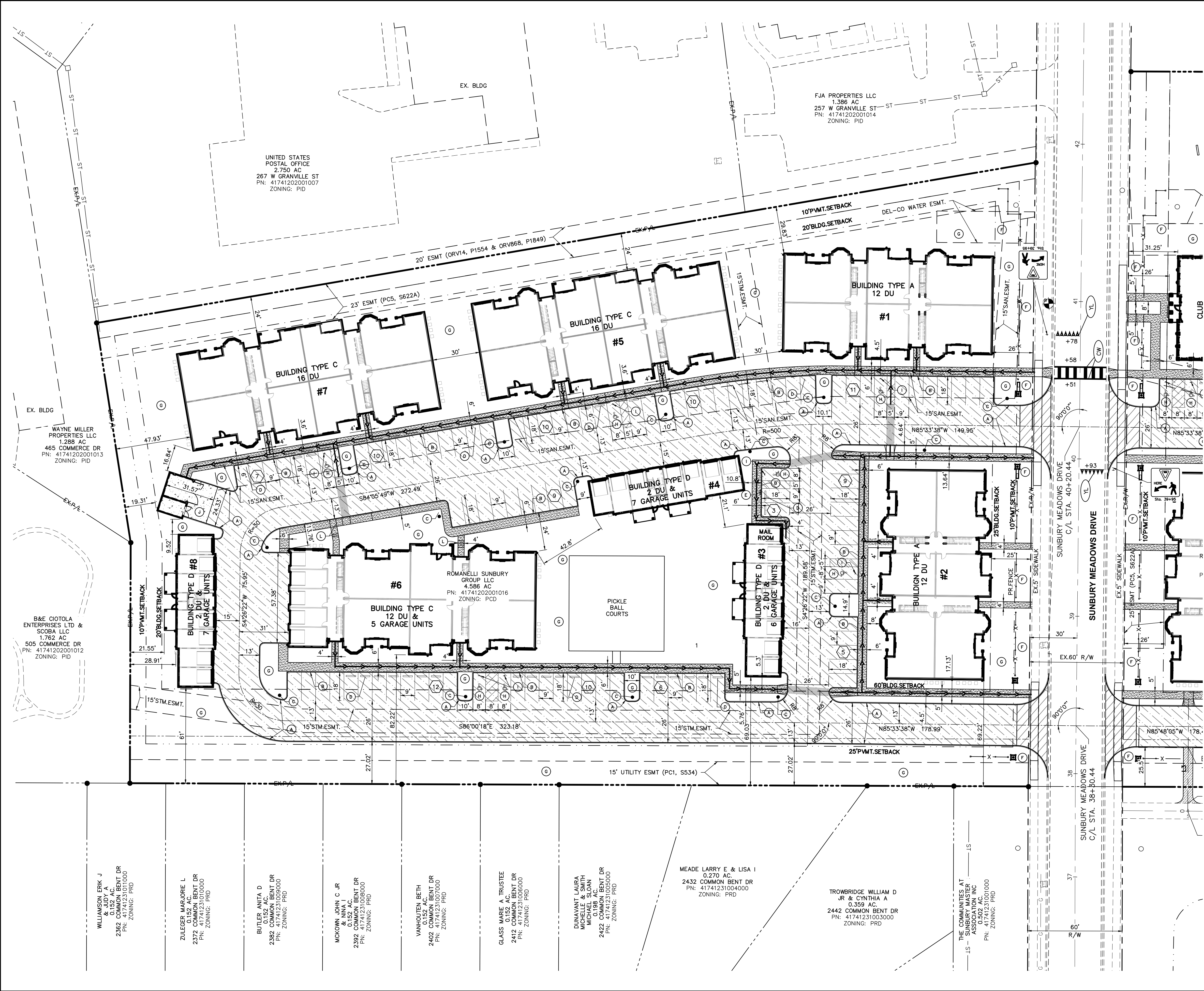
Received at Post Office

complete link

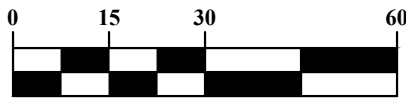
Privacy Notice: For more information on USPS privacy policies, visit usps.com/privacy

PS Form 3877, January 2017 (Page 1 of 2)
PSN: 7530-02-000-9098

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GRAPHIC SCALE



1 inch = 30 feet

SITE NOTES

- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL PRIVATE PAVEMENT MARKINGS SHALL BE WHITE UNLESS OTHERWISE NOTED.
- ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH AND WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED.
- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
- CURB RADII NOT LABELED ARE 3' UNLESS OTHERWISE SHOWN.

LEGEND

- PAVEMENT SECTION, SEE DETAIL SHEET 3 (1.5" ASPHALT, 6" RCC)
- CONCRETE PAVEMENT SECTION, SEE DETAIL SHEET 3 (DUMPSTER PAD - ITEM 451)
- COMMERCIAL DRIVEWAY APPROACH, PER COL STD DWG 2202
- CONCRETE SIDEWALK, SEE DETAIL SHEET 3
- ACCESSIBLE ROUTE

SUB-SUMMARY OF TRAFFIC MARKINGS

LOCATION (SECTION)	CROSSWALK LINE 12" WHITE (L.F.)	YIELD LINE WHITE (L.F.)
SUNBURY MEADOWS DRIVE		
39+93		16
40+51	33	
40+58	33	
40+78		16
	66	32

LEGEND

- CW CROSSWALK LINE - 12" WHITE
- YL YIELD LINE

- NOTES:
- ALL SIGNS AND SIGN SUPPORTS SHALL CONFORM TO THE LATEST EDITION OF THE OMUTCD, ODOT STANDARD CONSTRUCTION DRAWINGS, AND THE 2019 ODOT CMS. ANY DEVIATIONS FROM THE ABOVE REQUIREMENTS FOR SIGNS AND/OR SUPPORTS WITHIN THE SUBDIVISION, SHALL REQUIRE WRITTEN APPROVAL FROM THE CITY.
 - SEE THIS SHEET FOR SUB-SUMMARY ITEMS.

SUB-SUMMARY OF TRAFFIC SIGNS AND SUPPORTS

LOCATION	CODE	SIZE	FLAT SHEET (S.F.)	SIGN POST (L.F.)
SUNBURY MEADOWS DRIVE				
39+93	R1-5	36x36	9	14
40+78	R1-5	36x36	9	14
			18.00	28

CODED NOTES

- (A) EXTRUDED CURB, SEE DETAIL SHEET 3
- (B) COMBINED CURB AND WALK, SEE DETAIL SHEET 3
- (C) SITE LIGHTING FIXTURE, SEE PHOTOMETRIC PLAN FOR DETAILS
- (D) PARKING BLOCK, SEE DETAIL SHEET 3
- (E) EV CHARGING STATION
- (F) LANDSCAPE FENCING, SEE LANDSCAPE PLAN
- (G) LANDSCAPE/OPEN SPACE, SEE LANDSCAPE PLANS
- (H) ACCESSIBLE PARKING SPACE, SEE DETAILS SHEET 3
- (I) ACCESSIBLE PARKING SIGN, SEE DETAIL SHEET 3
- (J) CONCRETE DUMPSTER PAD, SEE DETAIL SHEET 3
- (K) 12" WHITE CROSSWALK LINE PAVEMENT MARKINGS
- (L) CONCRETE STEPS PER COL STD DWG 2328

(32) NUMBER OF PARKING SPACES IN ROW

SITE STATISTICS

SITE LOCATION: SUNBURY MEADOWS DRIVE, CITY OF SUNBURY, OHIO
SUB-AREA 'B' - SUNBURY COMMERCE PARK APARTMENTS
PARCEL NUMBERS: 41741202001016 & 41741202001017
GROSS ACREAGE: ±8.575 AC.
MAX PERMITTED UNITS: 120 UNITS
MIN. PARKING SPACES: 222

WEST LOT (41741202001016)
ACREAGE: ±4.586 AC.
UNITS: 78 UNITS
PARKING PROVIDED: 105 SURFACE SPACES & 25 GARAGE SPACES
INCLUDES 7 ACCESSIBLE SPACES (1 VAN ACCESSIBLE)

EAST LOT (41741202001017)
ACREAGE: ±3.989 AC.
UNITS: 42 UNITS
PARKING PROVIDED: 67 SURFACE SPACES & 25 GARAGE SPACES
INCLUDES 6 ACCESSIBLE SPACES (1 VAN ACCESSIBLE)

TOTAL ACTUAL DWELLING UNITS: 120 UNITS.
PARKING PROVIDED: 222 SPACES (1.85/D.U.)
INCLUDES 13 ACCESSIBLE SPACES (2 VAN ACCESSIBLE)
• 50 GARAGE SPACES
• 172 SURFACE SPACES

PLAN PREPARED BY:

781 Science Blvd., Suite 100
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED FOR:

148 E. Second Street
Mansfield, Ohio 43081
ph 614-581-2642
fax 614-581-2642

CITY OF SUNBURY, DELAWARE COUNTY, OHIO
PRIVATE SITE IMPROVEMENT PLAN
FOR
SUNBURY COMMERCE PARK APARTMENTS
SITE DIMENSION PLAN

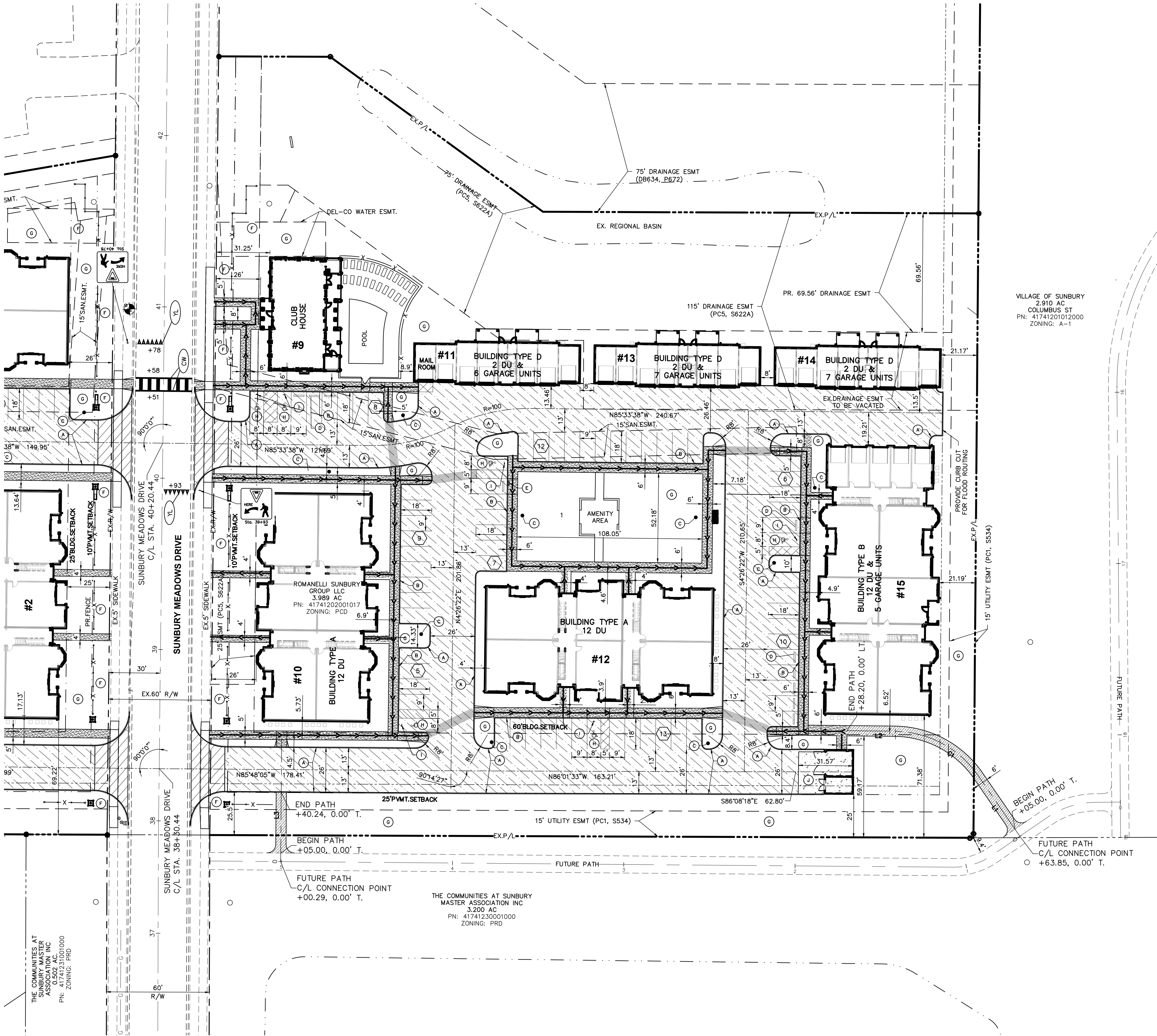
No.	Revision	Date	Approved
1	REVISED AMENITY SPACES		

Date: 09/20/2023
Scale: 1"=30'

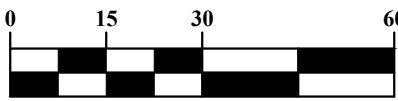
Drawn By: CLE
Checked By: DDD

Project Number:
18-0029-149

Drawing Number:
5 / 22



GRAPHIC SCALE



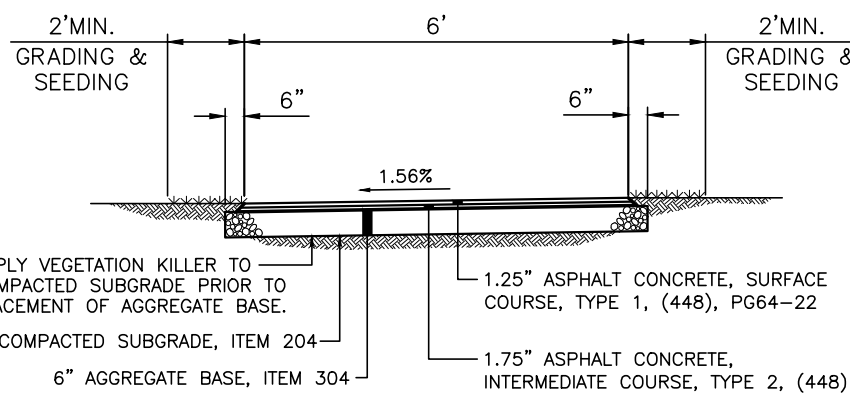
1 inch = 30 feet

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- CONCRETE SIDEWALK, SEE DETAIL SHEET 3
- ACCESSIBLE ROUTE
- ASPHALT PATH, SEE DETAIL THIS SHEET



MULTI-USE PATH DETAIL

No Scale

LINE TABLE		
LINE	DISTANCE	BEARING
L1	37.85'	N30°43'47"W
L2	27.93'	N85°33'38"W
L3	35.24'	N04°09'23"E

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	054°49'51"	60.00'	57.42'	N58°08'43"W	55.25'

CODED NOTES

- (A) EXTRUDED CURB, SEE DETAIL SHEET 3
- (B) COMBINED CURB AND WALK, SEE DETAIL SHEET 3
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- (J) CONCRETE DUMPSTER PAD, SEE DETAIL SHEET 3
- (K) 12" WHITE CROSSWALK LINE PAVEMENT MARKINGS

- (32) NUMBER OF PARKING SPACES IN ROW

SITE STATISTICS

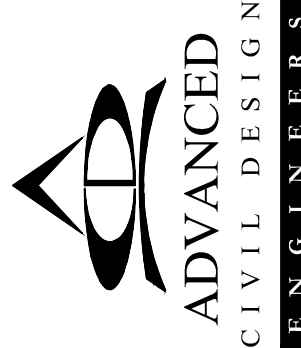
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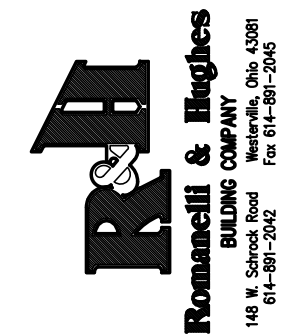
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• 50 GARAGE SPACES
• 172 SURFACE SPACES

PLAN PREPARED BY:



PLAN PREPARED FOR:



CITY OF SUNBURY, DELAWARE COUNTY, OHIO
PRIVATE SITE IMPROVEMENT PLAN
FOR
SUNBURY COMMERCE PARK
APARTMENTS

No.	Revision	Date	Approved
1	REVISED AMENITY SPACES		

Date: 09/20/2023
Scale: 1"=30'

Drawn By: CLE
Checked By: DDD

Project Number:
18-0029-149

Drawing Number:
6 / 22

City of Sunbury

PUBLIC HEARING



AMENDMENT

400 OVERLAND DRIVE

MEADOWS AT SUNBURY APARTMENTS

PARCEL(S) #41741202001016

The City of Sunbury City Council will hold a public hearing on Wednesday, December 3 at 7:30 pm in the Council Chambers at the Sunbury Town Hall, 3rd Floor, 51 East Cherry Street, Sunbury, Ohio.

Romanelli and Hughes is requesting an amendment to the approved Planned Commercial Area development plan, making adjustments to the southern boundary screening plan. A copy of the amendment request is available for public review at the Sunbury Municipal Building at 9 East Granville Street, Sunbury, OH 43074.

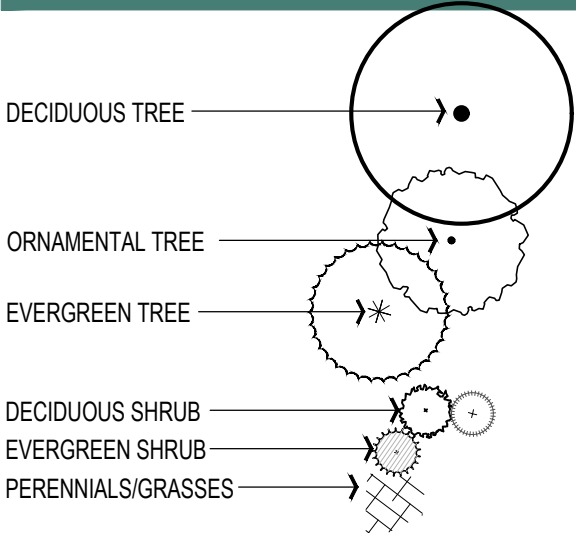
All interested persons are invited to attend the hearing and testify as to their opinions on the amendment request.

SUNBURYOHIO.ORG | 740-965-2684

C O D E D L A N D S C A P E N O T E S

1. TURF
2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH. POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

P L A N T K E Y



C O N C E P T U A L P L A N T L I S T (Contractor is responsible for all plant material shown on plan)

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES					
NY SY	Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2.5" CAL.	B&B	AS SHOWN	Match Form
PL AC	Platanus x acerfolia 'Bloodgood' Bloodgood London Planetree	2.5" CAL.	B&B	AS SHOWN	Match Form
QU RU	Quercus rubra Red Oak	2.5" CAL.	B&B	AS SHOWN	Match Form
UL AC	Ulmus x 'Morton' Accolade Elm	2.5" CAL.	B&B	AS SHOWN	Match Form
SMALL / ORNAMENTAL TREES					
AM GR	Amelanchier x Grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	2" CAL.	B&B	AS SHOWN	Match Form
CE CA	Cercis canadensis Eastern Redbud	2" CAL.	B&B	AS SHOWN	Match Form
CR WK	Crataegus viridis 'Winter King' Winter King Hawthorn	2" CAL.	B&B	AS SHOWN	Match Form
EVERGREEN TREES					
AB CO	Abies Concolor White Fir	6' HT.	B&B	PER PLAN	
PI AB	Picea abies Norway Spruce	6' HT.	B&B	PER PLAN	
PI DE	Picea glauca 'densata' Black Hills Spruce	6' HT.	B&B	PER PLAN	
PI ST	Pinus strobus White Pine	6' HT.	B&B	PER PLAN	

MATCHLINE, SEE L1.03

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
LARGE FLOWERING / DECIDUOUS SHRUBS					
VI CA	Viburnum carlesii Koreanspice Viburnum	36" HT.	B&B	PER PLAN	
EVERGREEN SHRUBS					
BU GV	Buxus x 'Green velvet' Green Velvet Boxwood	24" HT.	B&B	PER PLAN	
DECIDUOUS SHRUBS					
HY BO	Hydrangea paniculata 'Ivobo' Bobo Hydrangea	18" HT.	#3 CONT.	PER PLAN	
PERENNIALS					
HE TU	Hemorcallis 'Tuskawilla Tigress' Tuskawilla Tigress Daylily	-	#1 CONT.	12" O.C.	
NE FA	Nepeta faassenii 'Pursian Blue' Persian Blue Catmint	-	#1 CONT.	18" O.C.	

PROJECT FOR:



SEAL

D E S I G N T E A M

Landscape Architect
G2 Planning and Design
720 E. Broad St. Suite 200
Columbus, OH 43215
614.583.9230
Architect
Moody Nolan
300 SPRUCE ST SUITE 300,
COLUMBUS, OH 43215
P 614.461.4664

Civil Engineer
Advanced Civil Design
781 Science Blvd. Suite 100
Gahanna, OH 43230
614.428.7750

SUNBURY
COMMERCE PARK
City of Sunbury, Delaware County, Ohio

R E V I S I O N S

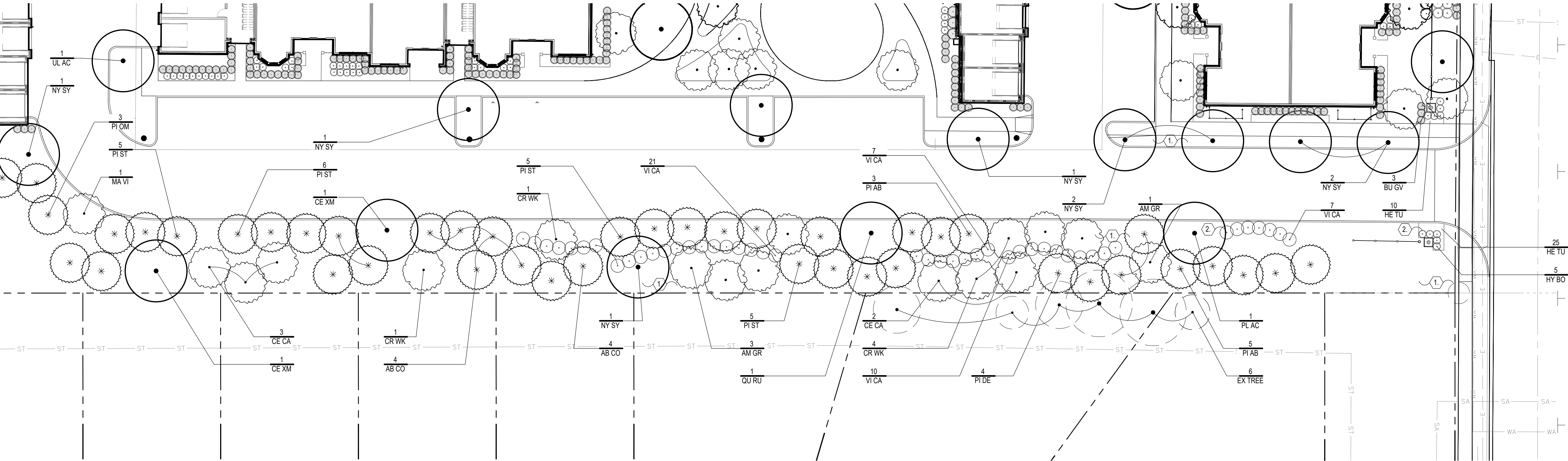
date	issued
1	XXXXXXX NOTES

drawn by: SW checked by: GS
issue date 08.08.2025 PROJECT NO. 19018

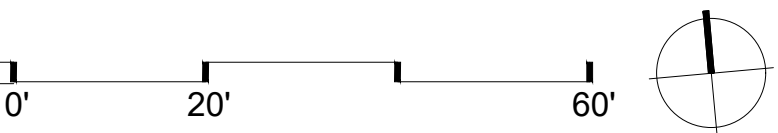
L A N D S C A P E B U F F E R
E X H I B I T

L1.04

G:\G2 Projects\Romanelli & Hughes\190118 Sunbury Multi-Family CAD Studies\25 0807 - BEEF UP THE PLANTING\190118_Sunbury LANDSCAPE PLAN buffer.dwg Aug 07, 2025 - 5:27 pm SWolverton



LANDSCAPE PLAN



Meadows at Sunbury Apartments
Landscape Update Photos



Location 1





Location 2



Location 3



December 17, 2025

Mr. Daryl Hennessy
Administrator
City of Sunbury
PO Box 508
9 East Granville Street
Sunbury, Ohio 43074

Re: JR SMITH PARK IMPROVEMENTS
Bid Results

Dear Mr. Hennessy:

Bids were received for the above-referenced project on December 12, 2025 and attached you will find a copy of the Bid Tabulation outlining each bid for your review. The Base and Alternate bids ranged from a low bid of \$3,575,170.20 to a high bid of \$3,819,126.00 as compared to the Opinion of Probable Construction Cost of \$3,556,000.00.

The low bidder for the Base and Alternate is 2K General Company, Inc. of Delaware, Ohio, whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

VERDANTAS LLC



Richard Washington, PLA
Project Manager

RRW/MEP:alc

Enclosures

Z:\Project Files\SA-TZ\SunburyCty\41545 - Sunbury-JR Smith Park Improvements\Working\Bid Documents\Bid Results Letter.doc

Bid Opening Report – Apparent Bids Bid Date: December 12, 2025 @ 10:00 a.m.

0000041545 - JR Smith Park Improvements - City of Sunbury

Opinion of Probable Construction Cost: Base Bid – Site Improvements - \$3,060,000.00; Alternate – Playground - \$496,000.00

<i>BIDDER NAME</i>	<i>Bond/Check</i>	<i>Addendum Received 1</i>	<i>Base Bid Site Improvements</i>	<i>Alternate Playground</i>	
<i>2K General Company, Inc.</i>	✓	✓	\$3,097,714.60	\$477,455.60	\$3,575,170.20
<i>Builderscape, Inc.</i>	✓	✓	\$3,228,813.00	\$485,000.00	\$3,713,813.00
<i>Danbert, Inc.</i>					
<i>Elford, Inc.</i>					
<i>Ironsight, Inc.</i>					
<i>Mid Ohio Land Worx</i>					
<i>W/G Land Company, LLC</i>	✓	✓	\$3,274,126.00	\$545,000.00	\$3,819,126.00

Z:\Project Files\SA-TZ\Sunbury\41545 - Sunbury-JR Smith Park Improvements\Working\Bid Documents\Bid Opening Report\Bid Opening Report.Doc

Verdantas total: \$3,556,000.00
Bid Tabulation verified 12/17/26

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 & 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

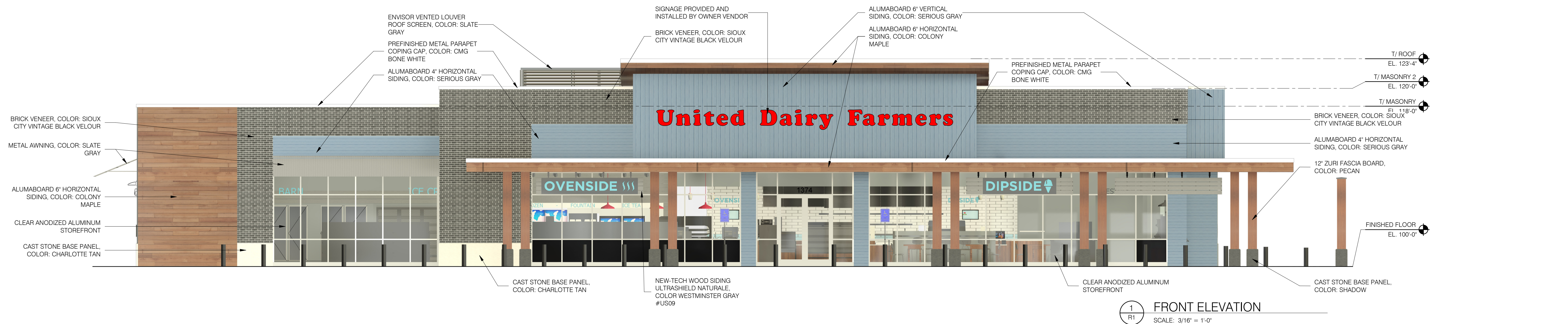
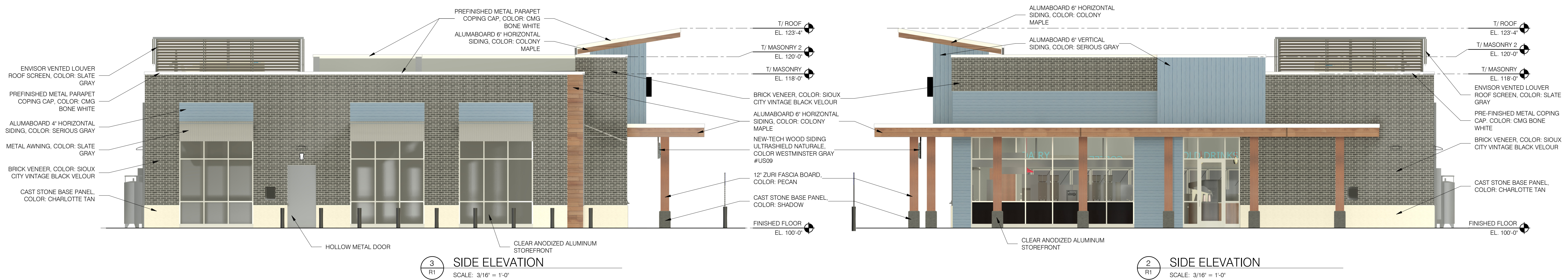
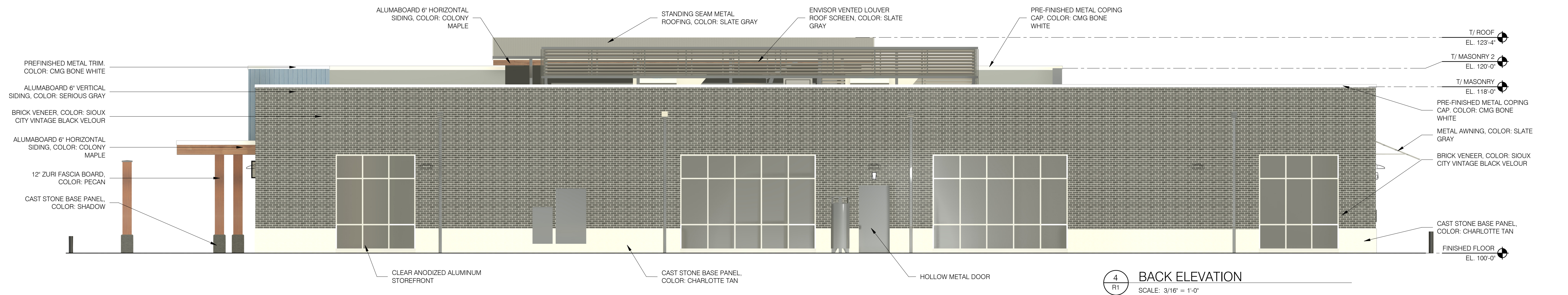
I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent. We agree to

Signature

true

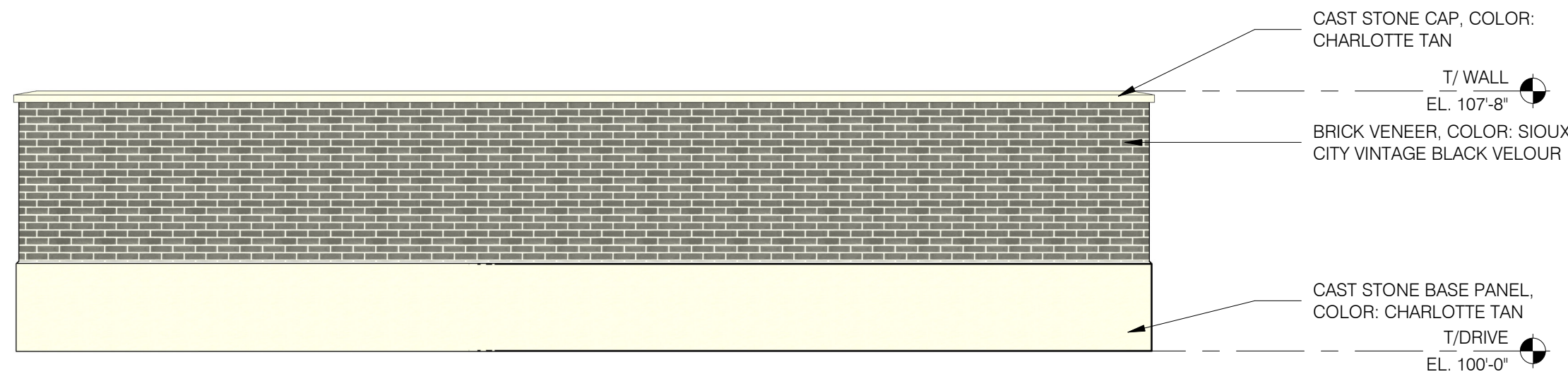
conform to the regulation and applicable codes and laws of the State of Ohio, Delaware County and the City of Sunbury.

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

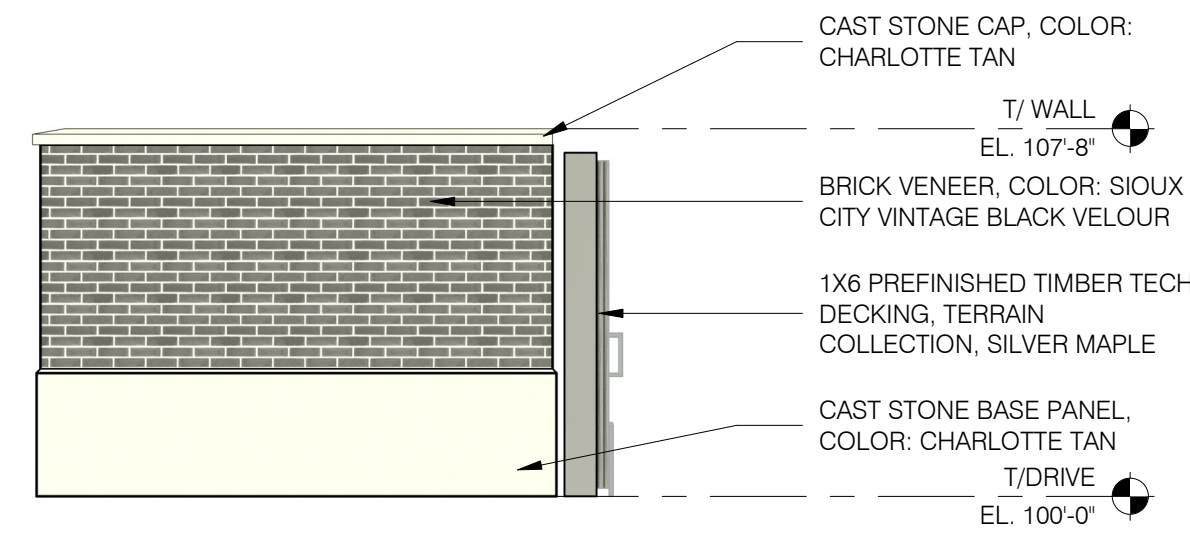


UDF SUNBURY

303 WEST GRANVILLE ST, SUNBURY, OH 43074



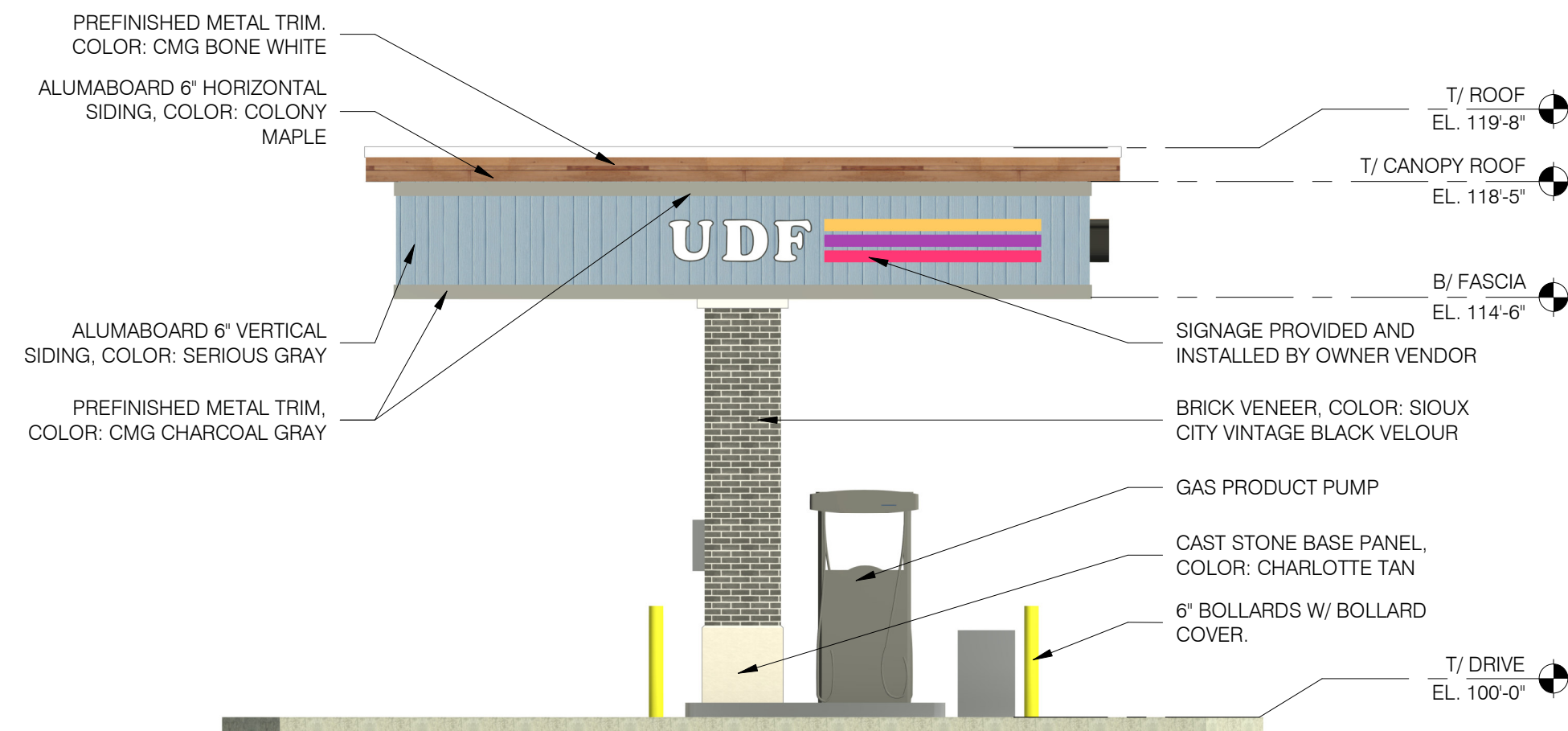
7 BACK DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"



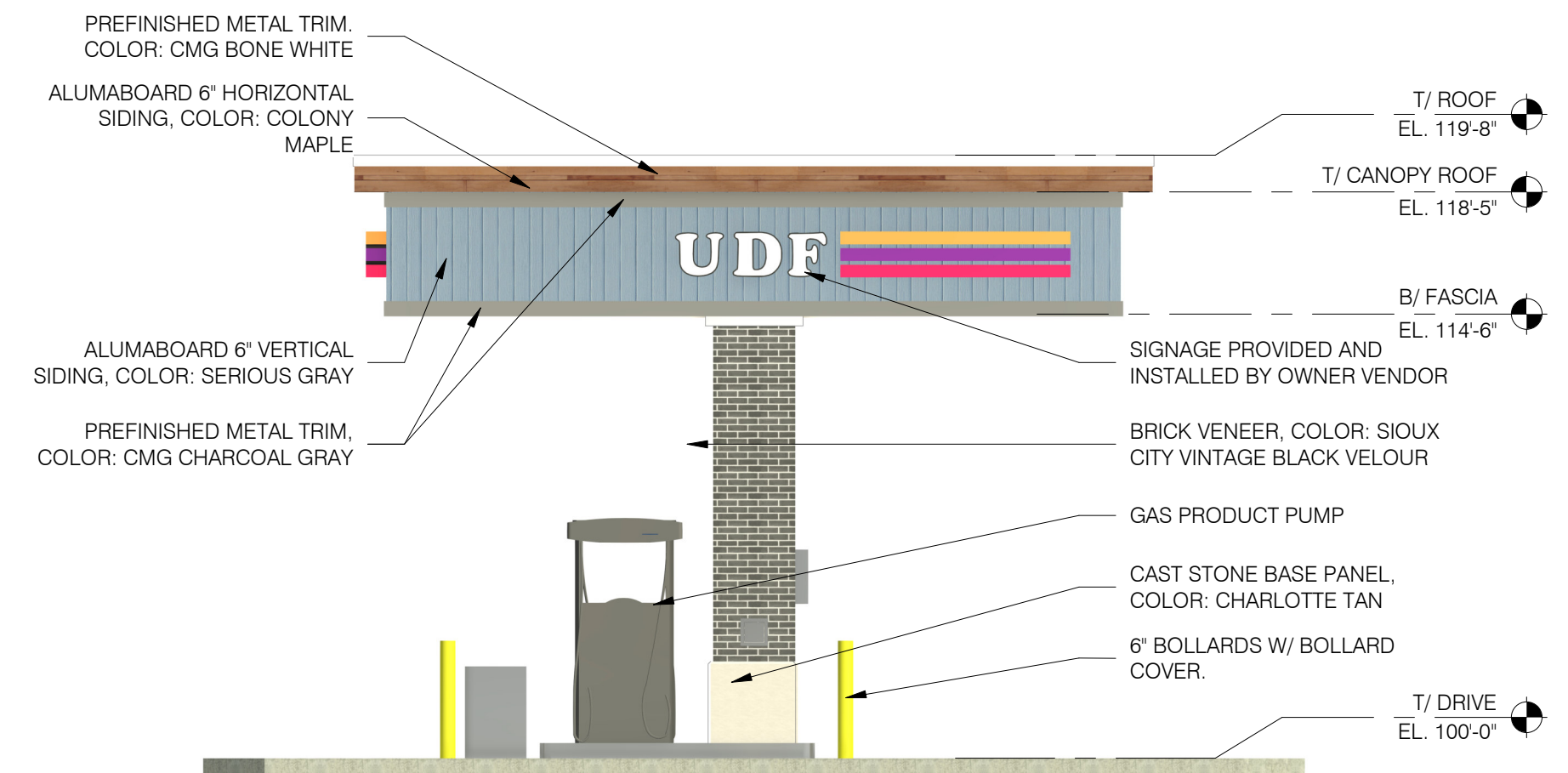
6 SIDE DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"



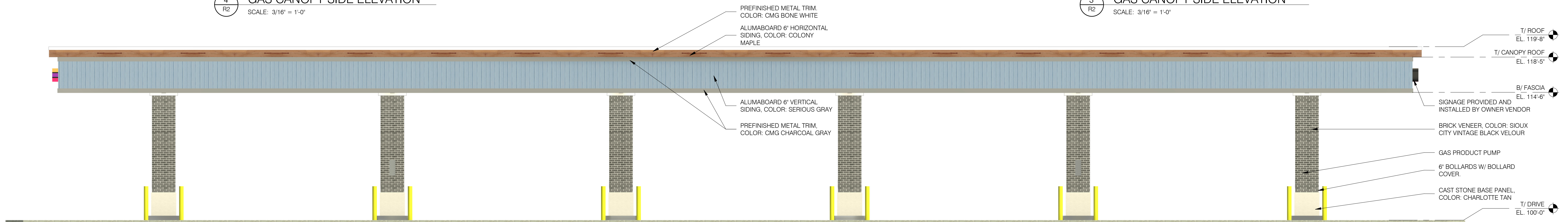
5 FRONT DUMPSTER ELEVATION
SCALE: 1/4" = 1'-0"



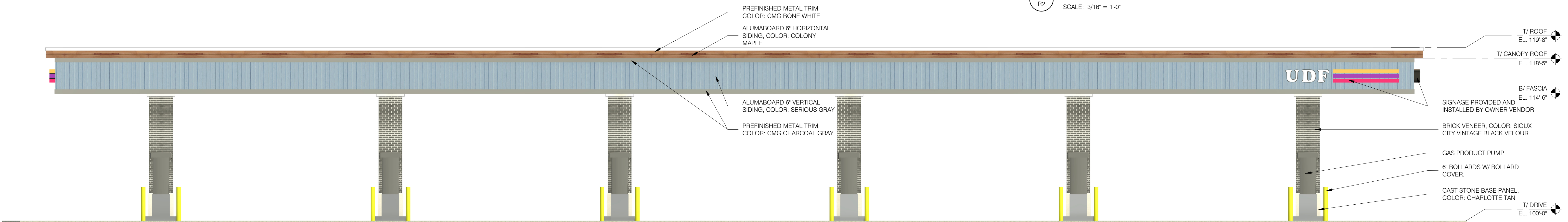
4 GAS CANOPY SIDE ELEVATION
SCALE: 3/16" = 1'-0"



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



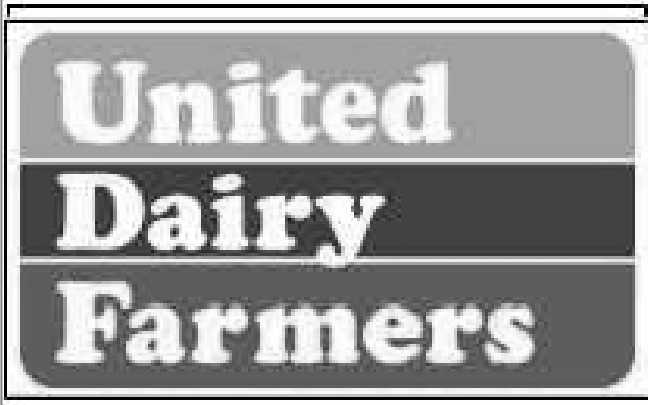
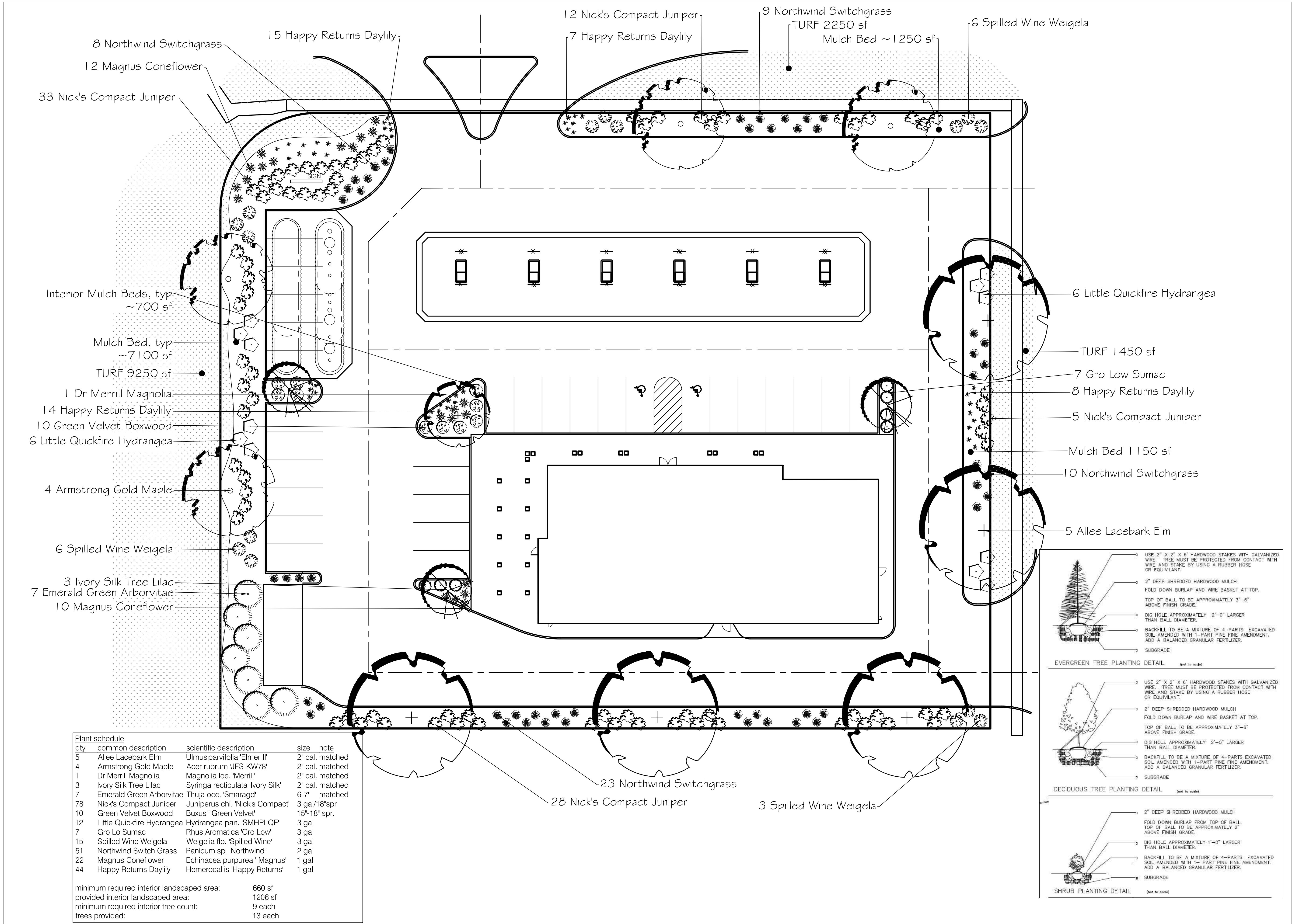
2 GAS CANOPY BACK ELEVATION
SCALE: 3/16" = 1'-0"



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

UDF SUNBURY

303 WEST GRANVILLE ST, SUNBURY, OH 43074

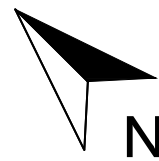


United Dairy Farmers
303 West Granville St
Sunbury Ohio, 43074

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

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

COMMENT	DATE
add sidewalk E,adjust planting, 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



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 17th, 2025

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.

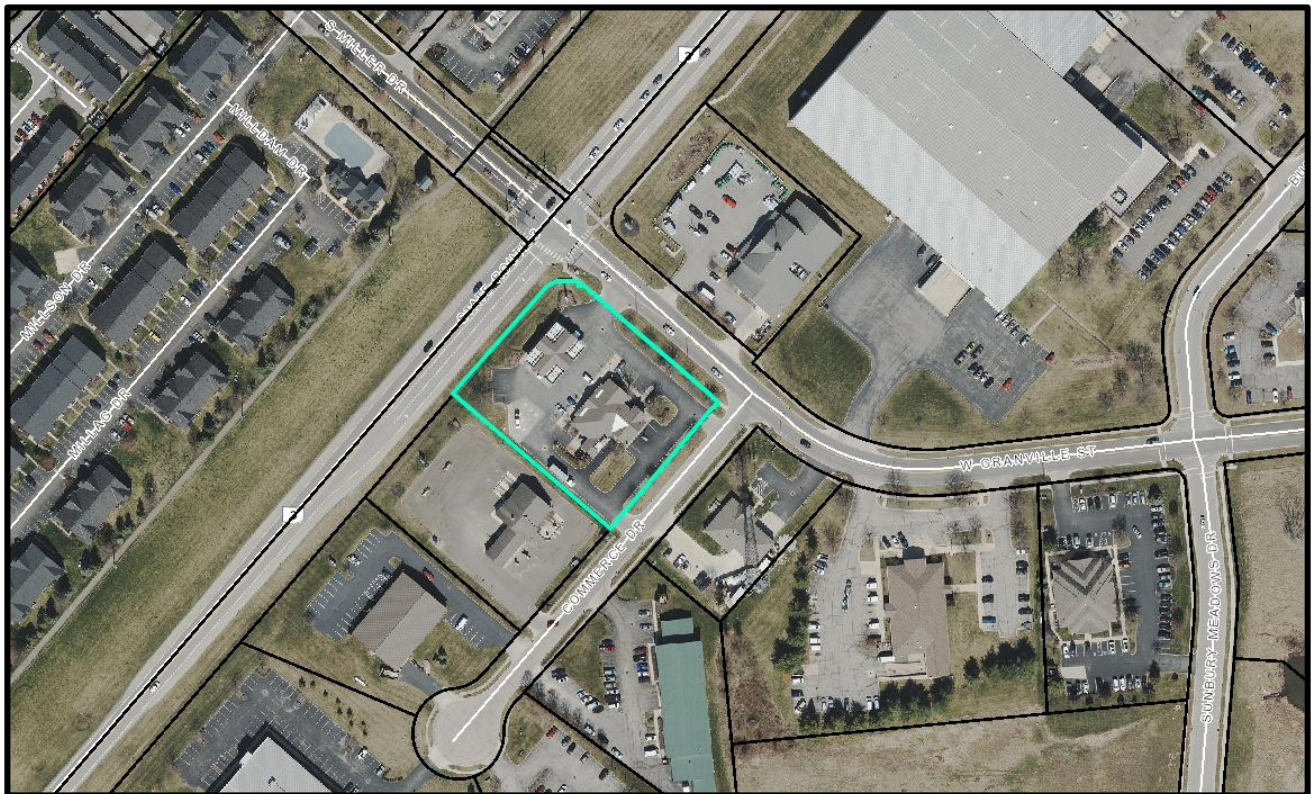


Figure 1: Property Location



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.

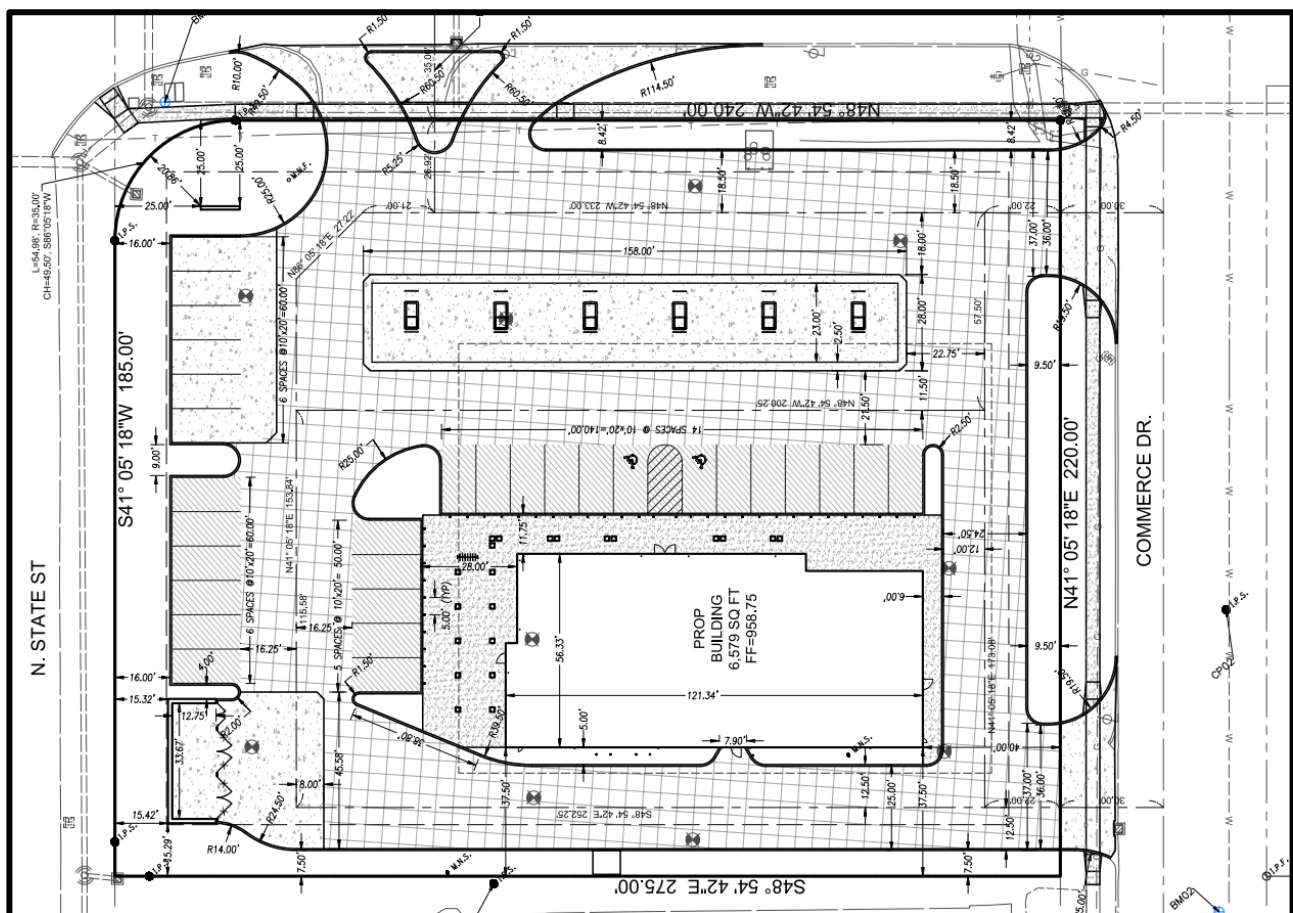


Figure 2: Site Plan



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.

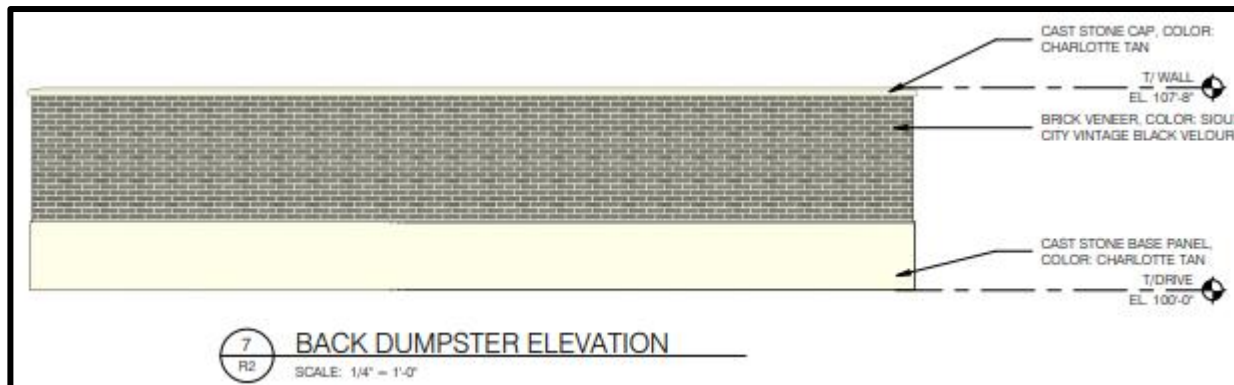


Figure 3: Dumpster Elevation from the West

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.

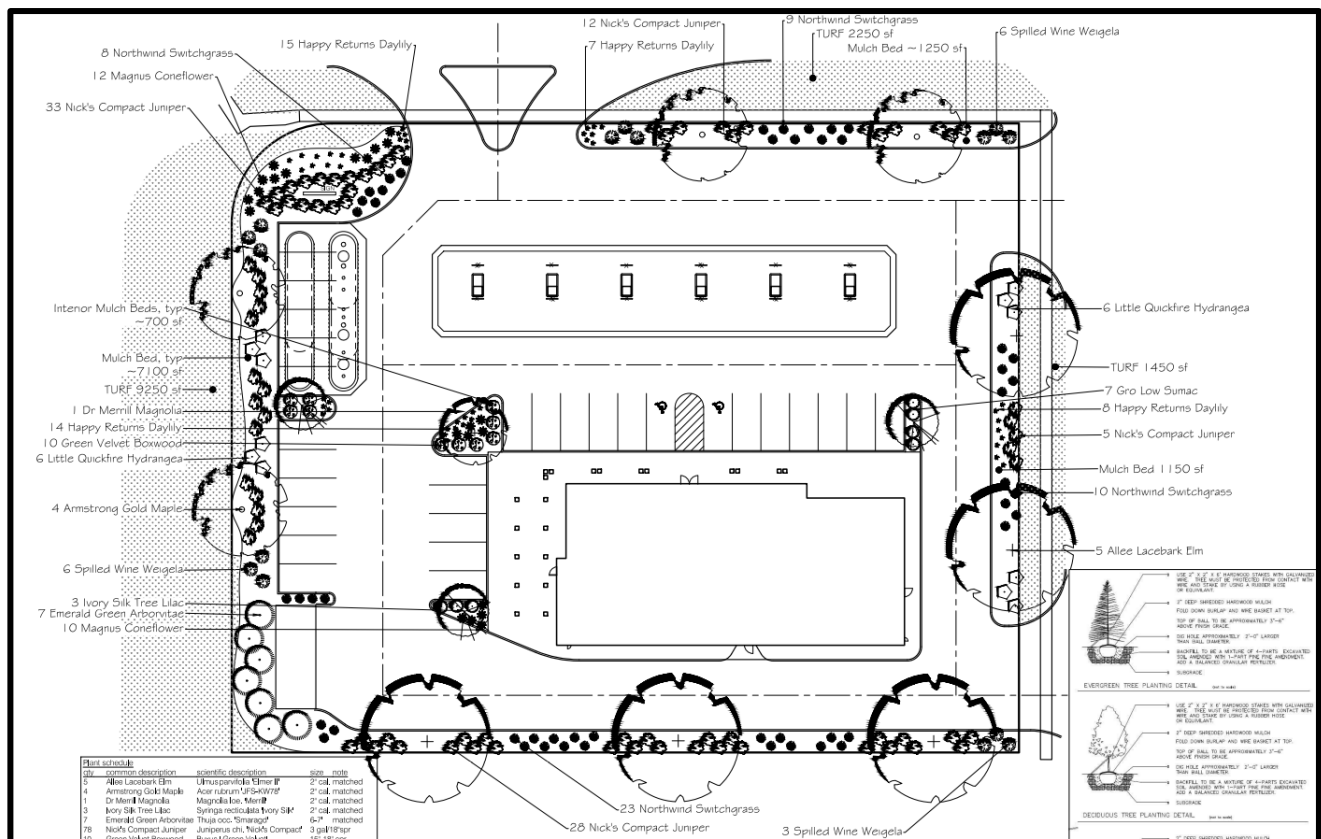


Figure 5: Landscape Plan

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'.

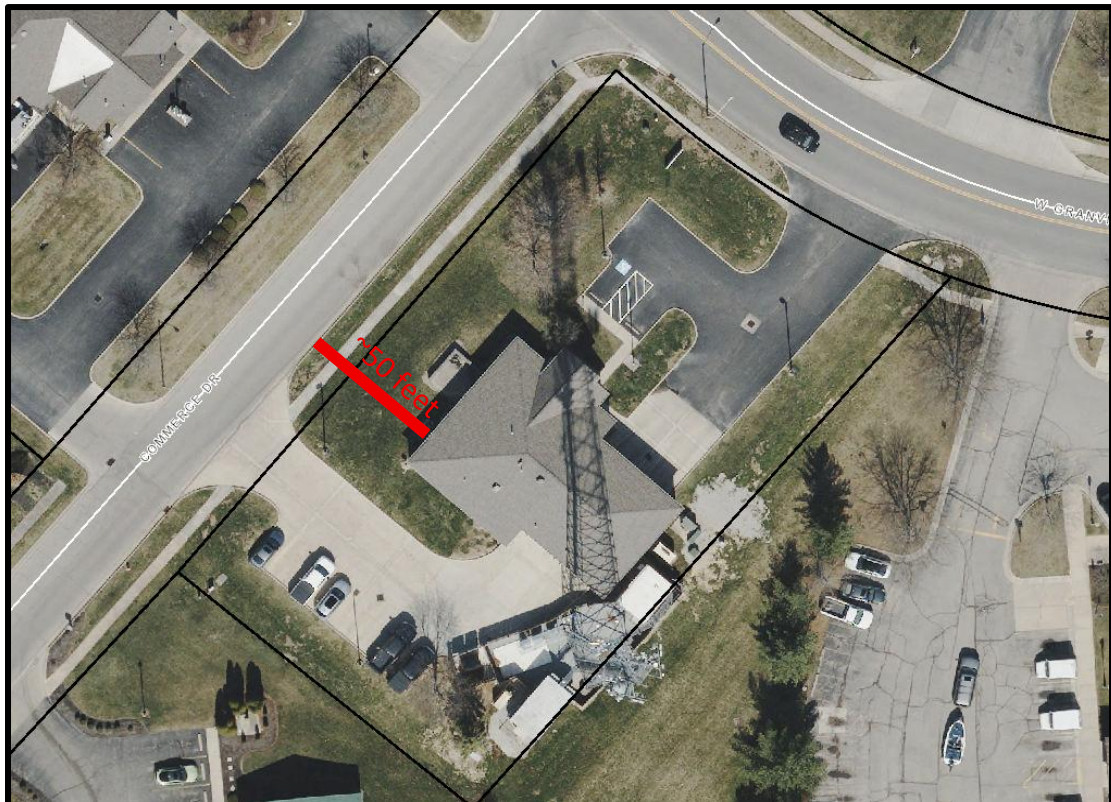


Figure 6: Distance between the street/road right-of-way and EMS Station 2



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.



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



○ 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.

CITY OF SUNBURY

RULES OF CITY COUNCIL 2026

Adopted: January xx, 2026

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I. MEETINGS

A. Regular Meetings

- 1) Regular Meetings of Council shall be held in the Council Chambers at 7:30 PM on the first, third and, when applicable, fifth Wednesday of the month unless the fifth Wednesday meeting is dispensed with as unnecessary. Council may, by majority vote, change the day and hour of holding of any regular meeting, or adjourn the same to a day and hour determined by a like vote of the members present if constituting a quorum.
- 2) A notice shall be given of the time and place of all regular Council meetings and Committee meetings by a) posting a schedule of the meetings on a bulletin board at the Municipal Building and b) posting on the municipal website. No other form of public notification will be required.
- 3) Meeting agendas (may be in “draft” form) and available documentation shall be posted on the Municipal website the Friday before the Council meeting by 6:00 pm, however, failure to make such posting shall not affect Council actions otherwise validly taken.

B. Committee Meetings

- 1) Regular meetings of all Council Committees shall be held in Council Chambers or other designated locations on the appropriate day and time as set forth by each Committee.
- 2) Each Committee shall set a suitable time, day and place for their regularly scheduled Committee meetings. Notice shall be given of the time and place of all regular Council meetings and Committee meetings by a) posting a schedule of the meetings on a bulletin board at the Municipal Building and b) posting on the municipal website.
- 3) The Council President shall select standing Committee members and Chair Committees of the whole. The remainder of the Committees shall select their own Chairs. Any Council member may request an Ad Hoc Committee as deemed necessary by a majority of Council. The Council President shall appoint such Ad Hoc Committee. In the event the Council President fails to appoint such Ad Hoc Committee a majority of Council may appoint such Ad Hoc Committee. Standing Committees, which have regularly scheduled meetings in January prior to the first Council meeting of each calendar year or reappointment by the Council President shall meet with the prior calendar year’s membership unless there is the absence of a quorum.
- 4) All meetings of the City Council and all Committee meetings of the Council shall be public meetings provided in O.R.C. 121.22. The Council, upon consent of a majority vote, may meet in executive session at a regular or special meeting for the sole purpose of considering any of the matters listed in O.R.C. 121.22(g).

C. Special Meetings and Related Notices

- 1) Special meetings of the Council may be called, for any purpose, by the Mayor or any three members of the Council upon at least twenty-four hours' notice to the Mayor and each member of Council, which notice may be served personally, left at the usual place of residence, or provided by electronic notification. In the event the Mayor or any three members of the Council determine an emergency exists, the requirement to provide twenty-four hours' notice shall not apply.
- 2) Any such vote request for the calling of a special meeting shall state the subject to be considered thereat, and no other subject or subjects shall be considered except upon the approval of five (5) or more members of Council in attendance at such special meeting.
- 3) Members of the Council and the Mayor who attend special meetings of the Council or who are present at another regular or special meeting where a special meeting is announced by the presiding officer need not receive notice of the special meeting. Members of the Council and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting. Attendance at a special meeting constitutes a waiver of receipt of notice of such special meeting. Special meetings may be cancelled beforehand by whoever initially called for such special meeting.

Any regular or special meeting of the Council may be adjourned or recessed to another time, date, or place without giving the notice required in subsection (B) of this Section.

- 4) Any party may request notice of any meeting of the City Council at which any specific type of business is an agenda item. All such requests shall be subject to the following:
 - A. Each request shall be made in writing.
 - B. Upon such request, reasonable efforts shall be made to provide notice that the requested subject is an agenda item by electronic notification.
 - C. Any failure to notify shall not invalidate any Council action otherwise validly taken.
 - D. Such request shall not prohibit the discussion by Council of that specific type of business as a non-agenda item.

II. THE CHAIR - POWERS AND DUTIES

The Mayor, or in the Mayor's absence, Council President, shall take the Chair at the hour appointed for Council to meet, and immediately shall call the Council to order. The roll shall then be called by the Clerk or the Alternate City Clerk in the absence of the Clerk, who shall journal the names of members present thereat. In the absence of a quorum at the time appointed for a meeting, the members present may, by a majority vote, take a recess

or recesses and cause Clerk or the Alternate City Clerk to procure the attendance of absent members.

III. TEMPORARY CHAIR

In the event of the absence of both the Mayor and the Council President, the Clerk or the Alternate City Clerk shall call the Council meeting to order and shall call the roll. If a quorum is found to be present, the Council shall proceed to elect by a majority vote a Temporary Chair of the meeting until the appearance of the Mayor or Council President.

IV. APPEALS FROM DECISION OF THE CHAIR

The Chair shall preserve decorum and decide all questions of order, subject to appeal to Council. If any member transgresses the Rules of Council, the Chair shall, or any member may, call him or her to order and in the later instance the Chair shall render a decision as to the point of order. In case of an appeal from a ruling of the Chair, the question shall be, "shall *the* decision of the Chair stand as the decision of the Council?"

The Chair shall be sustained unless overruled by a majority vote of the members of Council present.

V. CHANGING COUNCIL RULES

Council Rules may be changed at any Regular or Special meeting by a majority of the whole of Council.

VI. VOTES

A. ***Roll Call Votes:*** The Chair shall declare the vote after the Clerk or Alternate City Clerk has announced the number of votes on each side.

B. ***Viva Voce Votes:*** The Chair shall declare the vote without reference to the Clerk or Alternate City Clerk. If in doubt about a viva voce vote, the Chair may direct, or any member may call for a division of Council, which shall be taken by a roll call vote.

VII. CHAIR'S POWERS TO VOTE

The Mayor, the Council President, or any member of Council who is serving as Chair shall have the same power to vote as other members but shall be entitled to only one vote on any single issue.

VIII. VOTING

Every member present when a question is put shall vote on same, unless Council shall, for special reason, excuse them from voting. Said excuse shall be granted only if the member states reason for the request before voting begins and the Council by majority vote of the members present excepts them. There shall be no debate upon this question.

IX. DIVISION OF A QUESTION

On demand of any Member, a question under consideration, which covers two or more points, shall be divided where the question admits of such division.

X. DEMAND FOR ROLL CALL

Any Member may demand a roll call vote upon any question before Council at any time before the decision is announced by the Chair.

XI. ADVANCE NOTIFICATION OF ABSENCE OF COUNCIL MEMBER

Email or phone notice shall be provided to the Clerk, the City Manager, the Mayor, or the Council President at least 48 hours in advance of a meeting or as soon as possible should it be of an emergency situation. This will enable appropriate meeting cancellation notifications to be issued should a quorum not be present.

XII. ORDER OF BUSINESS

A. Roll Call, to determine presence of quorum.

B. Approval of the preceding meeting's minutes by majority of Council.

- 1) Minutes from previous Council meeting available to Council on Monday, preceding the next Council meeting.
- 2) Minutes/Reports from Committee meetings.
- 3) The Clerk shall prepare and make available to the general public full and complete minutes of all meetings of this Council except as provided in O.R.C. Section 121.22.

C. Visitors either by filled out speakers slip or by just asking for the floor during Visitors time on the Agenda, or as recognized by the Chair during non-visitor sections of the meetings, may address Council. Visitor time will be limited to reasonable time as defined by the Chair. If multiple individuals wish to present on the same topic, the Chair may request that a speaker for the majority be selected to present for the group as a whole.

D. Committee Reports

- 1) General Committee reports will be made available at the next regular Council meeting following the Committee meeting.
- 2) Special Committee reports at any meeting.

E. City Manager's Report

F. Reading of resolutions and ordinances first, second or third time

G. New/Unfinished Business

H. Adjournment

Order of business may be altered by the Chairperson, absent objection or upon a majority vote of Council.

Committees

- 1) Appointment of Committees: Assignment and reassignment of Council members to Committee shall be made by the Council President.
- 2) Committee Assignments:
 - a. The following standing Committees and Ad Hoc Committees are created with one or more Council members on each Committee.
 - Finance
 - Services
 - Parks, Safety, Cemetery, Technology
 - Events and Commemorations
 - City Records (Ad Hoc)

For the above Committees, Council may annually solicit the public to determine interest in Committee service. Committee members may recommend to Council members of the public for appointment to said Committee. Appointment of a non-Council person to a Committee shall require an affirmative vote of a majority of the members of Sunbury City Council (four of seven votes).

- b. The following standing Committees and Ad Hoc Committees are created with one or more Council members on each Committee.
 - School Board Liaison
 - Fire Board

-
- Joint Venture Committee (GRE Park)

It is not contemplated that members of the public will serve on 2(b) Committees.

- 3) Committees shall meet on the call of the Chair, or on the request of two members, communicated to the City Clerk with notification as follows: a). posted on the bulletin board at the Municipal Building and b) posting on the municipal website. A quorum shall constitute the majority of the members of the Committee.
- 4) Ad Hoc Committees: Ad Hoc Committees may be created by Council as necessary. Assignment of Council persons to Ad Hoc Committees shall be made by the Council President.

XIII. ROBERTS RULES OF PARLIAMENTARY PROCEDURE

Roberts Rules of Parliamentary Procedure will generally govern all meetings, procedures, such as motions, decorum, emergencies, etc.

XIV. READINGS AND SUSPENSION OF RULES

A. Reading Ordinances and Resolutions

Each ordinance and resolution shall be read on three separate days, unless this requirement is dispensed with by an affirmative vote of at least five Council members. Readings shall be by title only, unless the Council requires a reading to be in full by an affirmative vote of at least four Council members. Copies of each ordinance and resolution shall be available for public inspection at the meetings of the Council at which the ordinance or resolution is considered.

B. Vote Required for Passage

Unless otherwise provided in the municipal Charter of Sunbury, all action taken by the Council shall be by an affirmative vote of at least four Council members; provided, however, that if there are one or more vacancies on the Council, all references in Article III to a "majority vote" of the members of the Council shall mean a majority of the remaining members of the Council.

XV. TABLING OF ORDINANCES AND RESOLUTIONS

If a measure is tabled for four months, it must be redrafted and reintroduced for consideration unless extended by Council.