

1. Agenda - February 18, 2026

Documents:

[2026.02.18 COUNCIL AGENDA.PDF](#)

2. Minutes - February 4, 2026

Documents:

[2026.02.04 COUNCIL MINUTES.PDF](#)

3. City Manager's Report

Documents:

[CITY MANAGER REPORT.PDF](#)

[CITY MANAGER - ATTACHMENT - UDG MKT ANALYSIS 2026-02-11.PDF](#)

[CITY MANAGER - ATTACHMENT JRD WORKSHOP \(FINAL\).PDF](#)

4. RES NO. 2026.05 - Pavement Management Group

Documents:

[RES 2026.05 PMG PAVEMENT ASSESSMENT AND MAINTENANCE.PDF](#)

[RES NO. 2026.05 - ATTACHMENT PMG.PDF](#)

5. ORD NO. 2025.36 - TIF Reimbursement Agreement - Sunbury Development LLC

Documents:

[ORD NO. 2025.36 AUTHORIZING TAX INCREMENT FINANCING
REIMBURSEMENT AGREEMENT.PDF](#)

[ORD NO. 2025.36 - TIF REIMBURSEMENT AGREEMENT REVISED 01-27-
26.PDF](#)

[ORD NO. 2025.36 - EXHIBIT C - NEWMANROOFING_ESTIMATE.PDF](#)

[ORD NO. 2025.36 - EXHIBIT D - RIGHT OF WAY EASEMENT REVISED 12-15-
2025.PDF](#)

[ORD NO. 2025.36 - EXHIBIT D - ROW EASEMENT OVER PARCEL
\(VERDANTAS\).PDF](#)

[ORD NO. 2025.36 - EXHIBIT D - ROW LEGAL EXHIBIT.PDF](#)

[ORD NO. 2025.36 - EXHIBIT A - NEWMANN TIF ORIGINAL 2021.52.PDF](#)

[ORD NO. 2025.36 - EXHIBIT B - PRIMARY AND SECONDARY PARCELS.PDF](#)

[ORD NO. 2025.36 - EXHIBIT C - NEWMAN ROAD MEMO.PDF](#)

6. ORD NO. 2026.05 - Assistant City Manager

Documents:

[ORD NO. 2026.05 ASSISTANT CITY MANAGER.PDF](#)

7. The Montrose Group, LLC - Advocacy Services

Documents:

[SUNBURY ENGAGEMENT LETTER 2-5-26.PDF](#)

8. Park Enterprise Construction - Otis Street Stormwater Repair

Documents:

[PARK ENTERPRISE CONSTRUCTION - OTIS STREET REPAIR.PDF](#)

**AGENDA OF BUSINESS
REGULAR MEETING OF COUNCIL
SUNBURY, OHIO
February 18, 2026 at 7:30 P.M.**

SILENT PRAYER & PLEDGE OF ALLEGIANCE

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

MINUTES:

- February 4, 2026 Meeting Minutes

VISITORS

COMMITTEE REPORTS

CITY MANAGER'S REPORT

- Sunbury Police Department: 2025 Year in Review Division Reports
 - School Resource Officers
 - Drones

RESOLUTIONS

Third Readings

Second Readings

First Readings

RESOLUTION NO. 2026.05

**A RESOLUTION APPROVING PAVEMENT MANAGEMENT GROUP RELATING TO
PAVEMENT ASSESSMENT AND PAVEMENT MANAGEMENT SERVICES**

ORDINANCES

Third Readings

ORDINANCE NO. 2025.36 (TABLED)

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

Second Readings

**AGENDA OF BUSINESS
REGULAR MEETING OF COUNCIL
SUNBURY, OHIO
February 18, 2026 at 7:30 P.M.**

First Readings

ORDINANCE NO. 2026.05

AN ORDINANCE PROVIDING FOR THE EMPLOYMENT OF AN ASSISTANT CITY MANAGER, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMPLOYMENT CONTRACT, AND DECLARING AN EMERGENCY

NEW / UNFINISHED BUSINESS

- The Montrose Group, LLC – Advocacy Services
- Park Enterprise Construction Co., Inc – Otis Street Stormwater Repair

ADJOURNMENT

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

City of Sunbury
Regular Council Minutes
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Mayor Joe St. John opened the Sunbury City Council (“Council”) meeting at 7:30 p.m., February 4, 2026, with a moment of silent prayer and then the Pledge of Allegiance.

ROLL CALL

Those answering roll call: Damir Cappel, Cindi Cooper, Nancy Crawford, Tim Gose, John Grumney, Marc Long, and Joseph St. John. Other staff in attendance included City Manager Daryl Hennessy, Legal Counsel Dave Brehm, Police Chief Rob Howard, and Director of Finance Dana Steffan.

MINUTES

Motion by **Gose** and seconded by **Crawford** to approve the January 21, 2026, 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. Gose reported that the Fire Board met last week to finalize compensation decisions for the year, including those for the Fire Chief and Assistant Chief, and noted that the meeting went well. He also shared that the new building project continues to make strong progress, though the anticipated completion date has shifted from April 1 to later in May due to recent weather challenges.

Mr. Cappel reported that the Services Committee received a presentation on snow and ice management, noting that primary arterials are prioritized, the department maintains 75 lane miles, and public compliance with street parking has improved. He also highlighted planned storm sewer repairs totaling \$20,000, a review of AI-based road ratings similar to past PACER assessments, and a minor electrical fire at the wastewater treatment plant near a sludge lift station, which caused no significant damage and will be addressed during the ongoing expansion project.

Mayor St. John reported on the recent Planning and Zoning Commission meeting. He stated that the Sure Signs expansion, which includes a new dance studio, has been rezoned and coordinated with the East Granville Street widening project. He also discussed the proposed Planned Commercial District on the front seven acres of the Communities at Sunbury, noting that the plan was recommended for disapproval. Mayor St. John expressed hope that the developer would return with a revised plan acceptable to the community.

CITY MANAGER’S REPORT

Mr. Hennessy reported that a roof collapsed today on a private property along Granville Street near the Square. No injuries occurred, as the roof fell onto an existing secondary flat roof. Utilities to the building have been shut off, and the property owners have engaged their insurance firm about next steps. A structural engineer will assess the building to determine whether it can be salvaged or must be demolished, with guidance from the Delaware County Building Safety Office. The City’s Services team has secured the site with fencing, allowing the street to reopen, and adjacent businesses may reopen tomorrow. Chief Howard noted that extra patrols are in place and drone inspections were used to assess the building, with access remaining restricted until the engineer’s evaluation is complete.

Mr. Hennessy also provided an update on J.R. Smith Park, noting that the contractor is scheduled to begin demolition the week of February 16, which is expected to help keep the project on track for timely completion. He also highlighted the upcoming Joint Recreation District public meeting on February 11 at 6:30 p.m. at Sunbury United Methodist Church. The meeting will be an interactive session to discuss

**City of Sunbury
Regular Council Minutes
February 4, 2026**

potential programming in the community center, updates on site location criteria, input on desired criteria for the final site selection, and the first round of survey results.

Mr. Hennessy provided updates from the Police Department, noting ongoing field officer and additional training. He announced that police units will present to City Council, beginning at the next meeting, with presentations planned over the next two to three meetings.

RESOLUTIONS

RESOLUTION 2026.01

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

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

RESOLUTION NO. 2026.04

A RESOLUTION DETERMINING THAT CONSENT TO THE EXPANSION OF THE SUNBURY NEW COMMUNITY AUTHORITY DISTRICT TO INCLUDE THE KINTNER CROSSING - PHASE I DEVELOPMENT COMPLIES WITH THE REQUIREMENTS OF SECTION 349.03 OF THE OHIO REVISED CODE AND TO FIX A DATE AND PLACE FOR A PUBLIC HEARING ON SUCH EXPANSION, AND DECLARING AN EMERGENCY.

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

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

ORDINANCES

ORDINANCE NO. 2025.36 (tabled)

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

Ordinance remained tabled.

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.

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

NEW / UNFINISHED BUSINESS

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

Motion by **St. John** to reconvene Regular Session, seconded by **Grumney**, upon roll approved 7-0.

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ADJOURNMENT

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

Joseph St. John, Mayor

ATTEST:

Alyssa Graziano, Clerk of Council

MEMORANDUM TO THE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: Daryl Hennessy
City Manager

SUBJECT: City Manager's Report

DATE: February 16, 2026

COMMUNITY AND ECONOMIC DEVELOPMENT

JR Smith Park Project. Bond financing for \$2,560,000 closed on February 12 and construction on the JR Smith Park improvements are expected to begin the week of February 16. 2K General, a firm out of Delaware, Ohio, has been selected to complete this work.

Joint Recreation District Community Meeting. Approximately 75 people attended last week's public meeting at the Sunbury United Methodist Church to discuss a future community center in the Berkshire-Galena-Sunbury area. Meeting agenda items included generalized site information based on an ongoing market analysis, a summary of the first community survey results, and a group activity to discuss potential sizes and uses/programming for the community center. A second community survey is expected to be released soon to gather more insight into preferred programming options and the potential size of a community center. Attached to this report are the public slides that were shared at the meeting.

PUBLIC SAFETY

Police Department Presentations. Presentations from Sunbury police officers working in the School Resource and Drone programs will provide presentations to City Council to recap significant 2025 activities. Presentations from the Detective, DTU, and Traffic/Speed programs will occur at the March 4 meeting.

Attachment

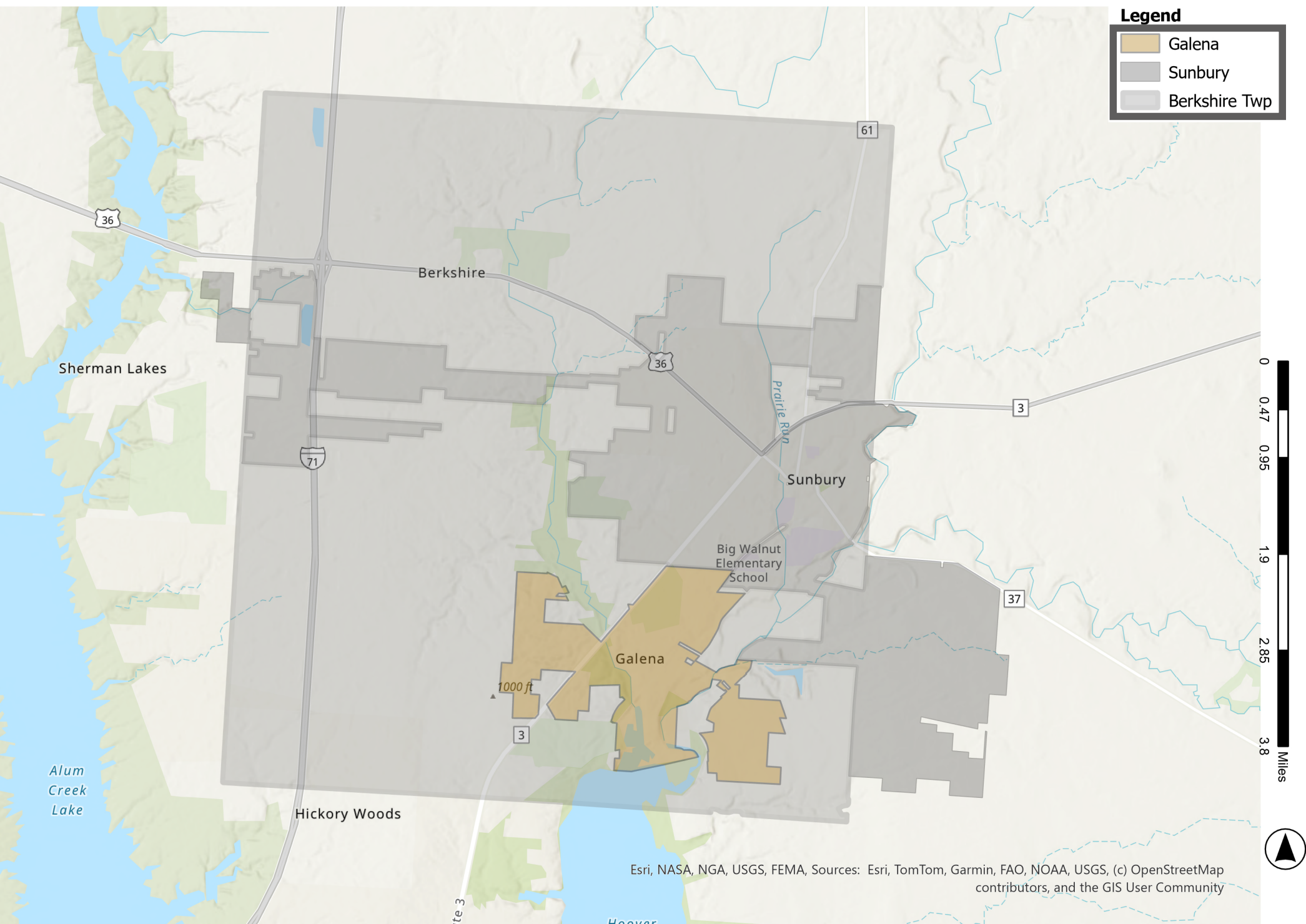
Market /Site Selection Analysis – Today's Agenda:

- Estimate the extent of the **preliminary Market Area**
- Analyze the entirety of the Eastern Delaware County Joint Recreation District for **development suitability of new facilities**

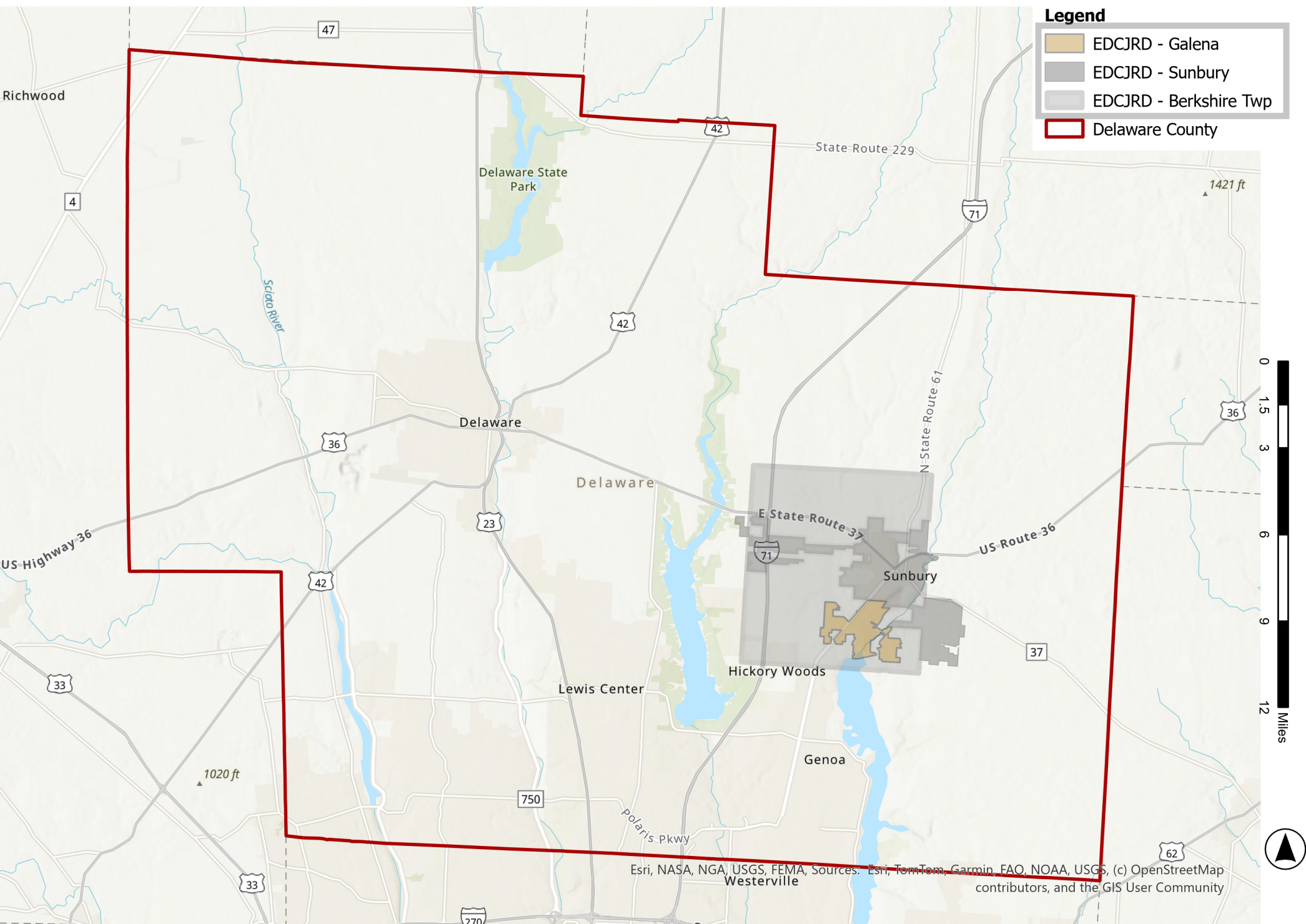
Preliminary Market Area

- **Approximately 75% of support will likely originate from this area**
- **“Attractiveness” of new facilities**
- **Proximity and Attractiveness of nearby comparables**

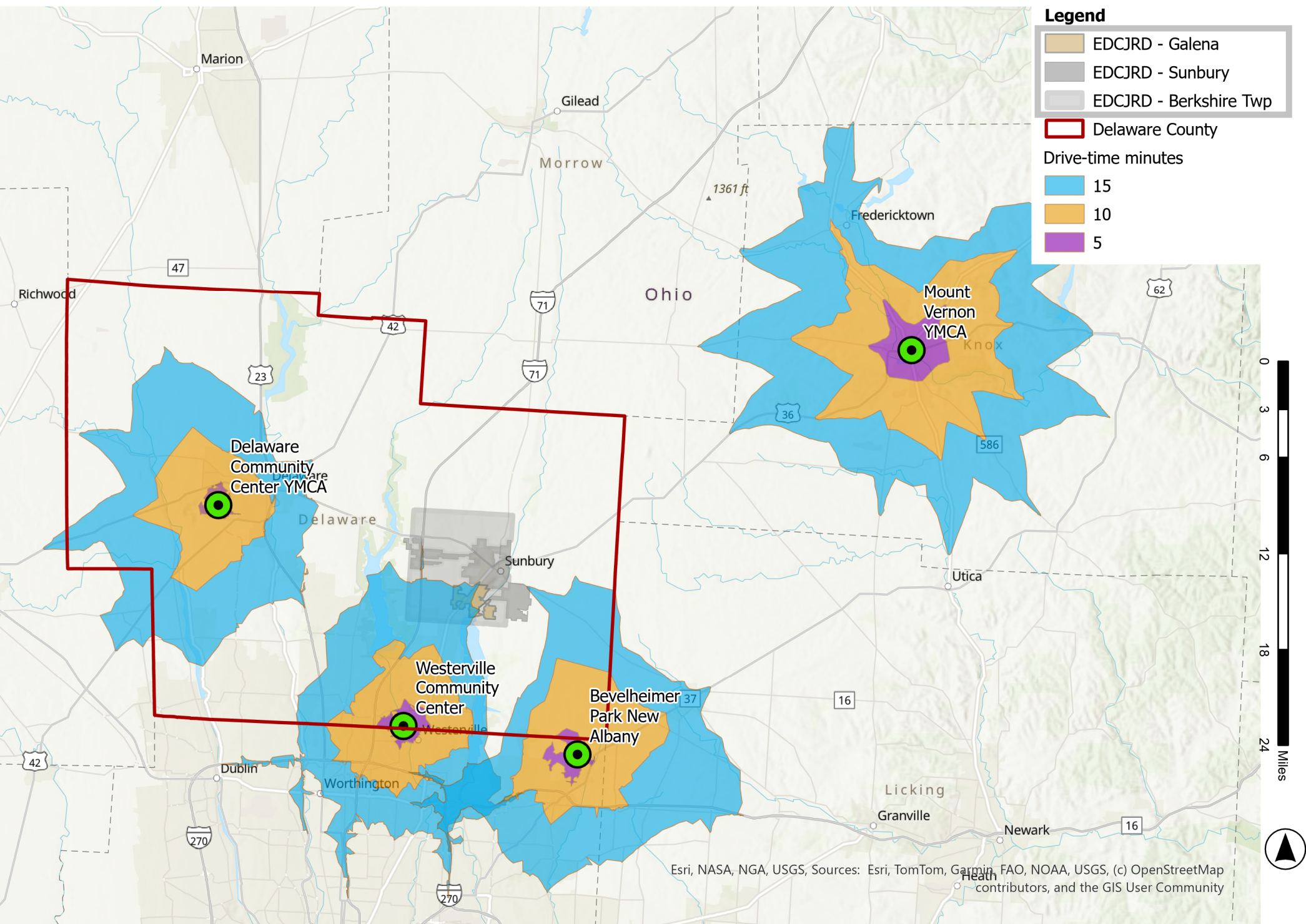
Eastern Delaware County Joint Recreation District (EDCJRD) members



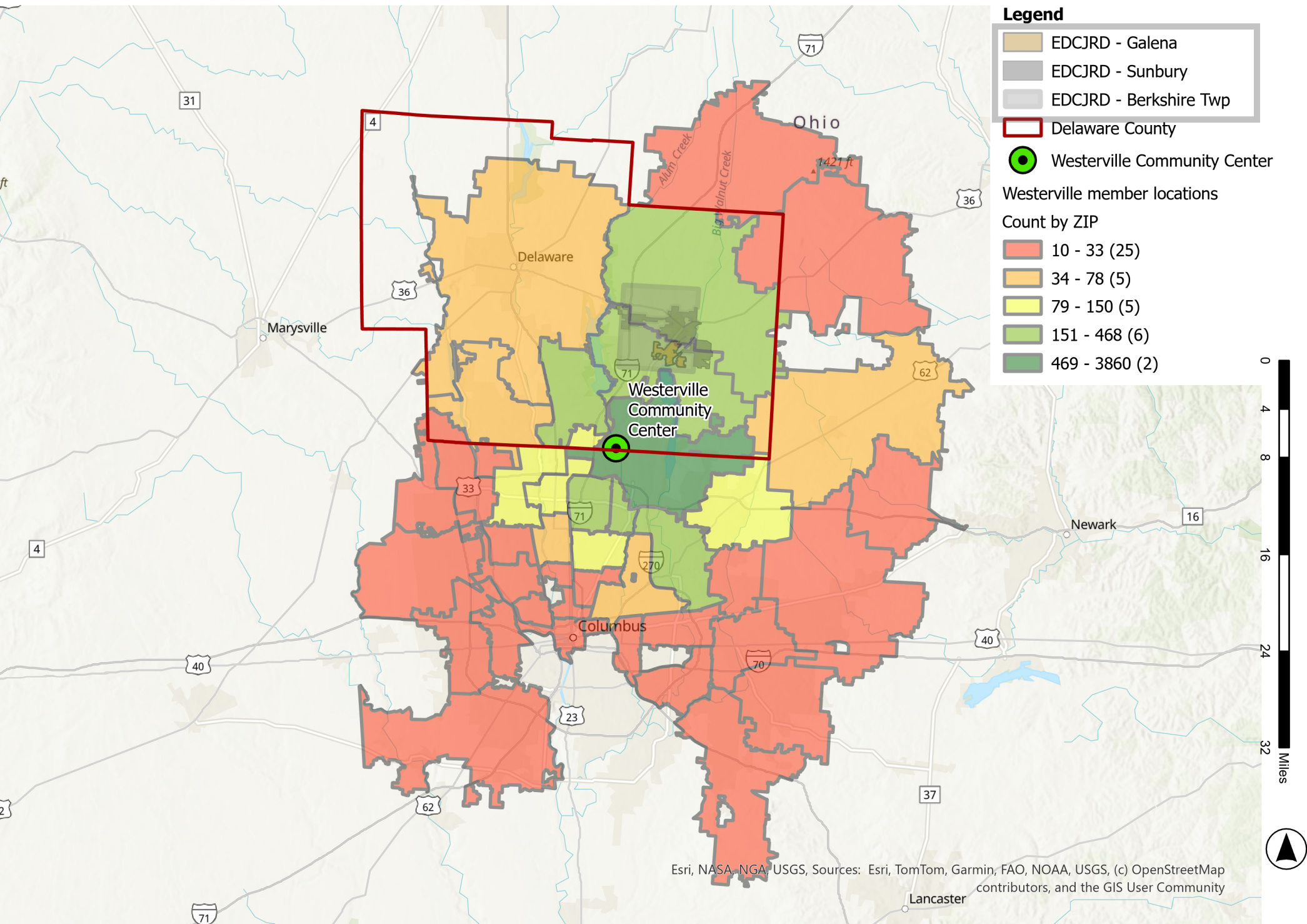
Eastern Delaware County Joint Recreation District (EDCJRD) members



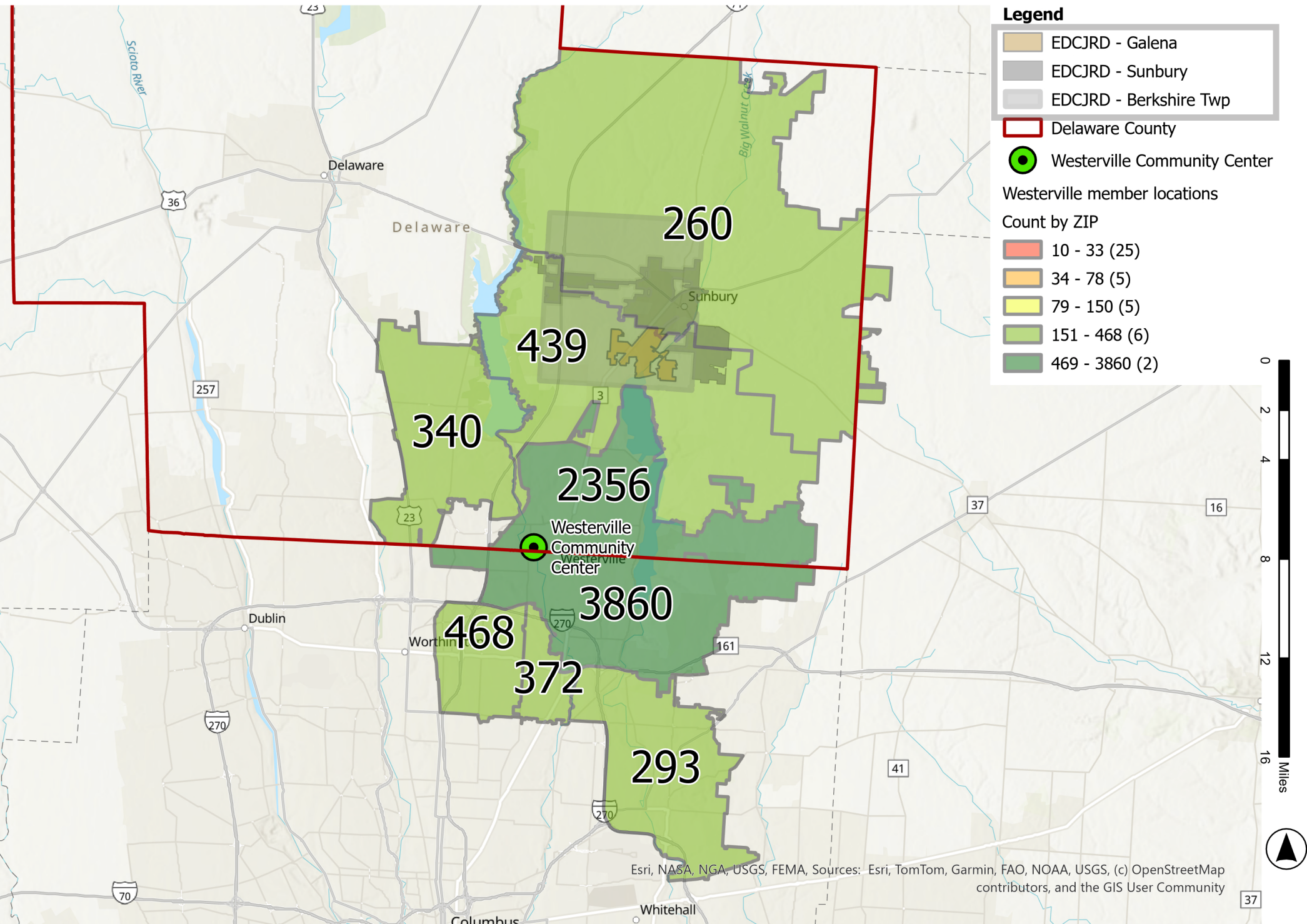
Proximity of Comparable Facilities



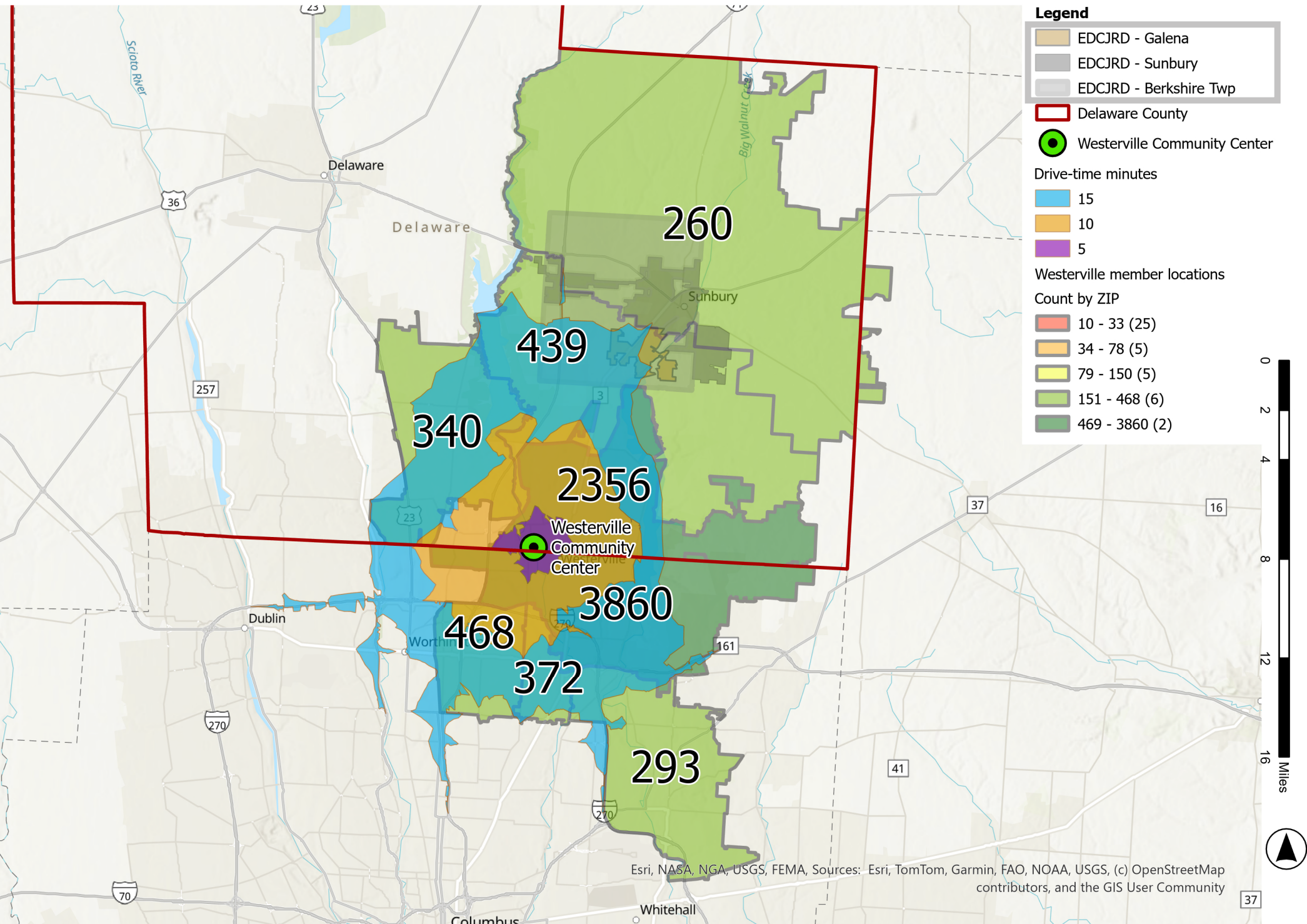
Westerville Community Center - Member Residences (2025)



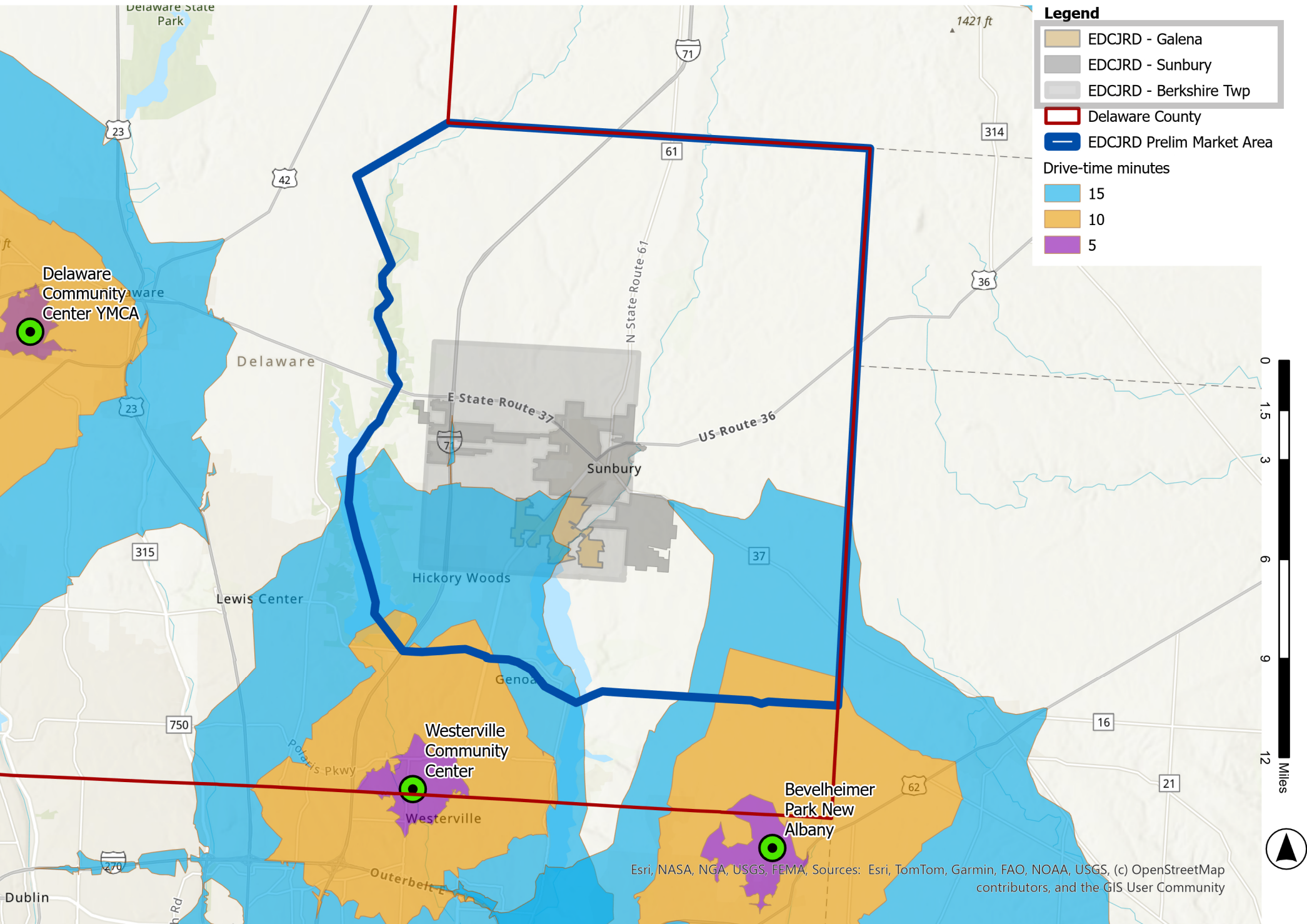
Westerville Community Center - Primary market area



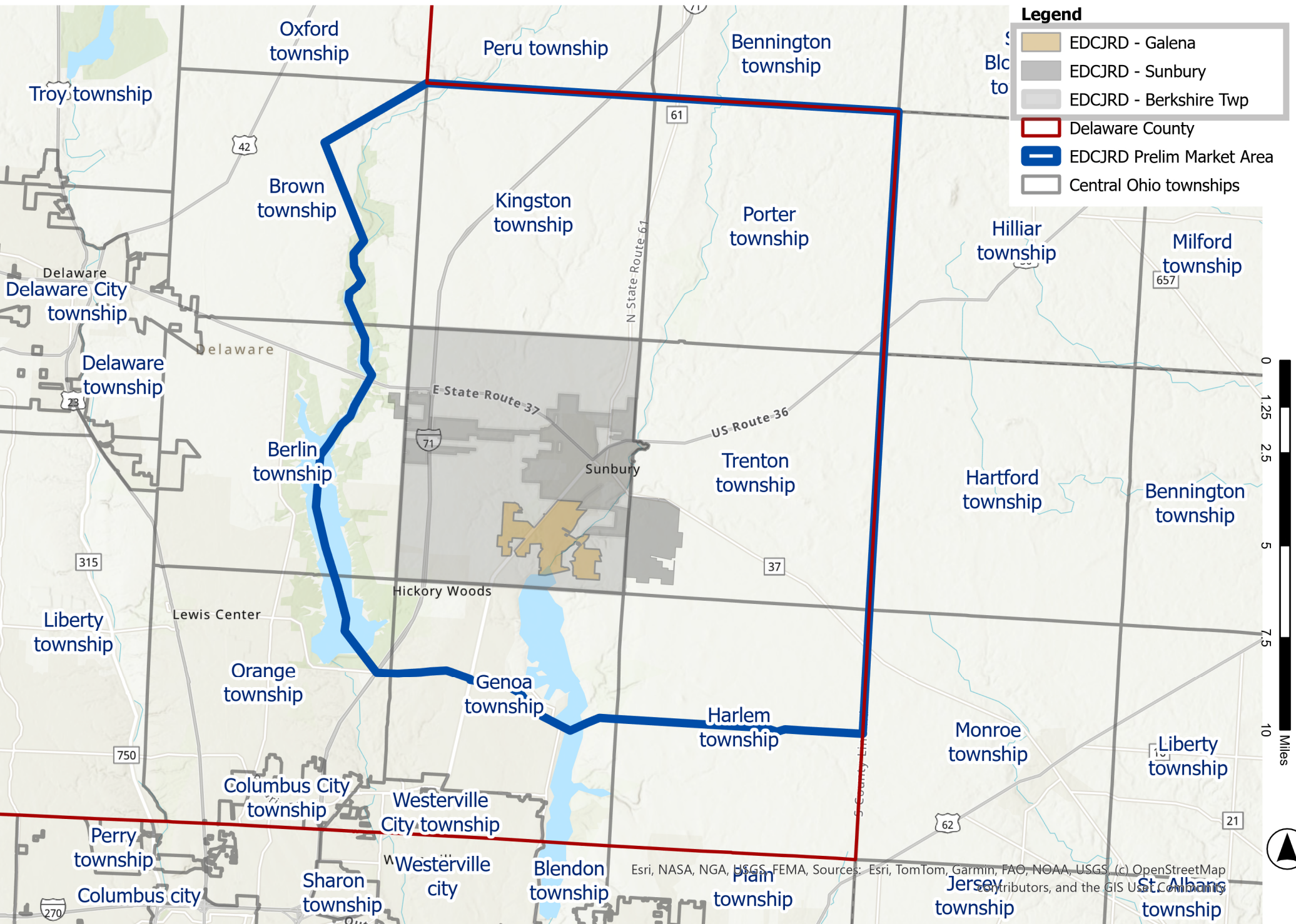
Westerville Community Center - Primary market area and Drive Times



Preliminary Market Area for a proposed EDCJRD Community Center

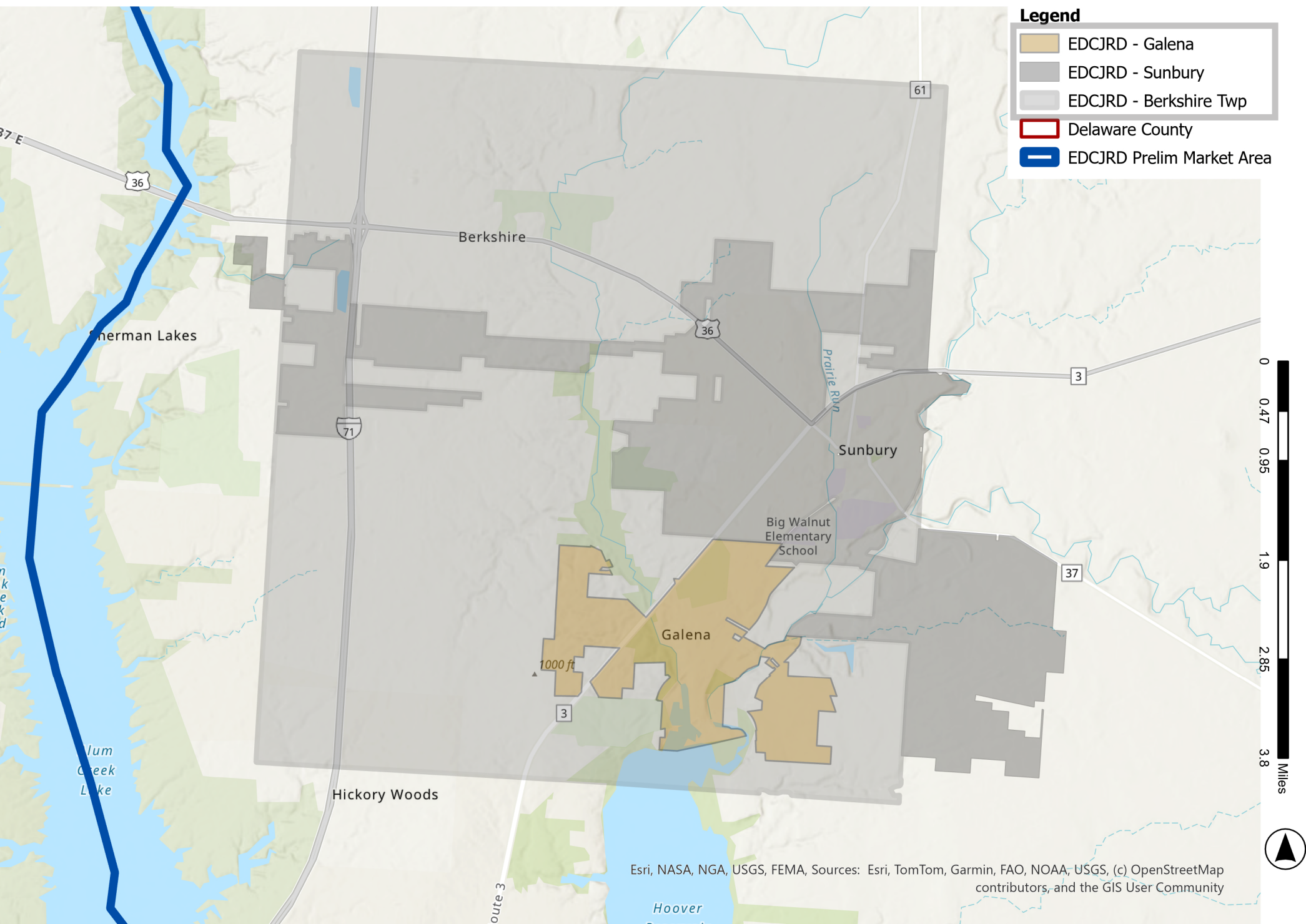


Preliminary Market Area for new EDCJRD Community Center

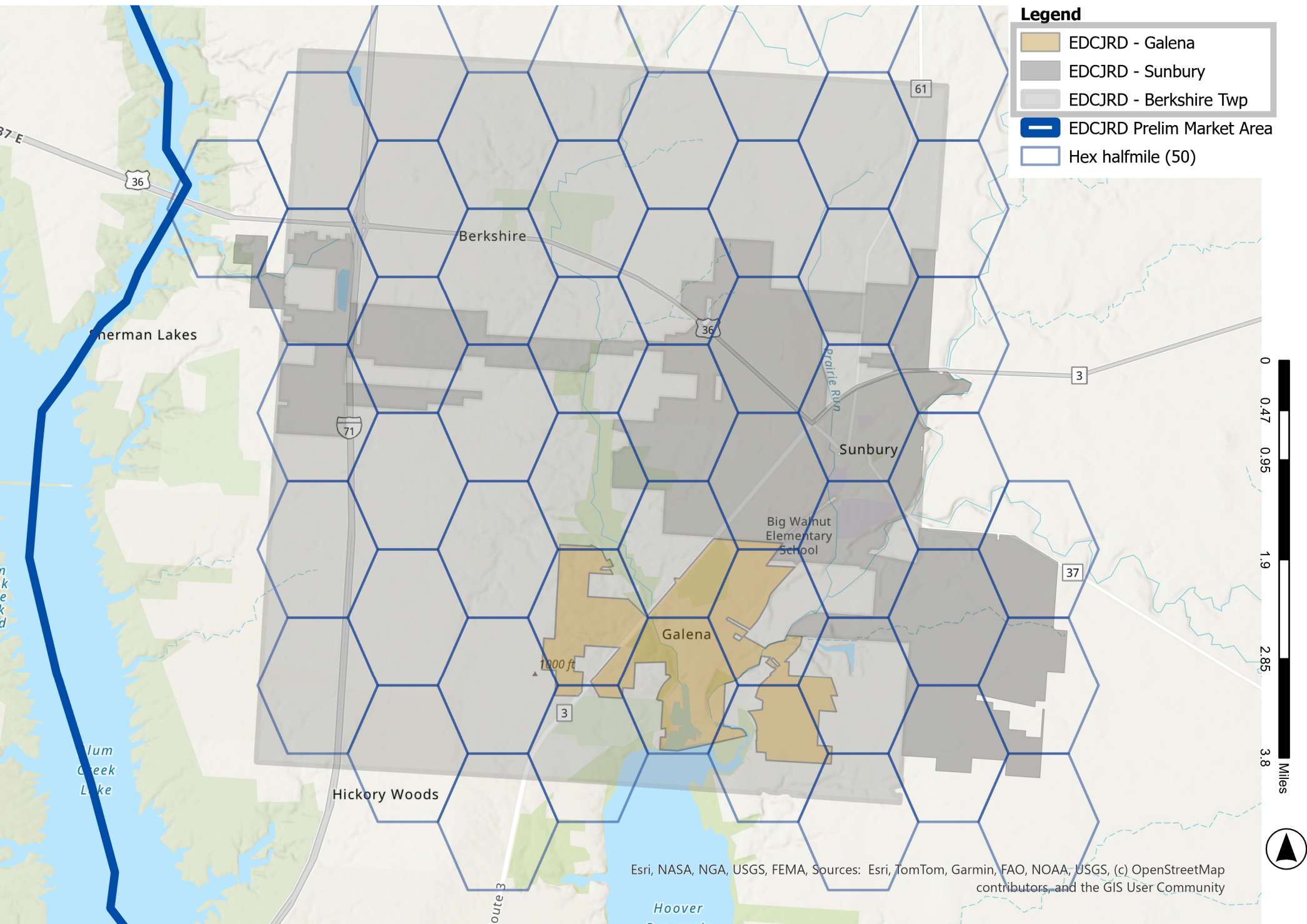


Analyze the Entirety of the EDCJRD for Development Suitability

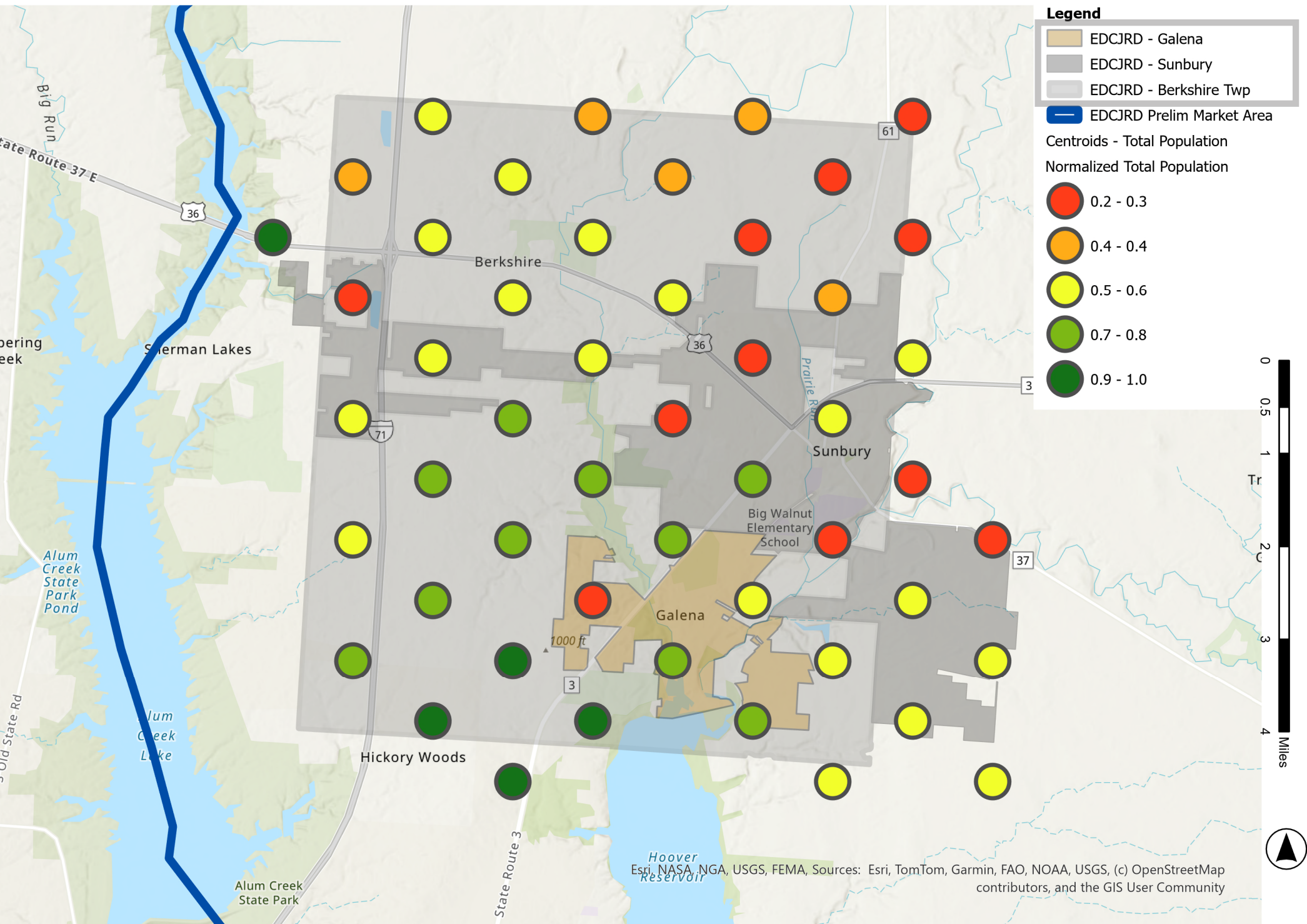
Site Selection Analysis - Where should the EDCJRD Community Center go?



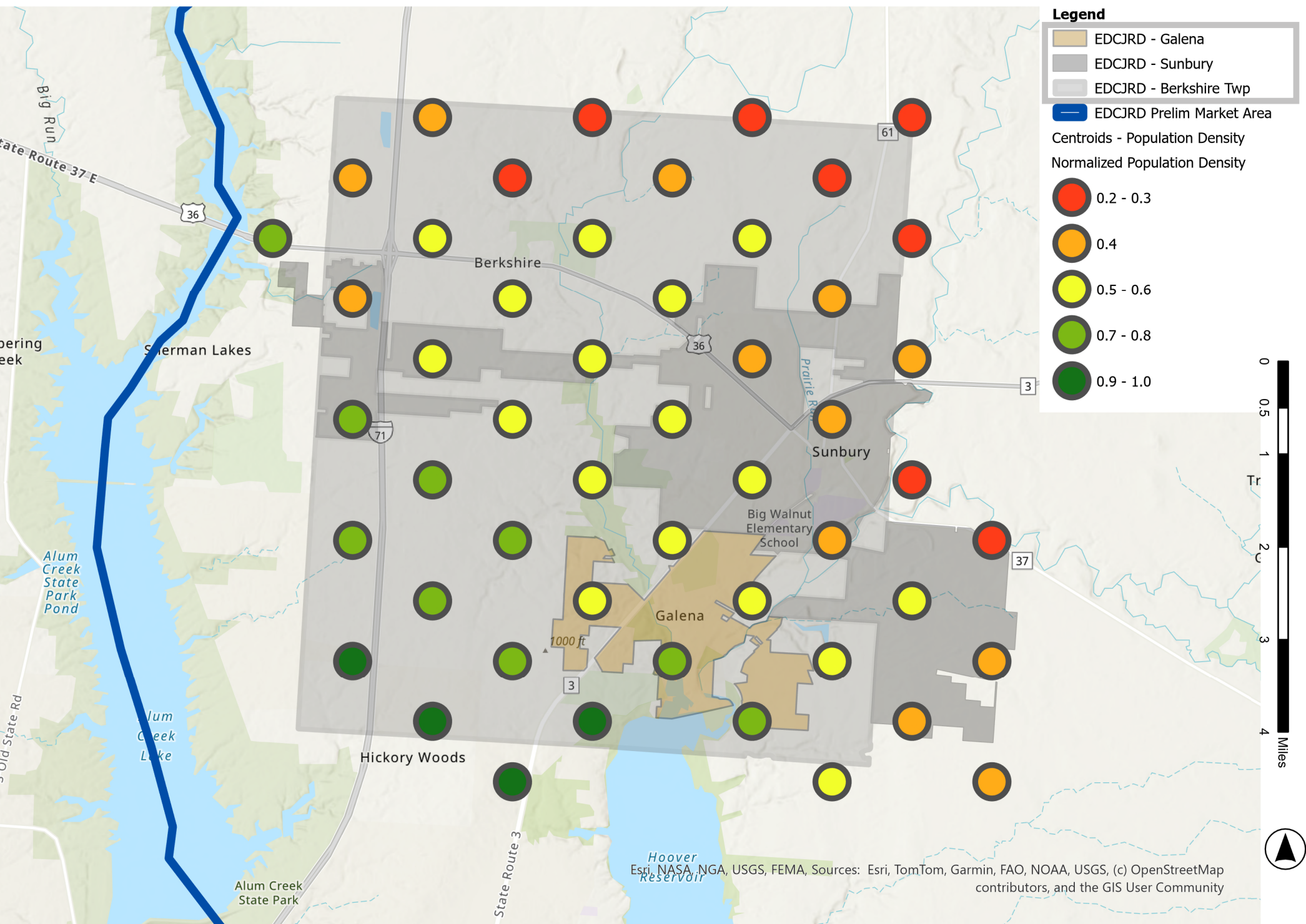
Site Selection Analysis - Site potential modeling across entirety of EDCJRD (50 sub-areas)



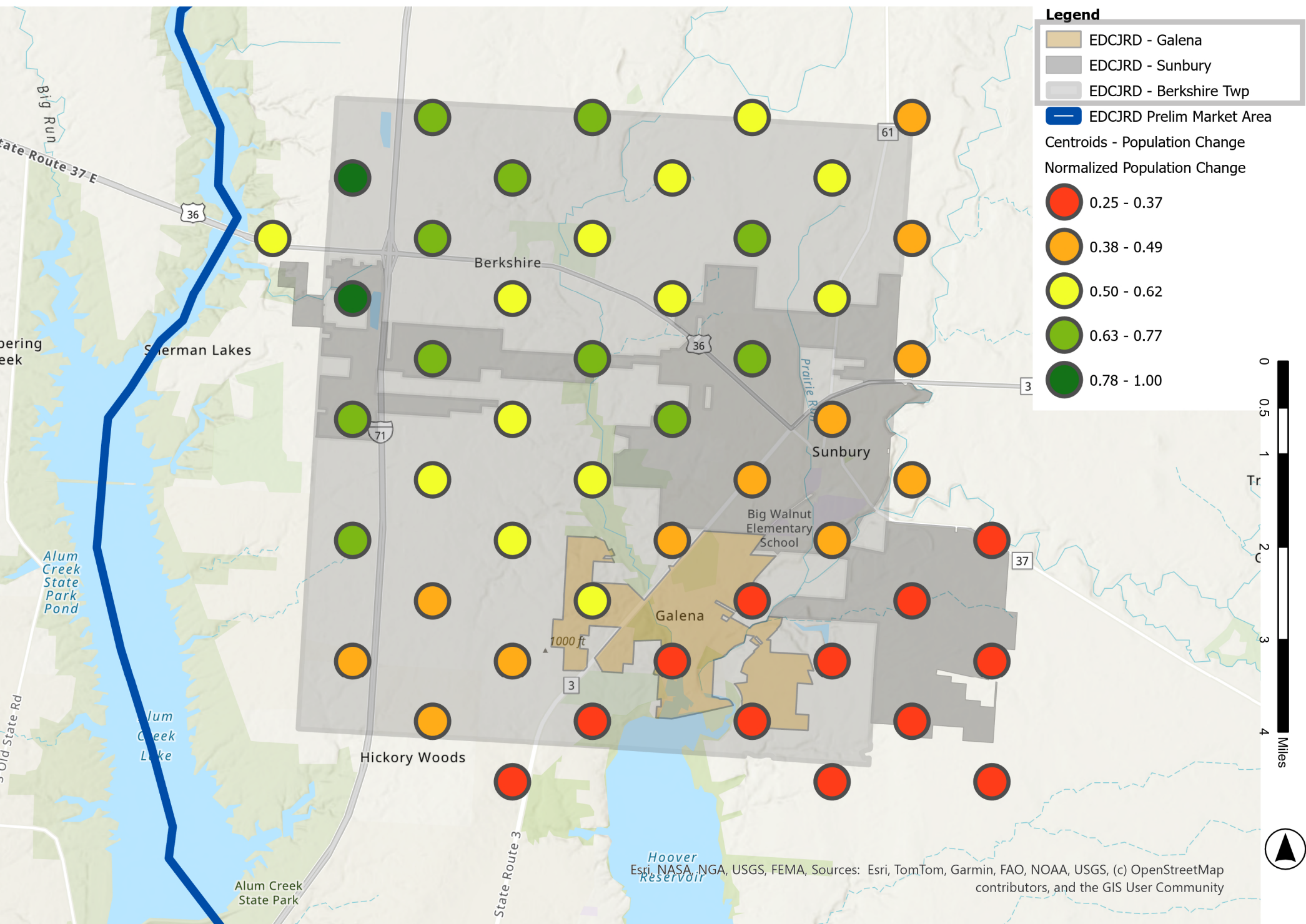
Site Selection Analysis - Total Population (2025)



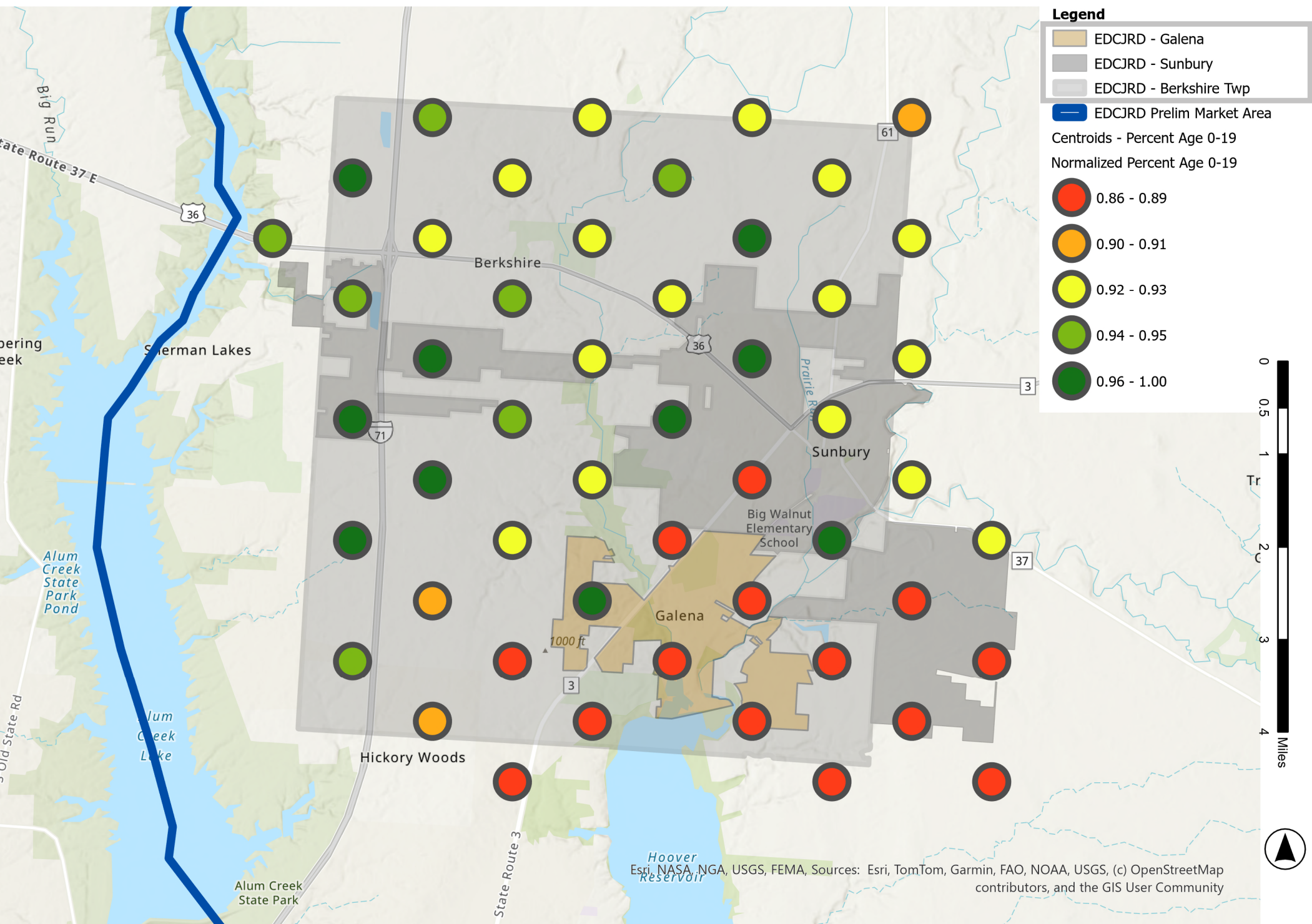
Site Selection Analysis - Population Density (2025)



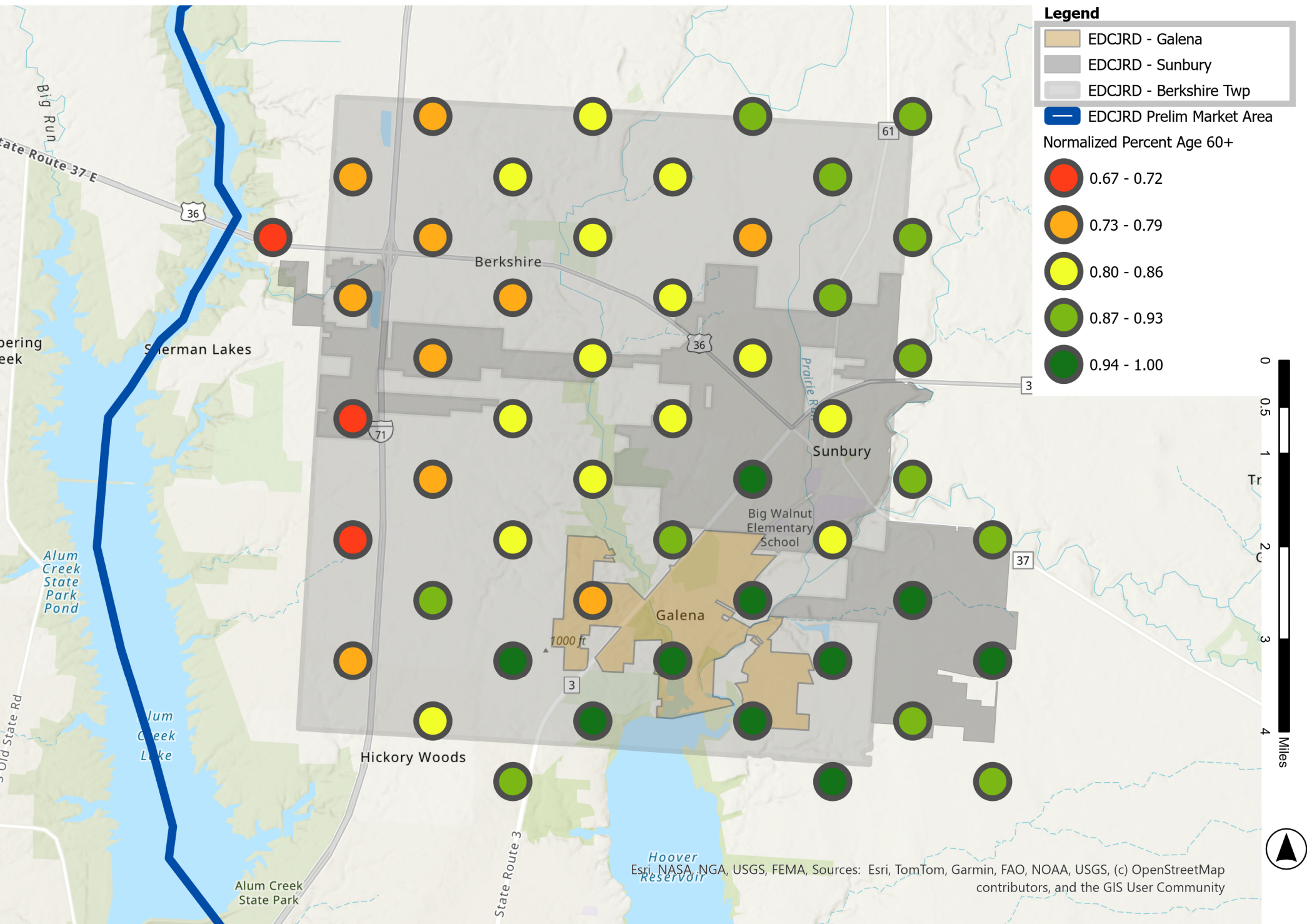
Site Selection Analysis - Projected Change in Population (2025-2030)



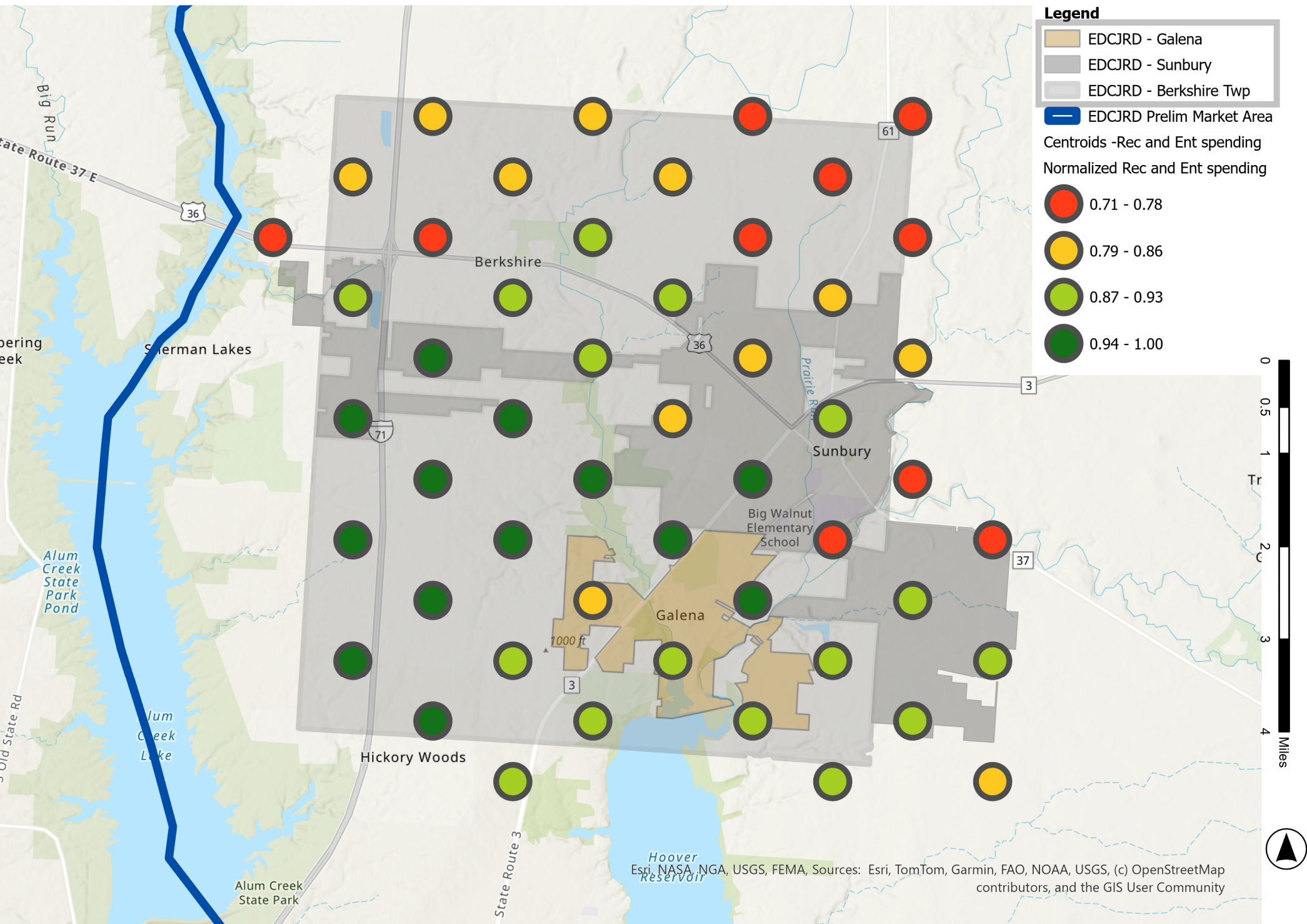
Site Selection Analysis - Population Age 0-19 (2025)



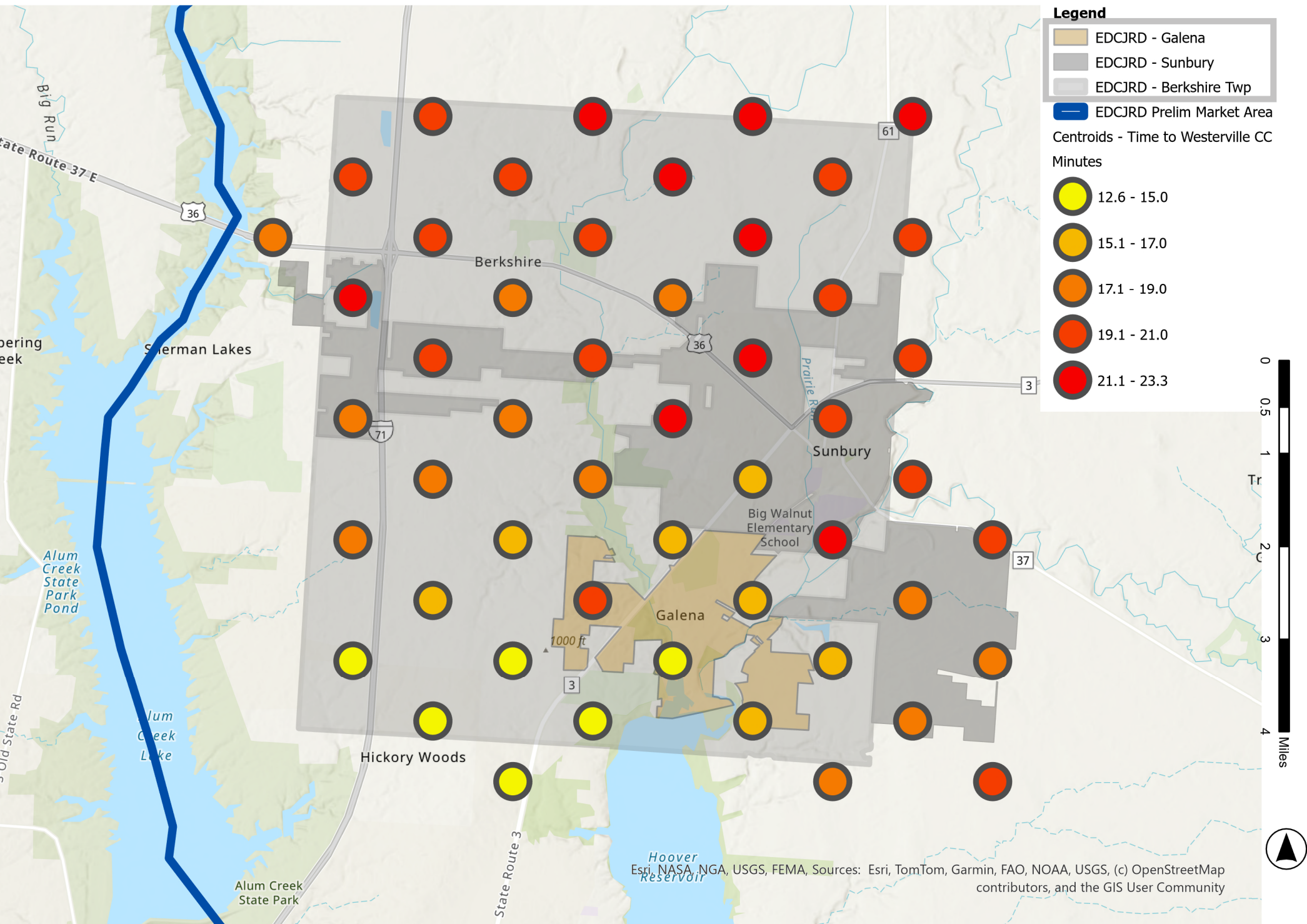
Site Selection Analysis - Population Age 60+ (2025)



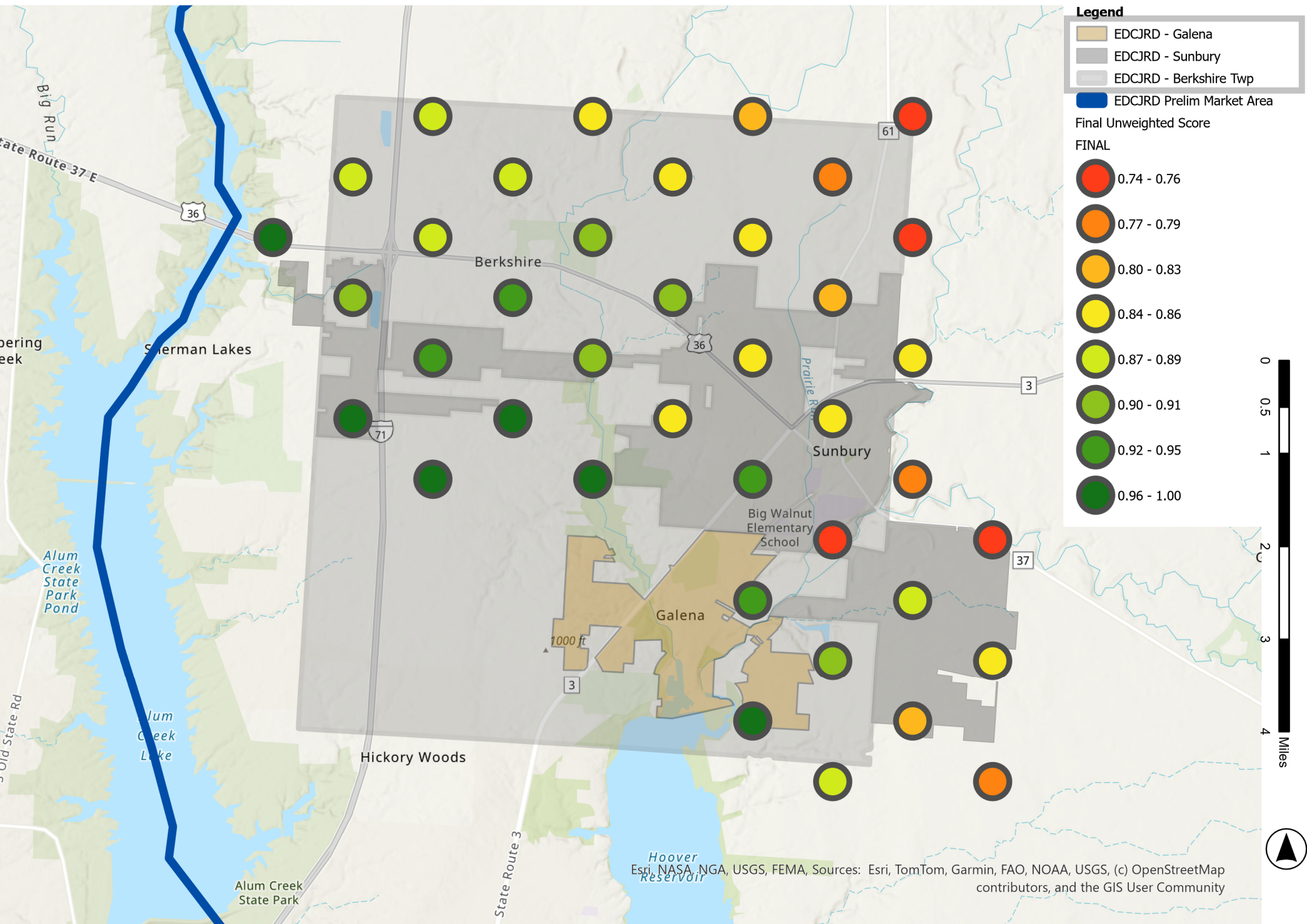
Site Selection Analysis - Recreation and Entertainment Spending (2025)



Site Selection Analysis - Travel Time to Westerville Community Center



Site Selection Analysis - Location Desirability Score (unweighted)



Next Steps

- **Determine the various amenities and their site requirements**
- **Consider the proximity to similar amenities (e.g. swimming pool, etc.)**
- **Consider utility & road infrastructure**
- **Parcel availability within the highest scoring area based on these factors (and more).**

EDJRD Community Recreation Center Feasibility Study Community Engagement

Workshop 02 | Date 02.11.26



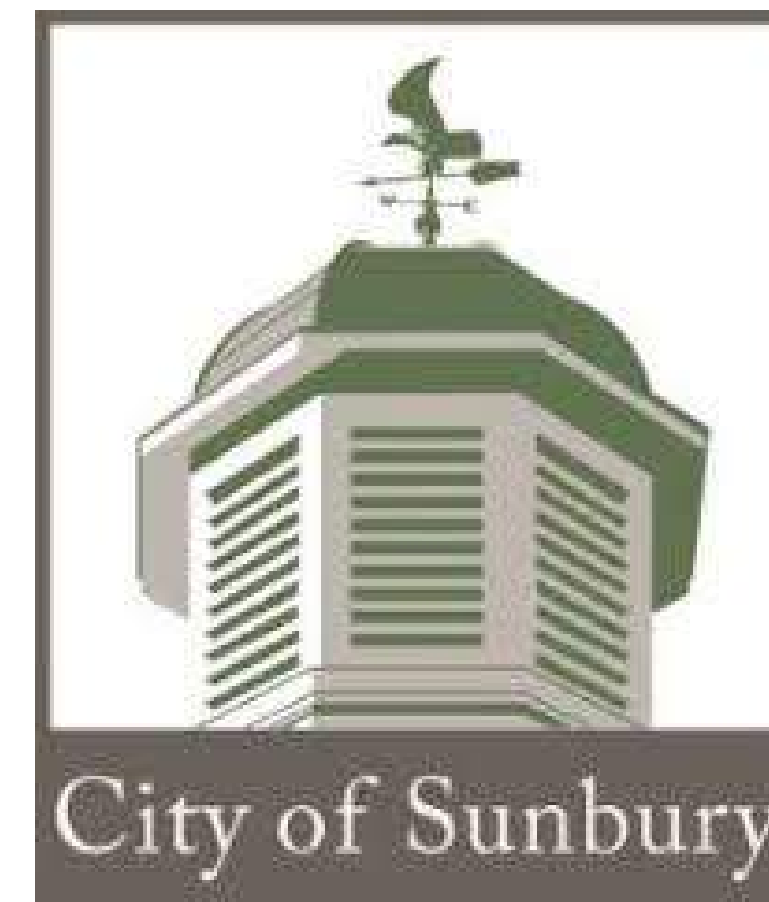
WORKSHOP GOALS

This Feasibility Study is as much a process as it is a final deliverable. **Community Engagement is the primary driver for the study.** Our process is focused on listening, validating issues and concerns, while facilitating a process that is focused on common goals.

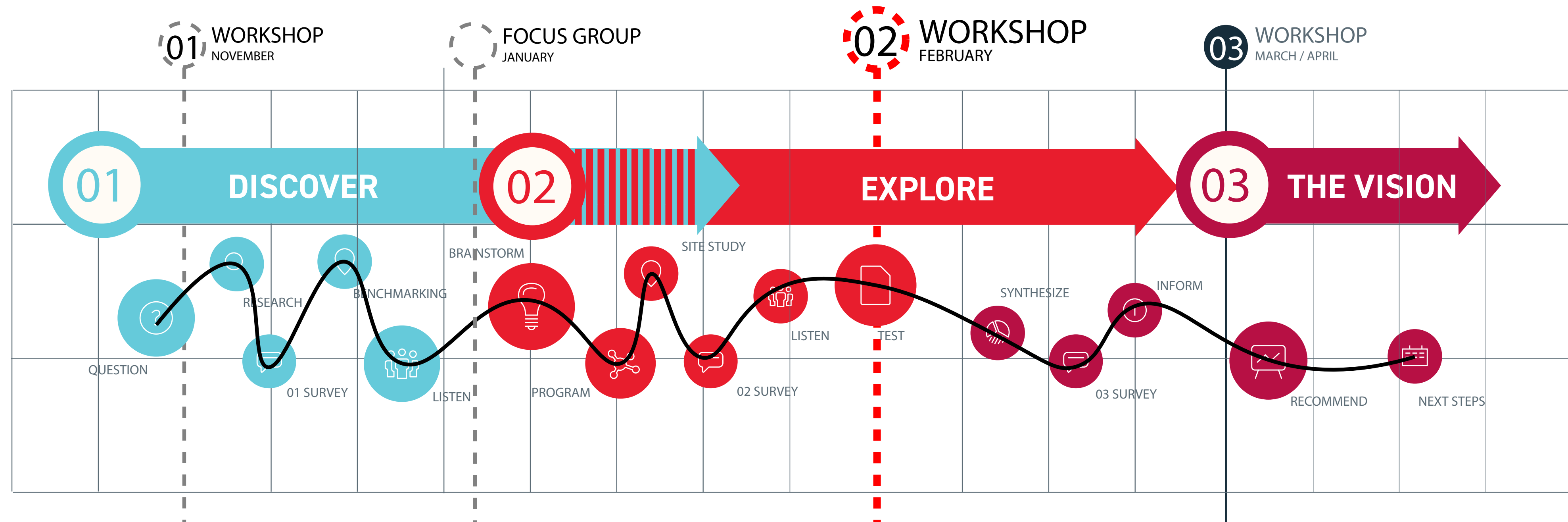
Primary objective is to determine the feasibility of building a new Community Recreation Center within the Eastern Delaware Joint Recreation District (EDJRD).

The feasibility study will collect data and explore options focusing on:

- Financial Feasibility (Capital Operational)
- Site feasibility (Location, size, accessibility, utilities)
- Programming (What should the project include, size)
- Public Perception (does the community want this)
- Transparent, Open Process / Approach



COMMUNITY ENGAGEMENT



Workshop 01 - What we heard:

- Open discussion was largely supportive of the concept of a community center
- Family oriented facility that meets the needs of the entire community
- Flexibility and expansion should be considered - challenged to plan ahead to ensure enough land is available to meet the community and recreation needs of the area

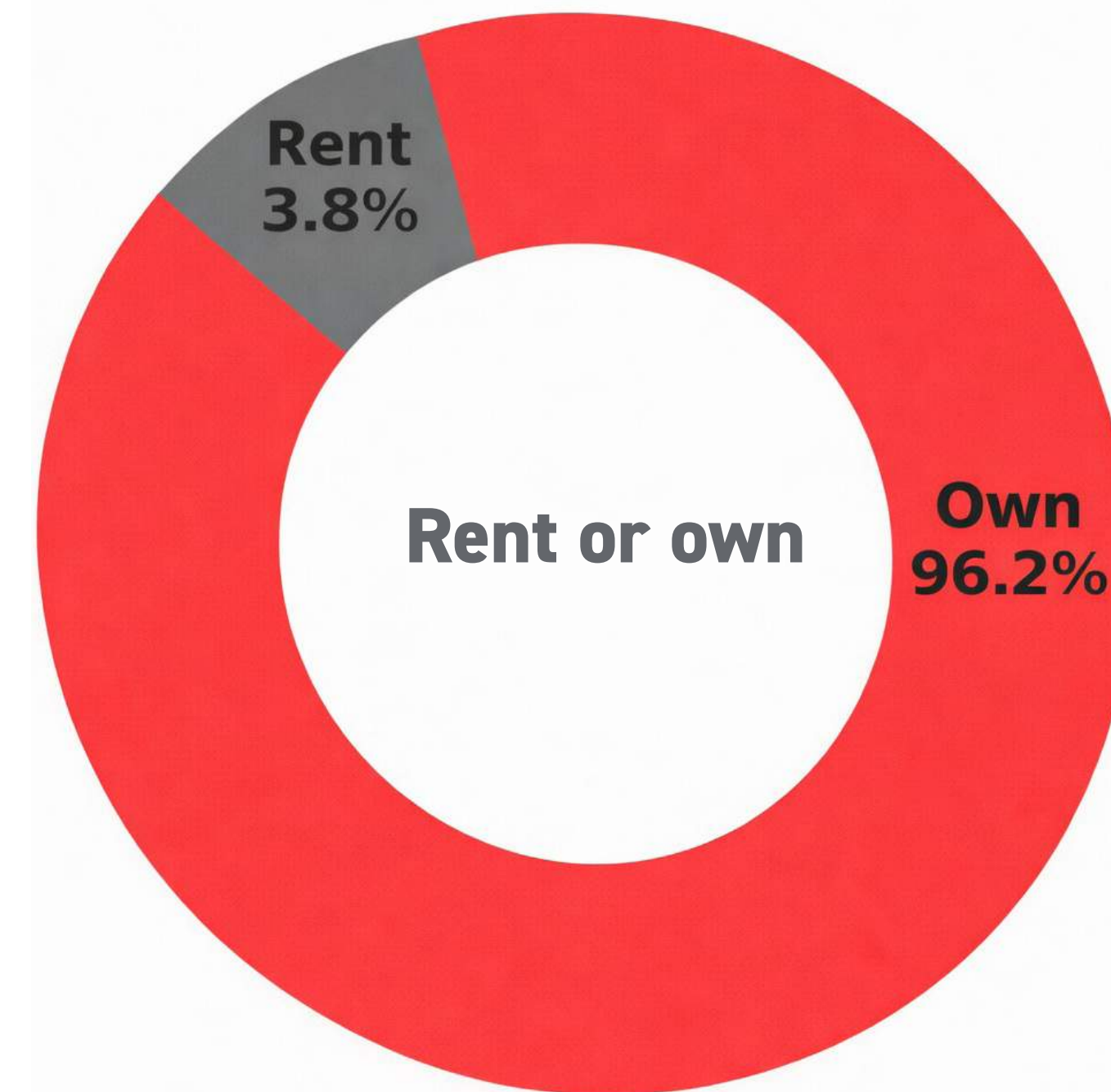
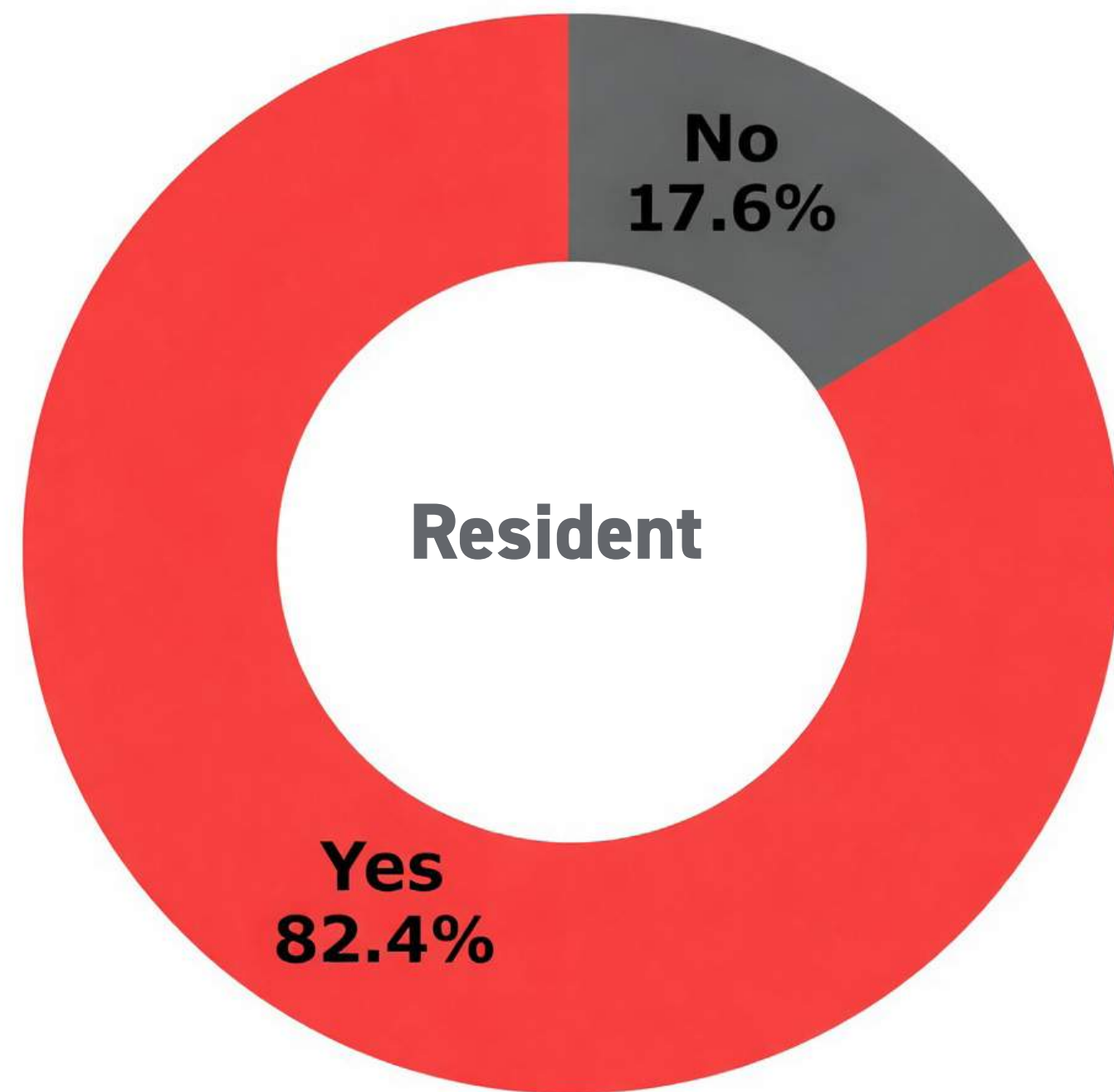
ONLINE SURVEY

Posted November 2025 - January 2026

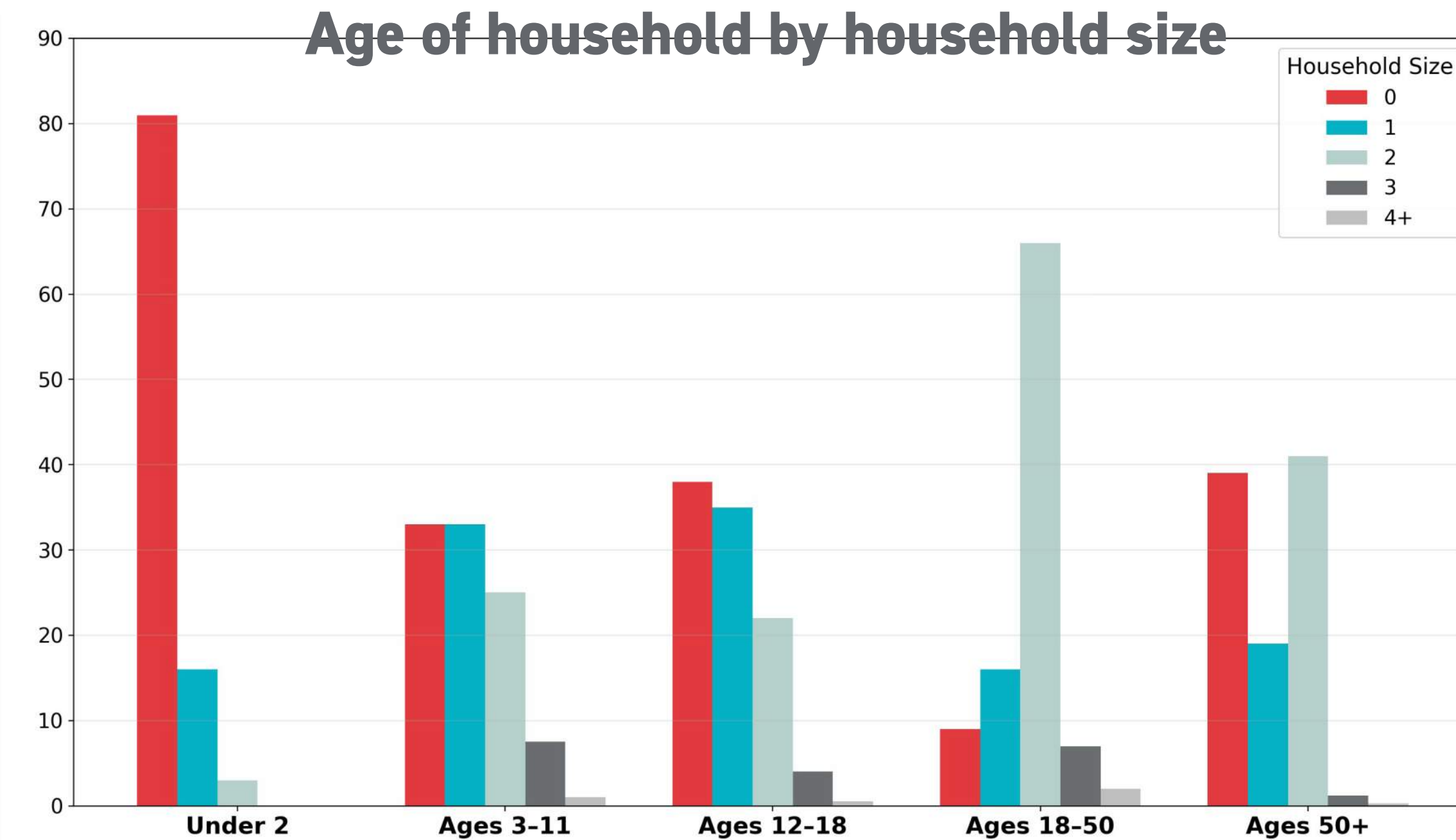
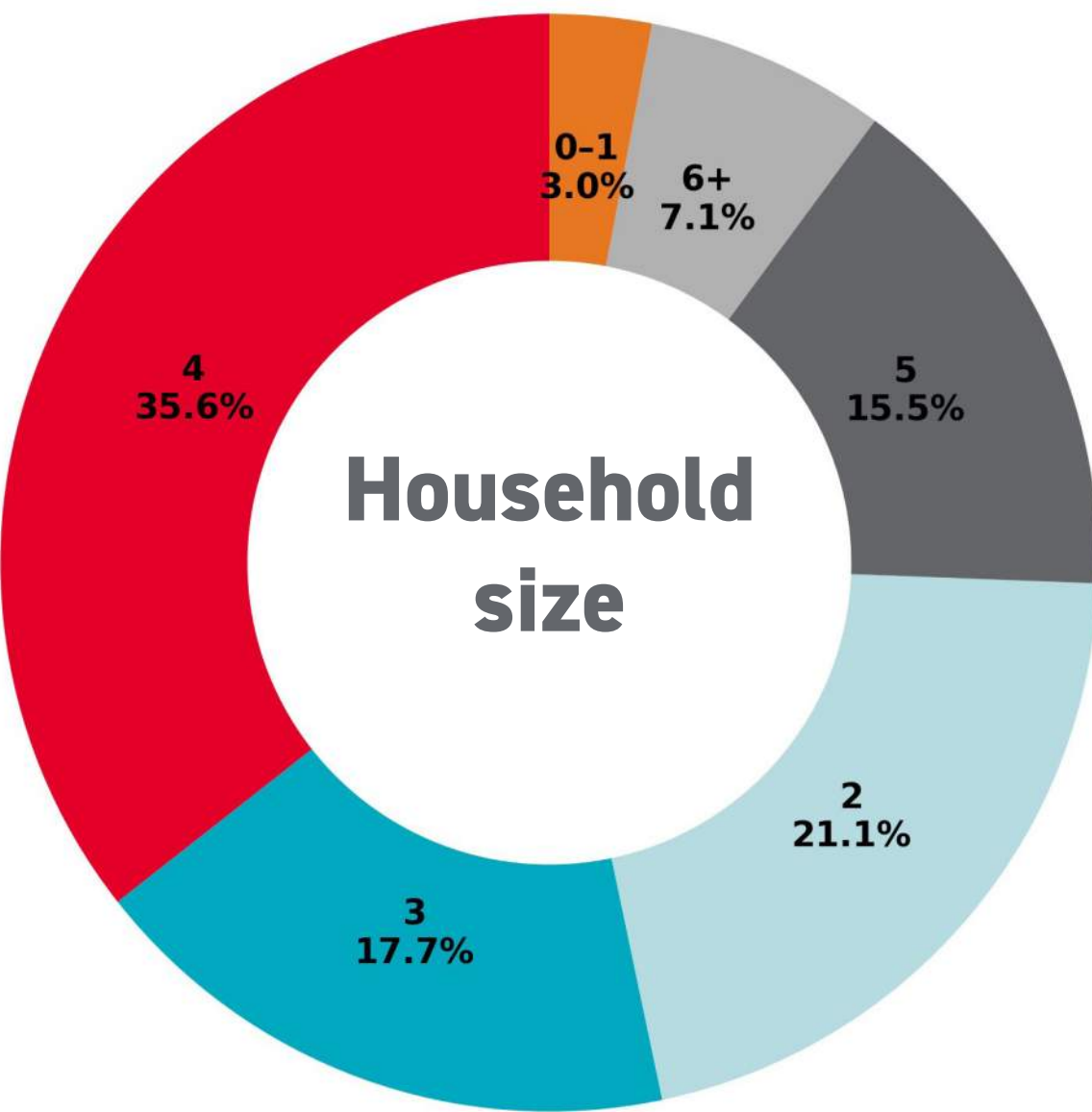
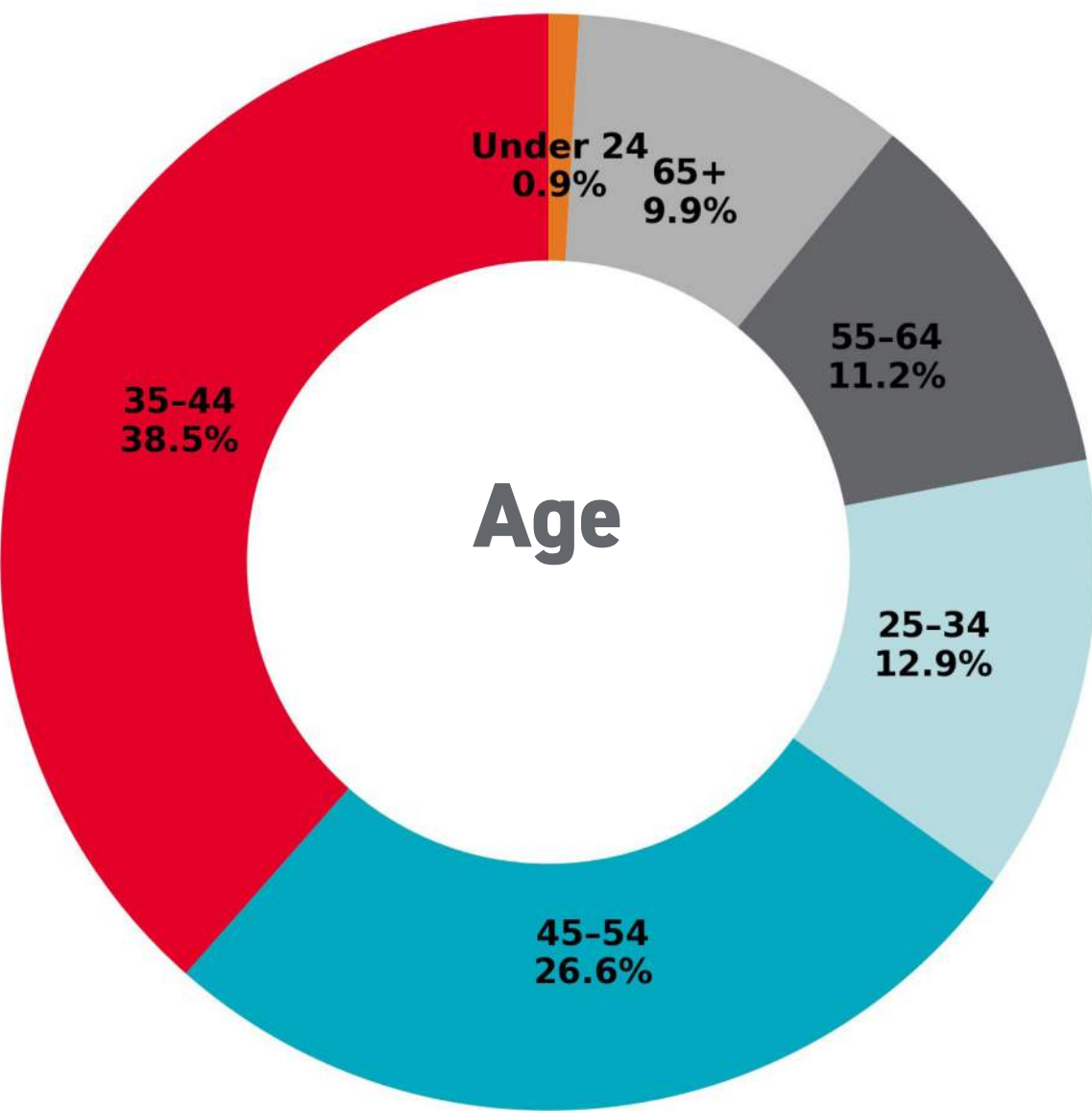
1,430 Participants



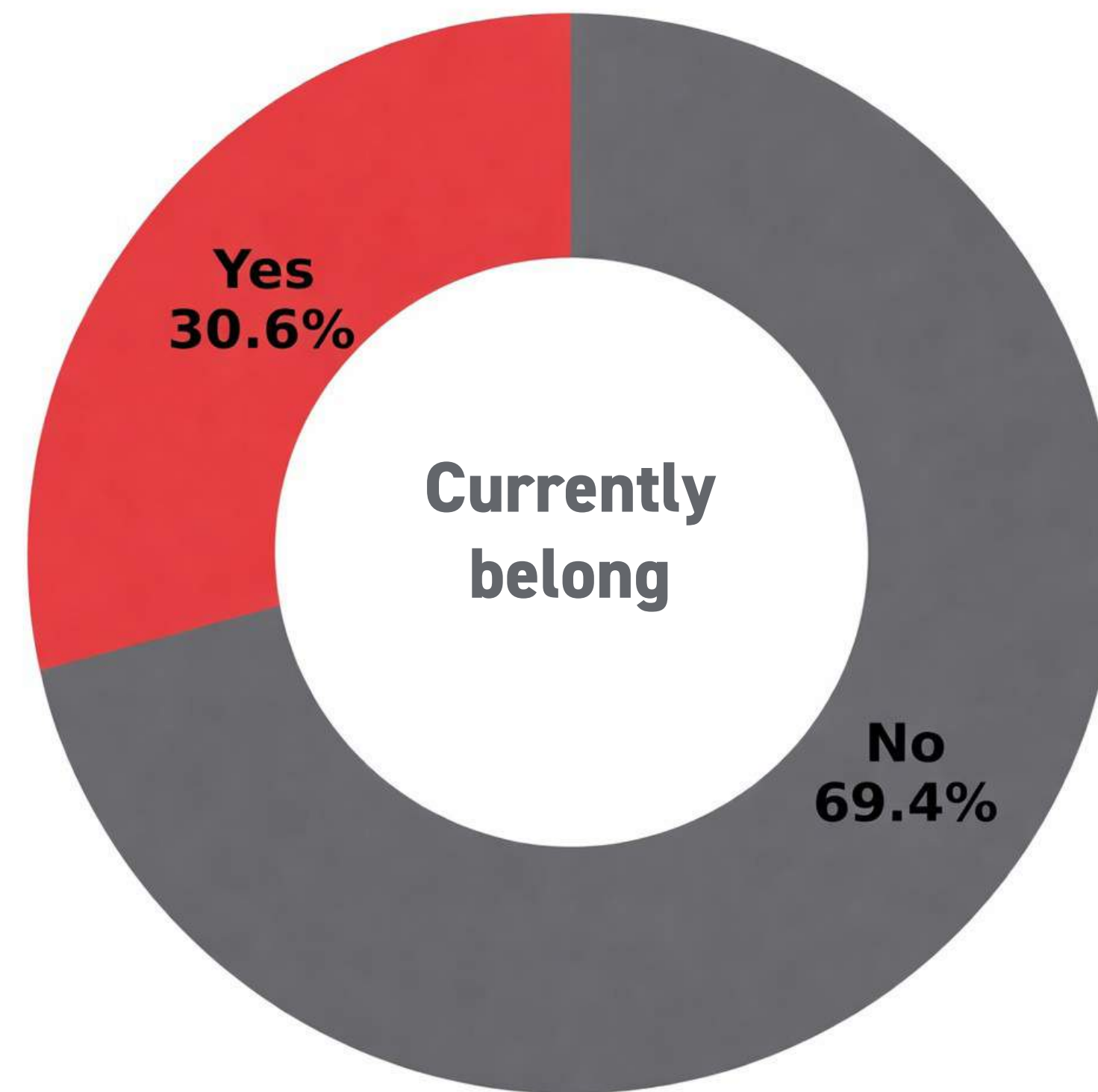
Resident of Berkshire Township, the Village of Galena, or the City of Sunbury



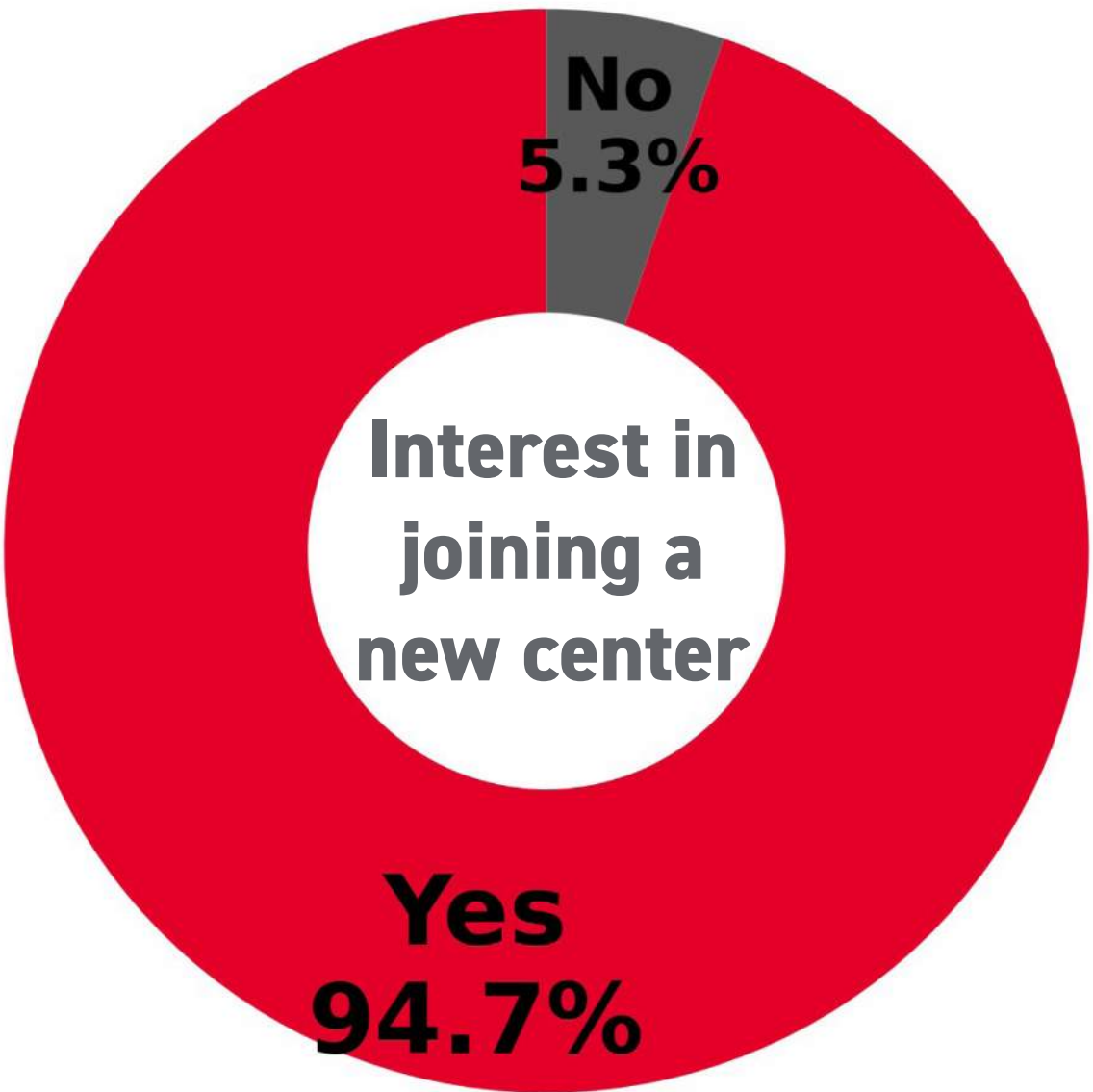
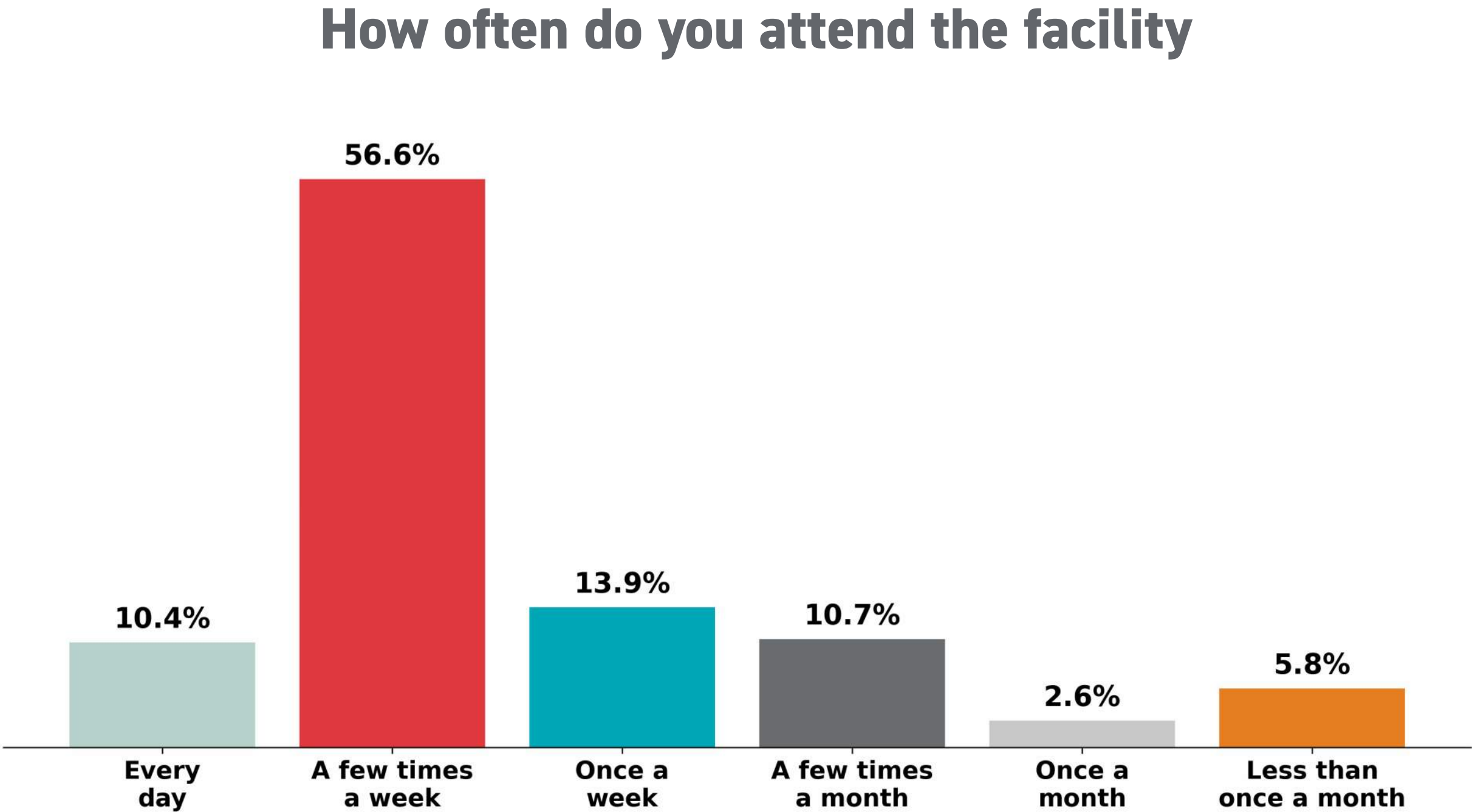
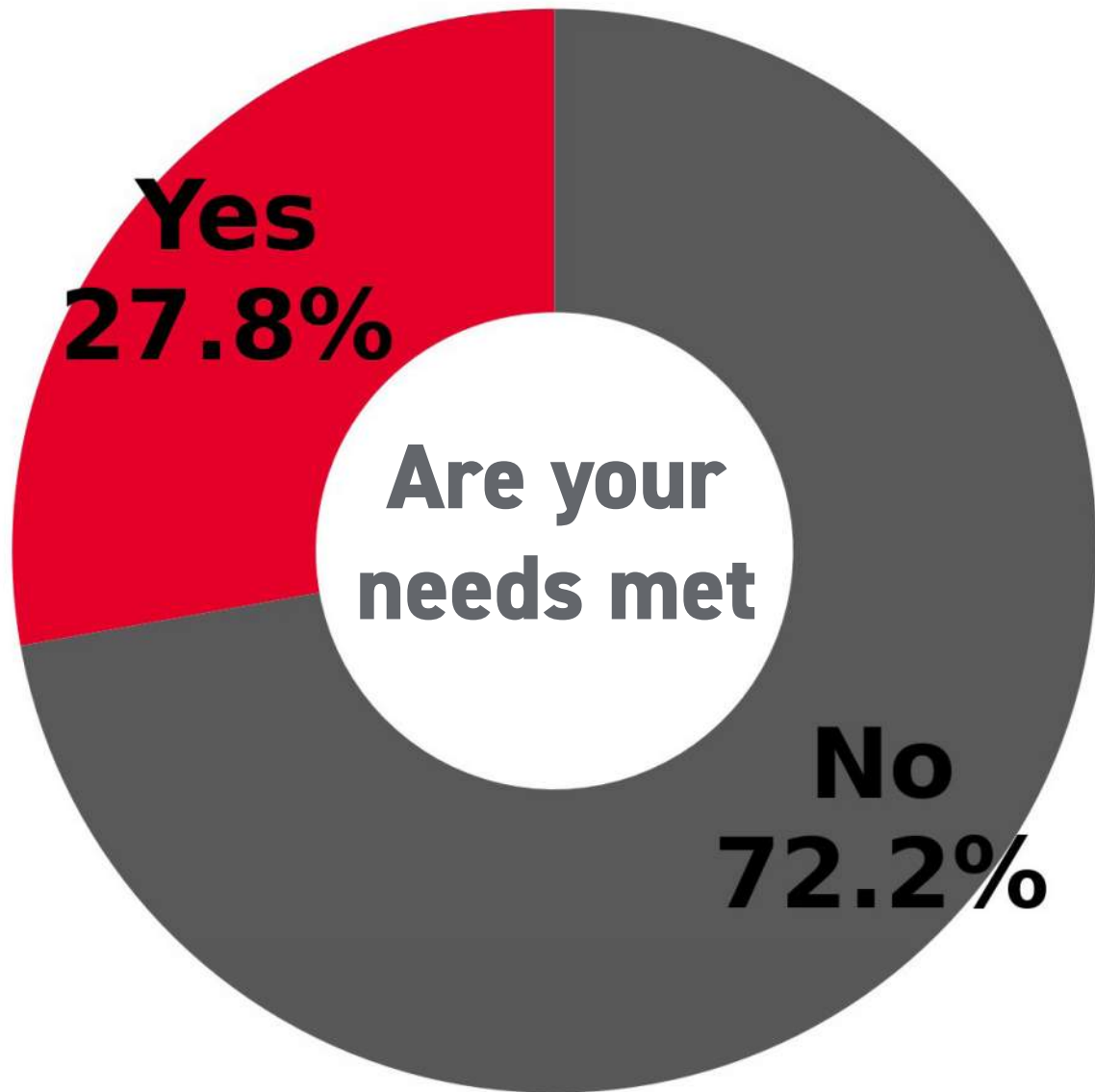
Demographics of participant and household



**Do you and/or your household currently belong to a recreation,
fitness, or community center**

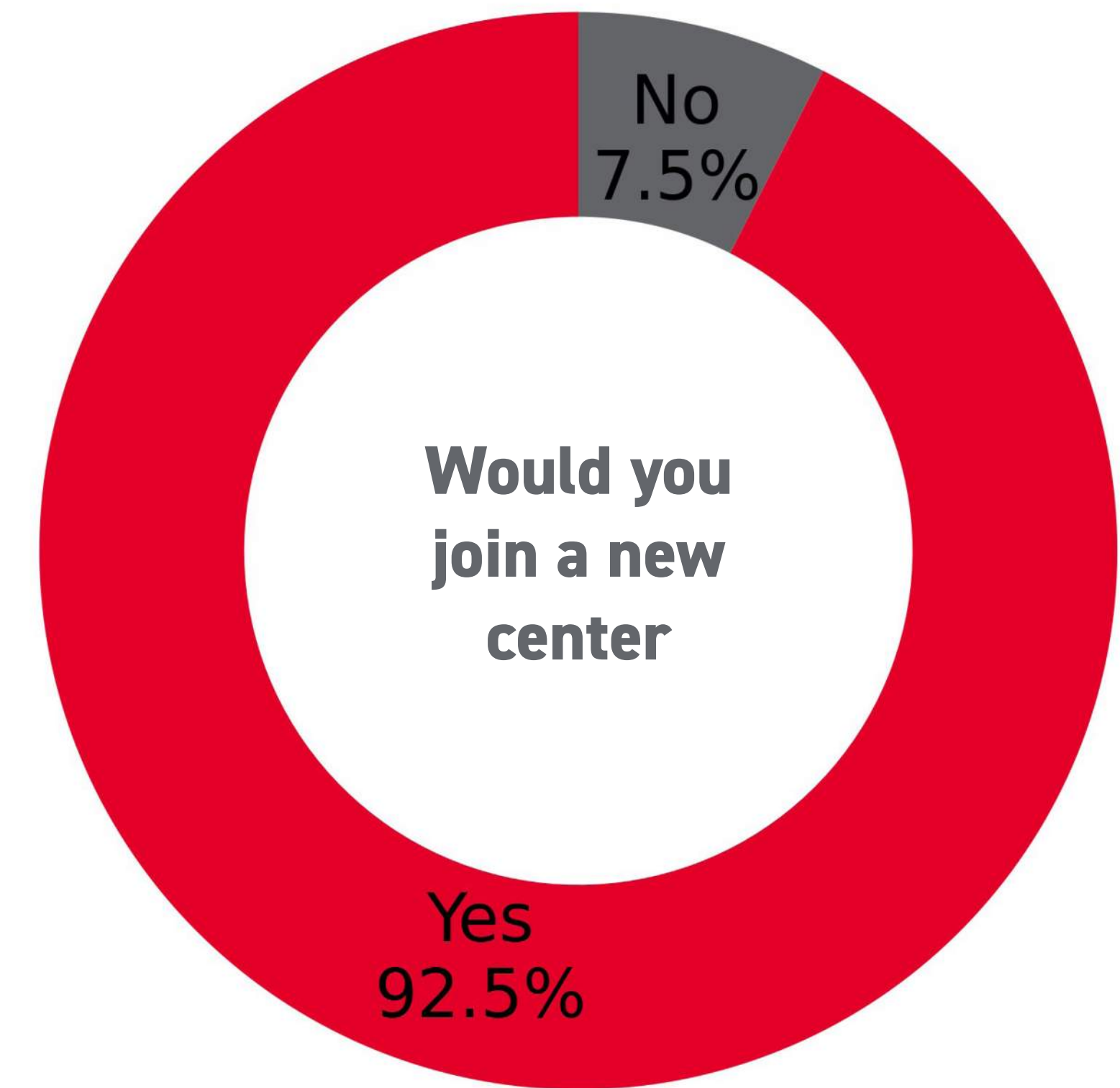
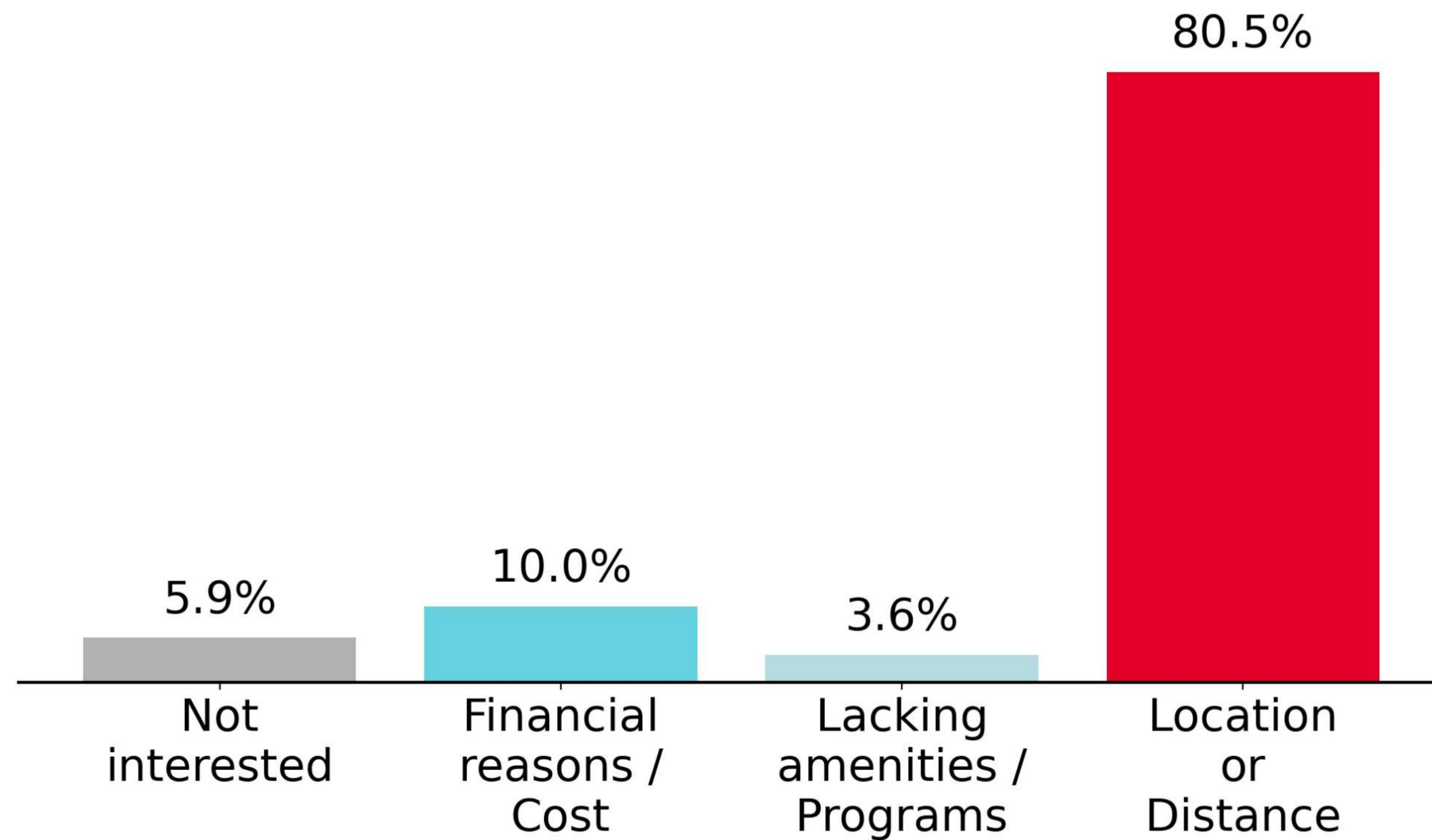


Currently belong to a center



DO NOT currently belong to a center

What has prevented you from joining?



Ranking of community center amenities

Tier 1 Core Expectations Highest Priority	Tier 2 Community Enhancers High Priority	Tier 3 Targeted Amenities Moderate Priority	Tier 4 Limited Demand Lower Priority	Tier 5 Lowest Priority Minimal Demand
• Cardio fitness equipment • Strength training equipment • Indoor leisure pool • Family locker rooms & restrooms • Indoor walking track • Program rooms • Outdoor leisure pool • Indoor lap pool	• Indoor wood floor courts • Outdoor walking trails • Multipurpose community / event space • Rubberized indoor courts • Outdoor playground • Outdoor sports fields • Outdoor gathering space	• Indoor play area for kids • Senior social gathering space • Rentable party room • Indoor social gathering space • Outdoor lap pool • Art classroom • Cafe	• Child watch • Demonstration / cooking kitchen • Vending machines • Competitive lap swimming pool	• Billiards area • Remote work space • E-sports / computer room

What other programs and features would you like to see?

Key themes that came up most often:

- **Aquatics is the loudest signal:** indoor pool is repeatedly called a “must,” plus swim lessons (including baby/toddler), lap lanes, water aerobics, and competitive swim needs.
- **Instructor-led fitness is highly desired:** yoga, Pilates, barre, Zumba/Jazzercise, cycling/spin, kickboxing, strength training, stretching/tai chi
- **Sports space—especially indoor turf:** strong interest in indoor turf for year-round training (soccer/baseball/football/lacrosse), plus courts (basketball/volleyball/pickleball) and indoor soccer.
- **More for kids + teens:** requests for safe teen/pre-teen hangout space, after-school programs/clubs, youth sports, and summer camps; kids play areas also repeated.
- **Wellness/recovery amenities:** frequent mentions of sauna/steam room/hot tub, with some interest in spa-style recovery (cold plunge, red light therapy, massage).
- **Arts + community events:** notable demand for a theater/stage/auditorium, along with music programming and community events (markets, movie nights).

Practical Considerations:

- **Affordability:** requests for reasonable rates, resident discounts, and no/low tax impact.
- **Convenience & access:** location near Sunbury, trail connections/walkability, adequate parking, and extended hours.
- **Avoid duplication:** some caution about overlapping offerings with the library and nearby parks.

Partnership opportunities

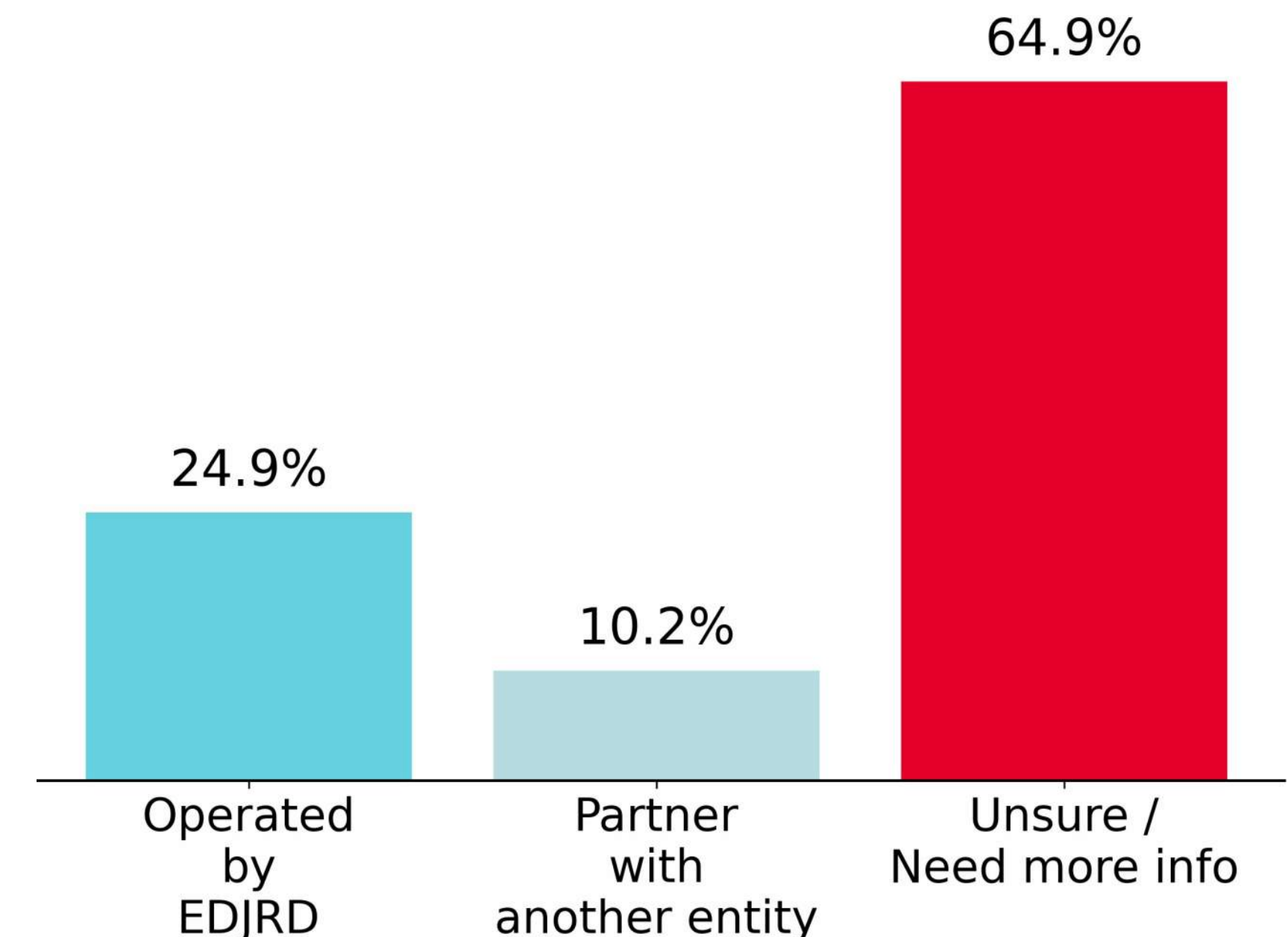
If the community center had a partner, who should they be, or what types of services should they provide?

Respondents most often envision a community center paired with a **health/wellness anchor**—especially PT/rehab and medical outreach—supported by wellness services (massage/nutrition/recovery) and a healthy café, with mixed appetite for a YMCA-operated model.

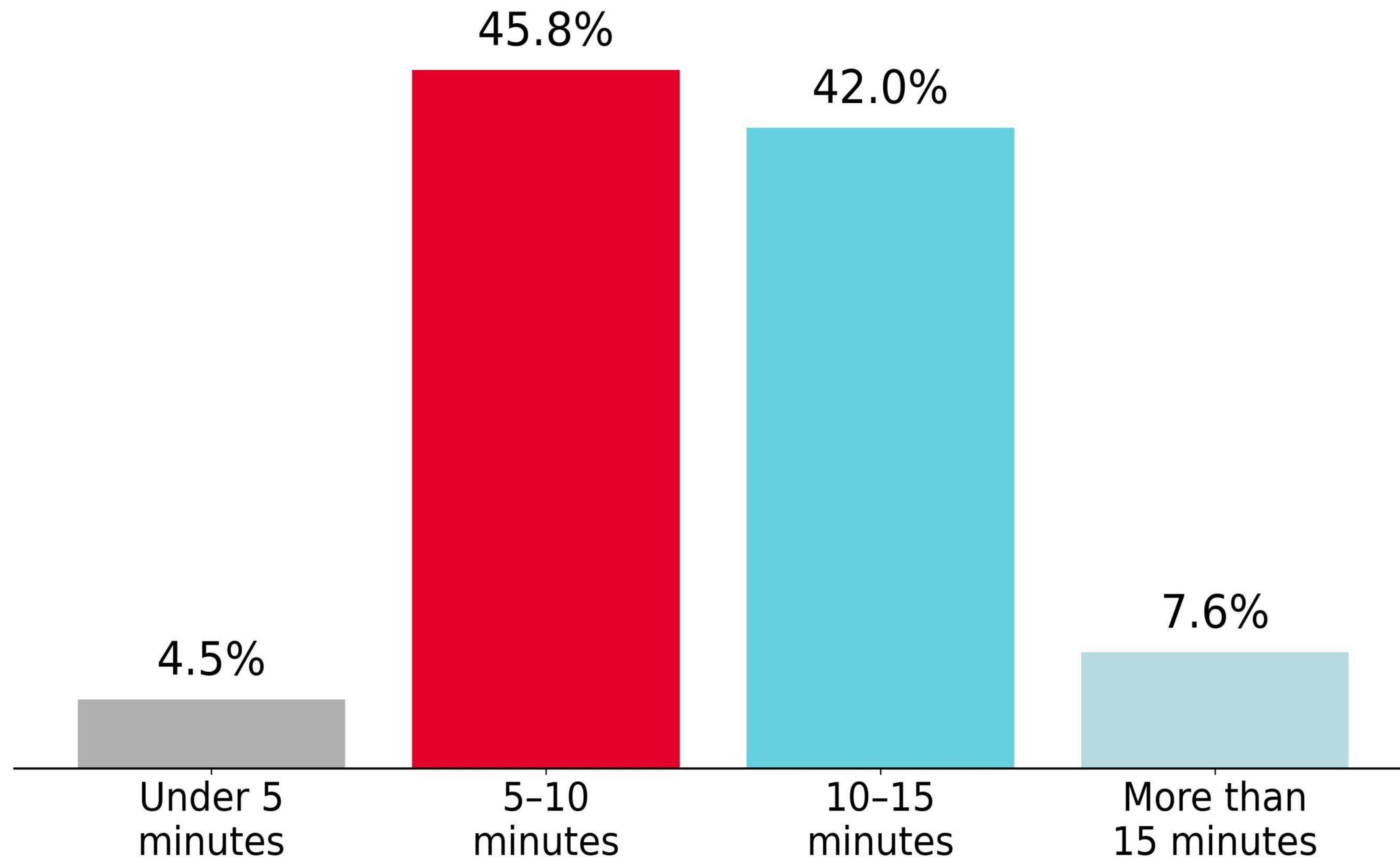
In what ways should the community center partner with other organizations?

Respondents want partnerships that primarily benefit **Big Walnut Schools** and local families—especially by providing a **local pool** for swim/dive teams and lessons, plus shared access to courts/fields for practices, clinics, and tournaments. They also strongly support partnerships that expand **after-school/summer programming and childcare**, add **health/wellness services** (PT, screenings, nutrition), and enable **nonprofits/community groups** to host drives and events—so long as partners don't crowd out residents and ideally help **offset costs through sponsorships or rentals**.

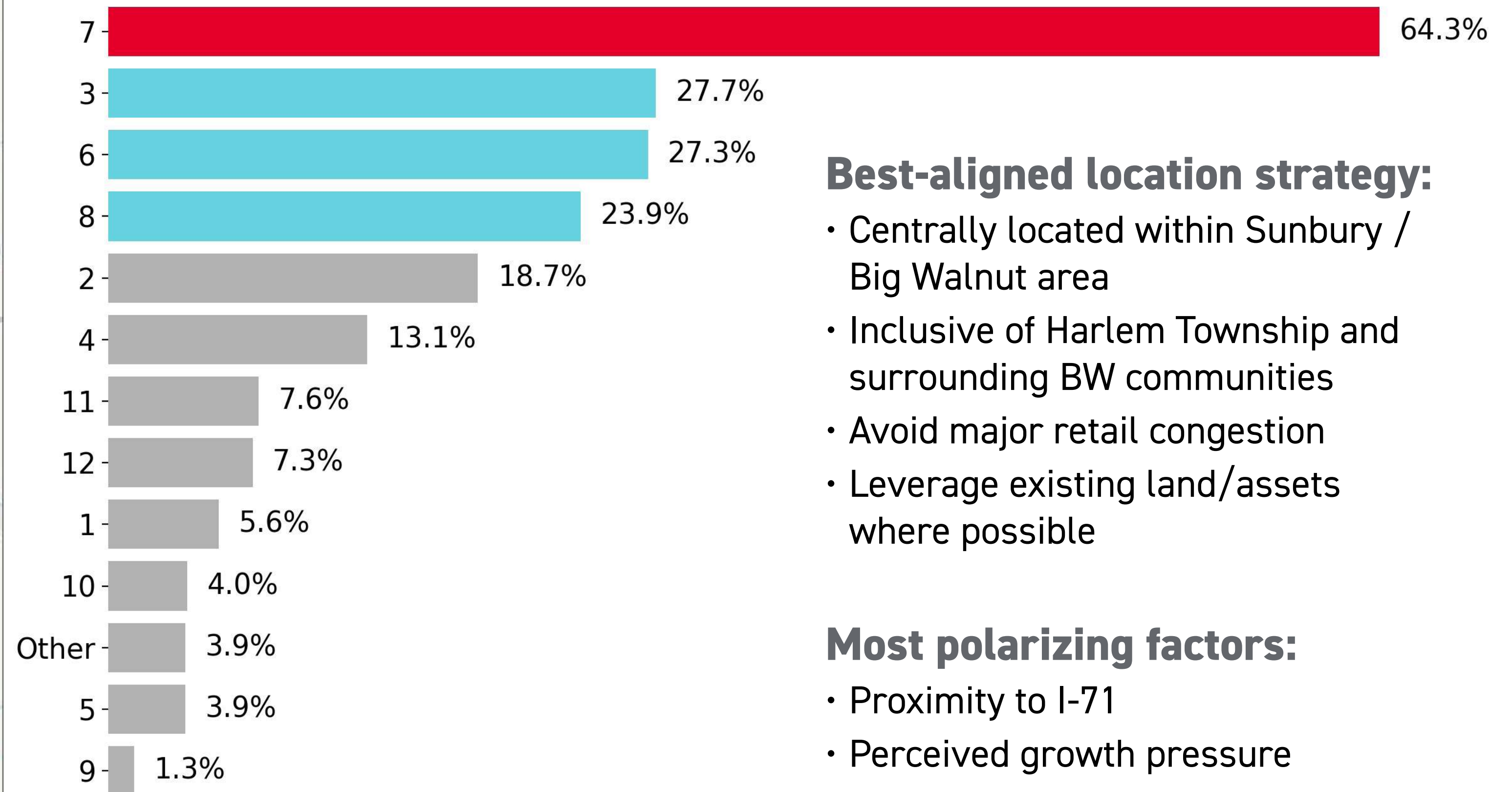
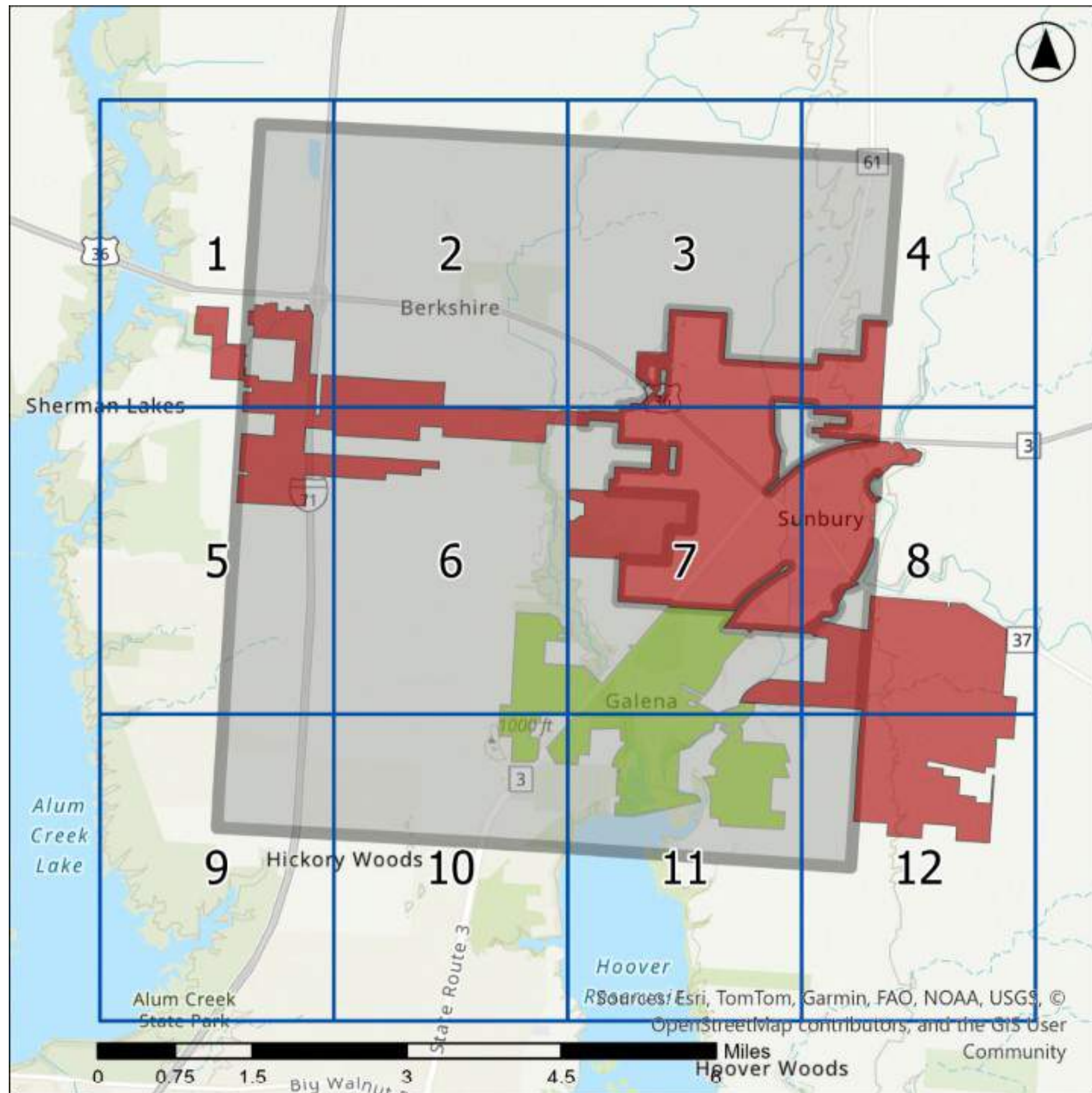
Should the new Community Center be operated by the Eastern Delaware Joint Recreation District or partner with another entity such as the YMCA?



How far would you be willing to drive to utilize this type of facility?



Please indicate your preferred or recommended location for the new community center



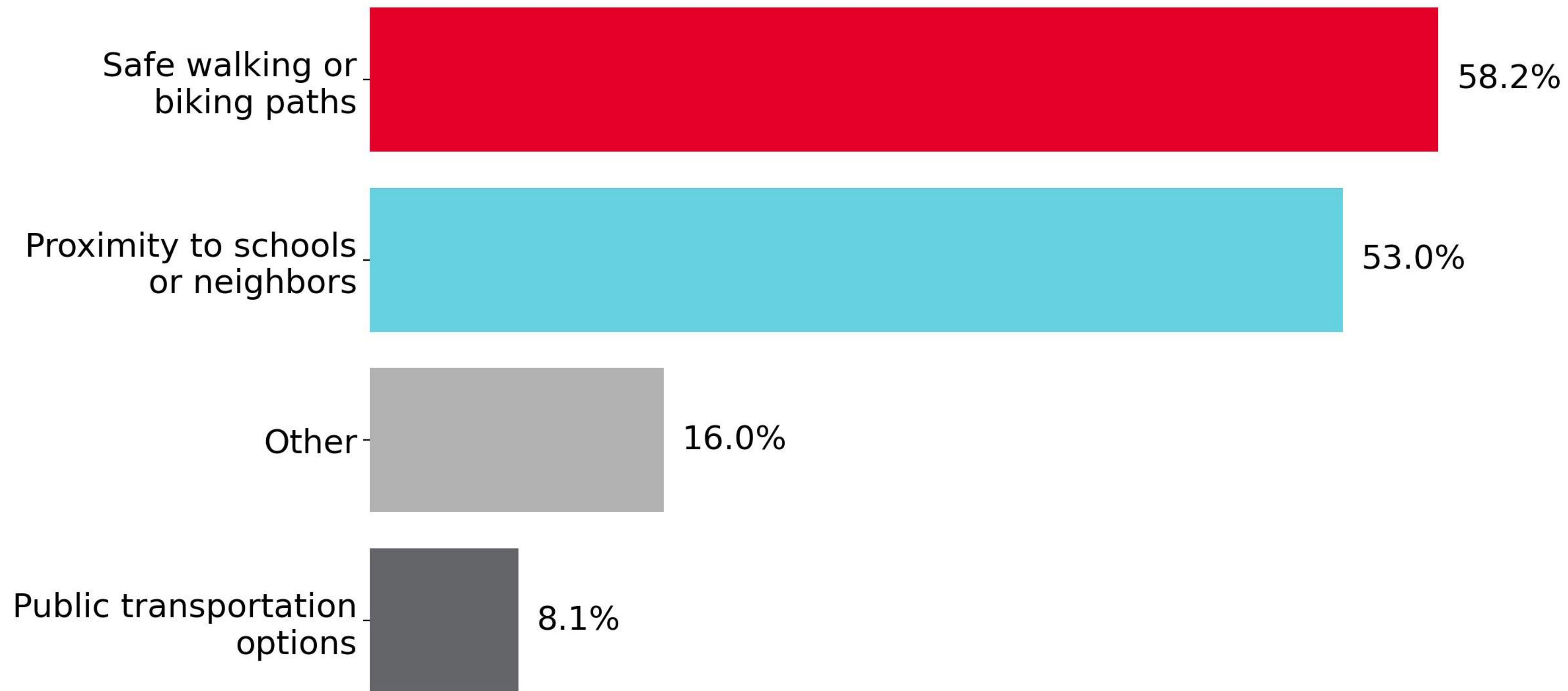
Best-aligned location strategy:

- Centrally located within Sunbury / Big Walnut area
- Inclusive of Harlem Township and surrounding BW communities
- Avoid major retail congestion
- Leverage existing land/assets where possible

Most polarizing factors:

- Proximity to I-71
- Perceived growth pressure
- Public Cost

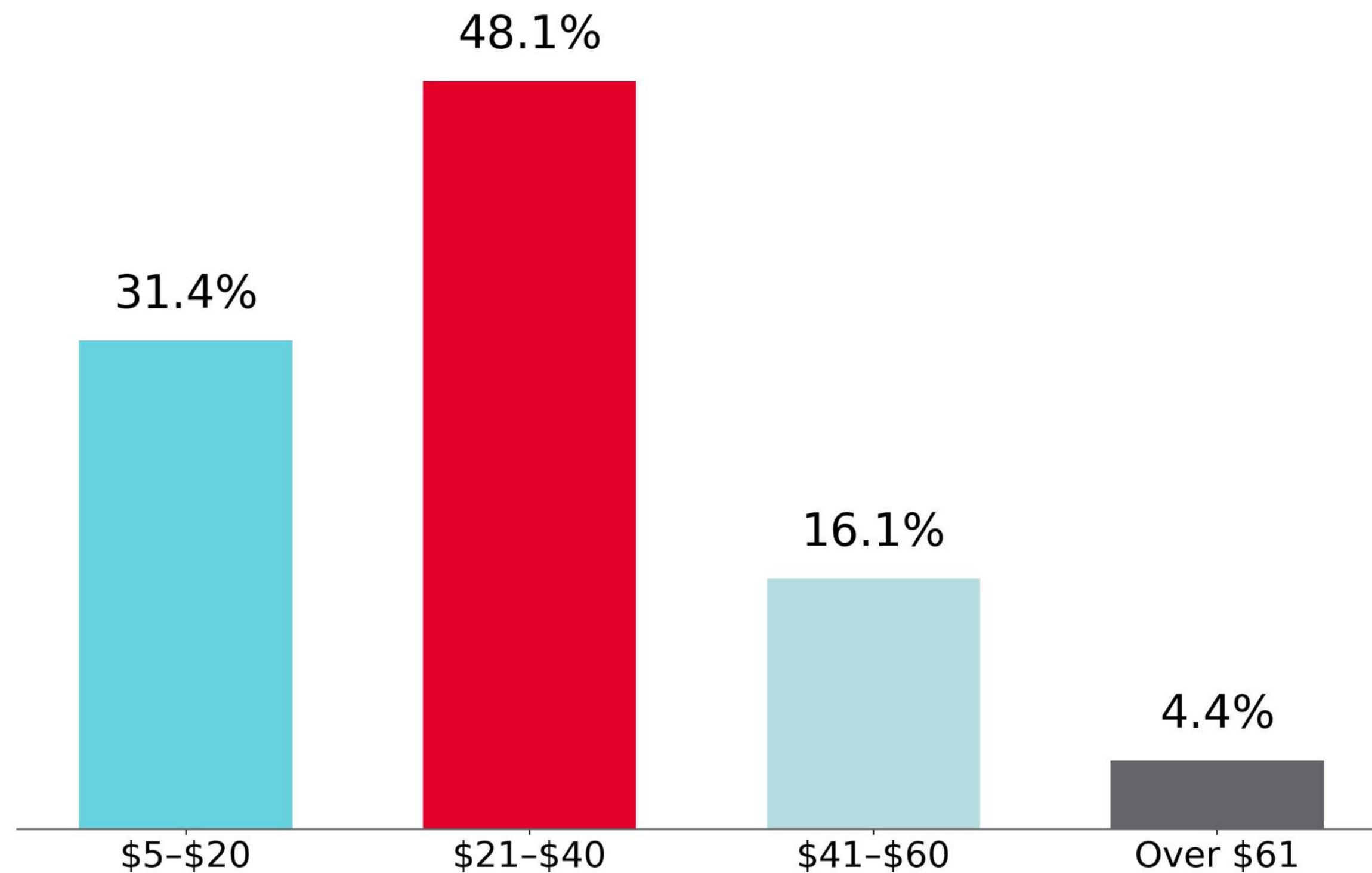
What would make it easier for you and/or your family to access a community center?



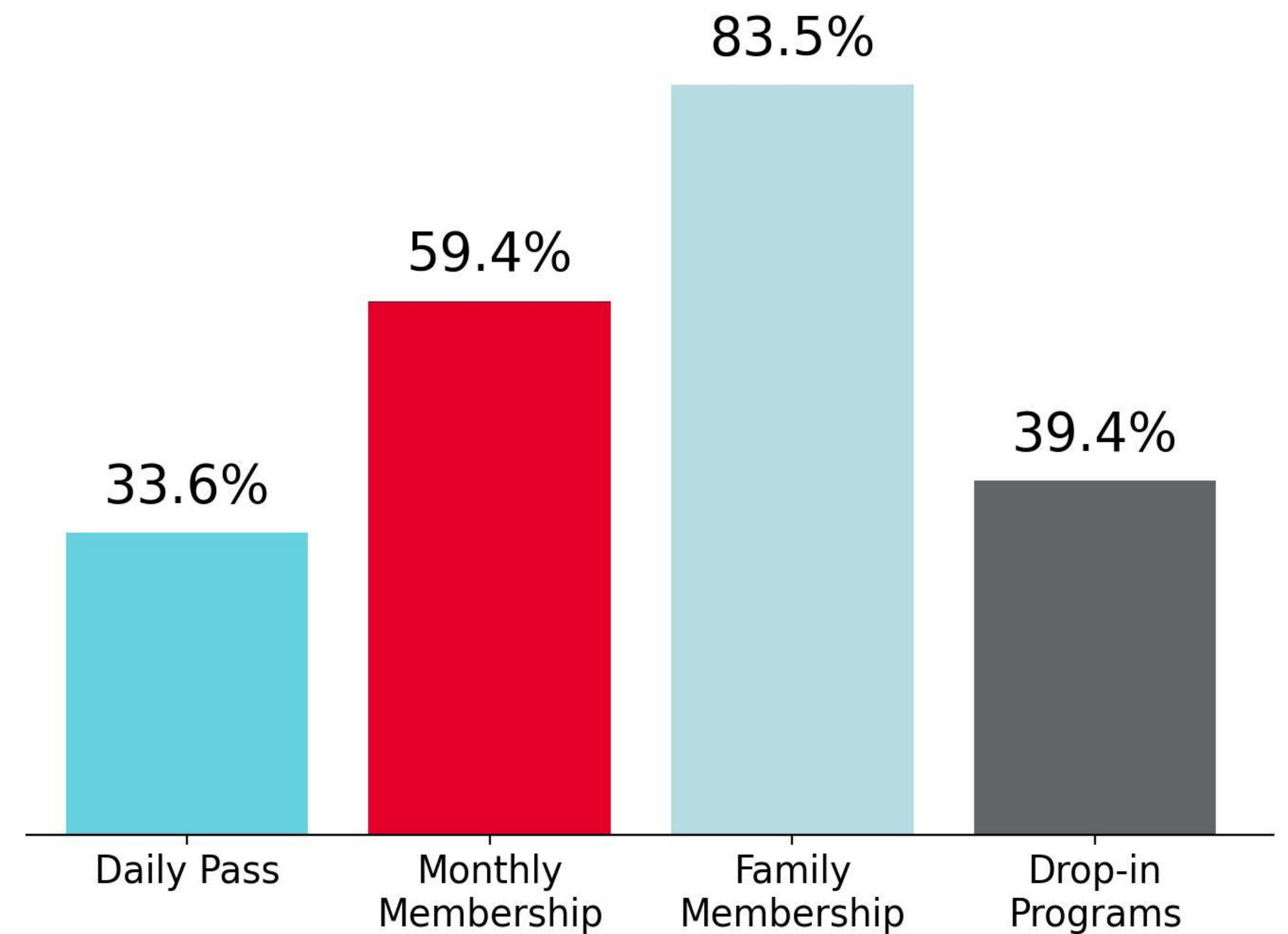
Respondents overwhelmingly prioritized **location and proximity**, preferring the center be **close to home, within Sunbury or nearby areas**, and reachable within **10–15 minutes by car**. **Ample parking, easy road access, and avoiding heavy traffic** were also key concerns, while **affordability and flexible hours** were mentioned as secondary factors.

Membership cost and type

How much would you be willing to pay for a monthly membership (for an individual)?



What type of memberships or program options would you be interested in?



What concerns do you have about the funding for the project?

The overwhelming dominant concern expressed by respondents is **taxes and affordability**. While many people support the idea of a community center in principle—and some are very enthusiastic—support is highly conditional on **how it is funded, how much it costs residents, and whether it becomes an ongoing tax burden**.

At the same time, there is strong agreement that **Sunbury and surrounding areas are underserved** and that a community center could provide real value if done carefully, transparently, and affordably.

Community Identified Guiding Principles

Survey feedback revealed several consistent priorities for a potential community center:

1. Close the Access Gap

Many residents lack nearby recreation options and must drive 20–35 minutes to existing facilities. Proximity is a major factor in participation.

2. Keep It Affordable and Inclusive

Affordability was one of the strongest themes. Residents want resident discounts, sliding-scale or scholarship options, senior-friendly pricing, and programs accessible to families of all income levels.

3. Serve All Ages

There is strong support for a multigenerational center that intentionally serves children and teens, adults and families, seniors, and individuals with disabilities.

4. Focus on Core Amenities

Aquatics—especially an indoor lap pool and family-friendly pool options—were the most requested feature, alongside fitness equipment, courts, and group wellness programs.

5. Plan for Growth

Residents want a facility sized for future population growth, built with durability in mind, and informed by lessons from successful peer communities.

6. Choose Location Carefully

Location should balance access, traffic impacts, safety, and proximity to growth areas, schools, trails, and other community assets.

7. Fund Transparently and Sustainably

There is strong interest in clear oversight, long-term operational sustainability, and exploring partnerships and grants to limit tax burden.

8. Reflect Sunbury's Character

The center should strengthen community identity and feel welcoming, practical, and aligned with Sunbury's small-town character.

GROUP ACTIVITY



GROUP ACTIVITY OBJECTIVES

Obtain feedback on the Community's preference for the right **balance of program amenities** and **overall project size and cost**

Understand the Community's **priorities** for programs and amenities

Project size will be used to help determine **site selection** criteria

BENCHMARKING

“SMALL”



**LINDEN
COMMUNITY
CENTER**

50,000 SF

“MEDIUM”



**DELAWARE
COMMUNITY
CENTER YMCA**

72,000 SF

“LARGE”

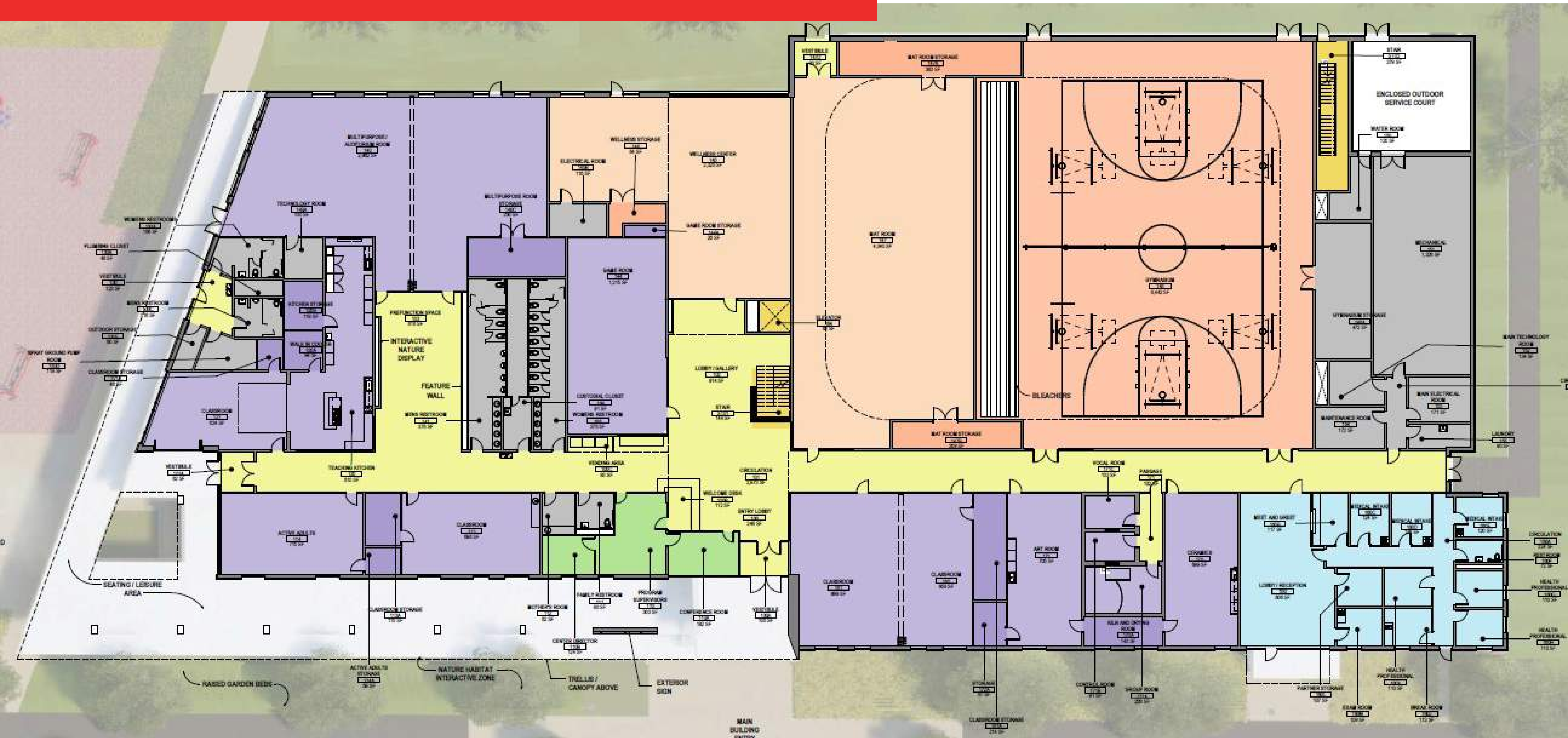


**WESTERVILLE
COMMUNITY
CENTER**

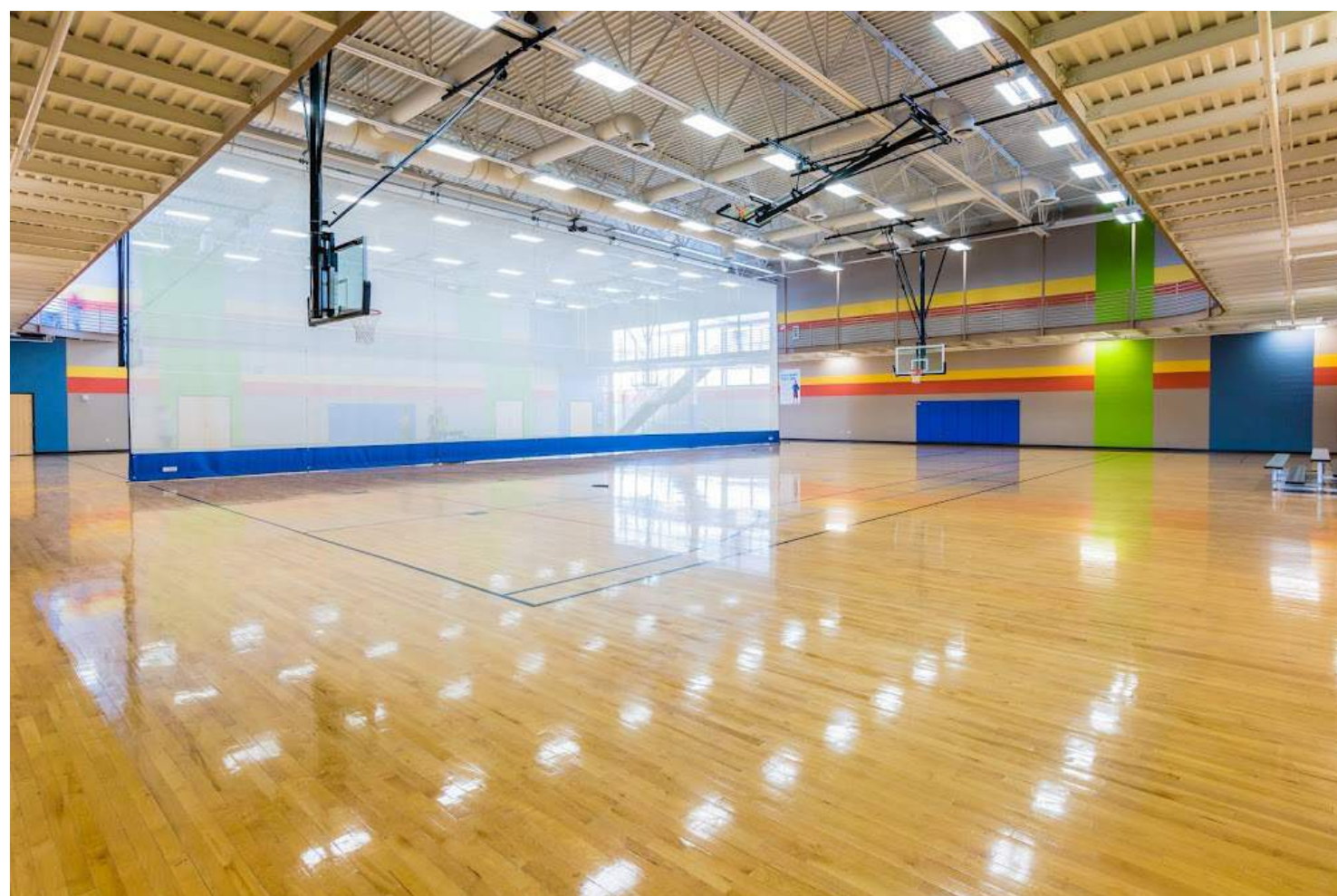
145,000 SF

Linden Community Center

50,000 Square-Foot Facility



Delaware Community Center YMCA



BRANCH AMENITIES

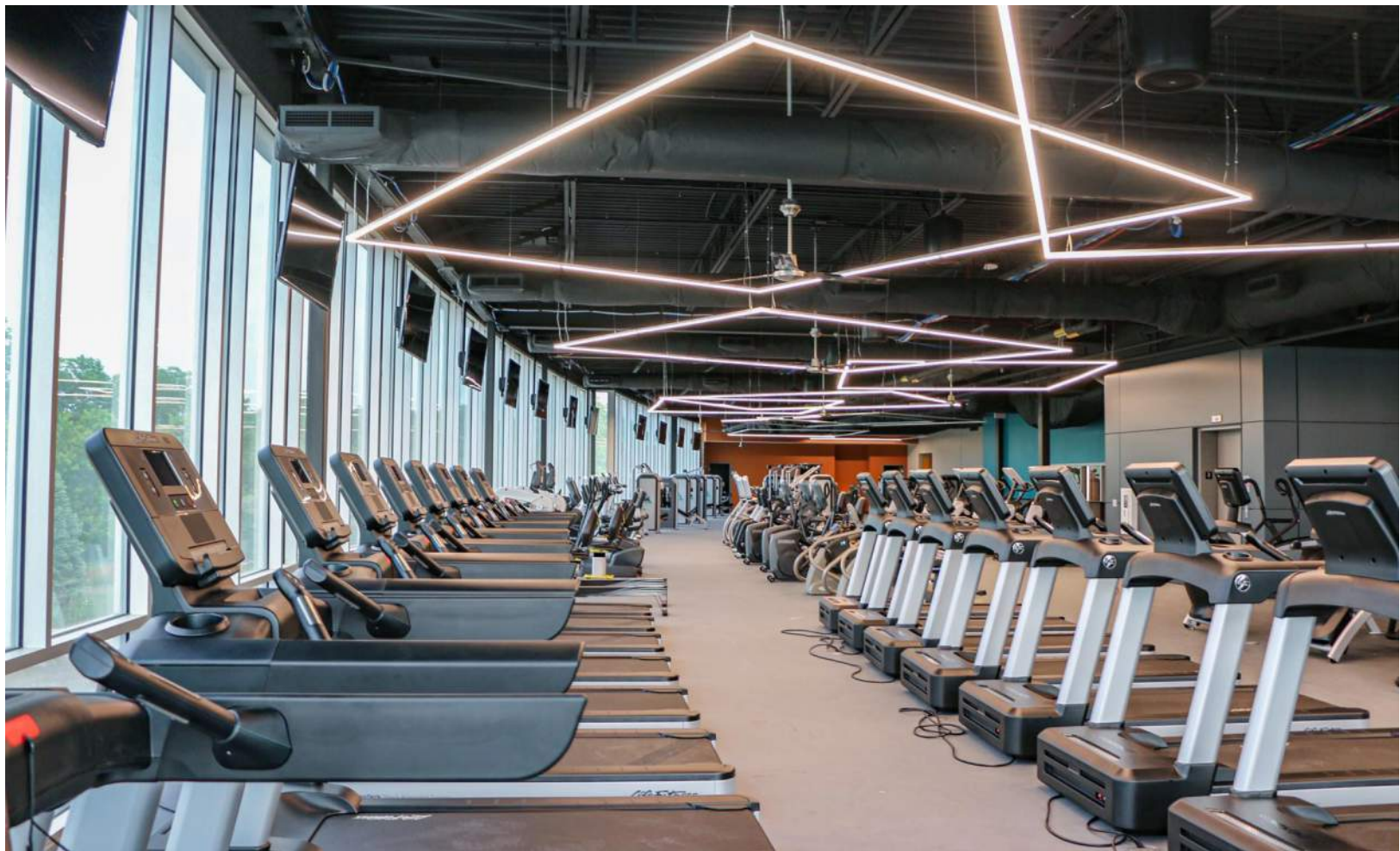
- | | | |
|---|---|---|
|  Indoor Pool |  Child Watch/Kids Time |  Basketball Courts |
|  Hot Tub |  Strength Equipment |  Indoor Cycling |
|  Family Changing Rooms |  Party Room Rental |  Aerobics Studio |
|  Cardio Equipment |  Sauna |  Boxing Bags |
|  Indoor Track |  Baby Pool/Splash Pad |  Indoor Pool Slide |

Westerville Community Center

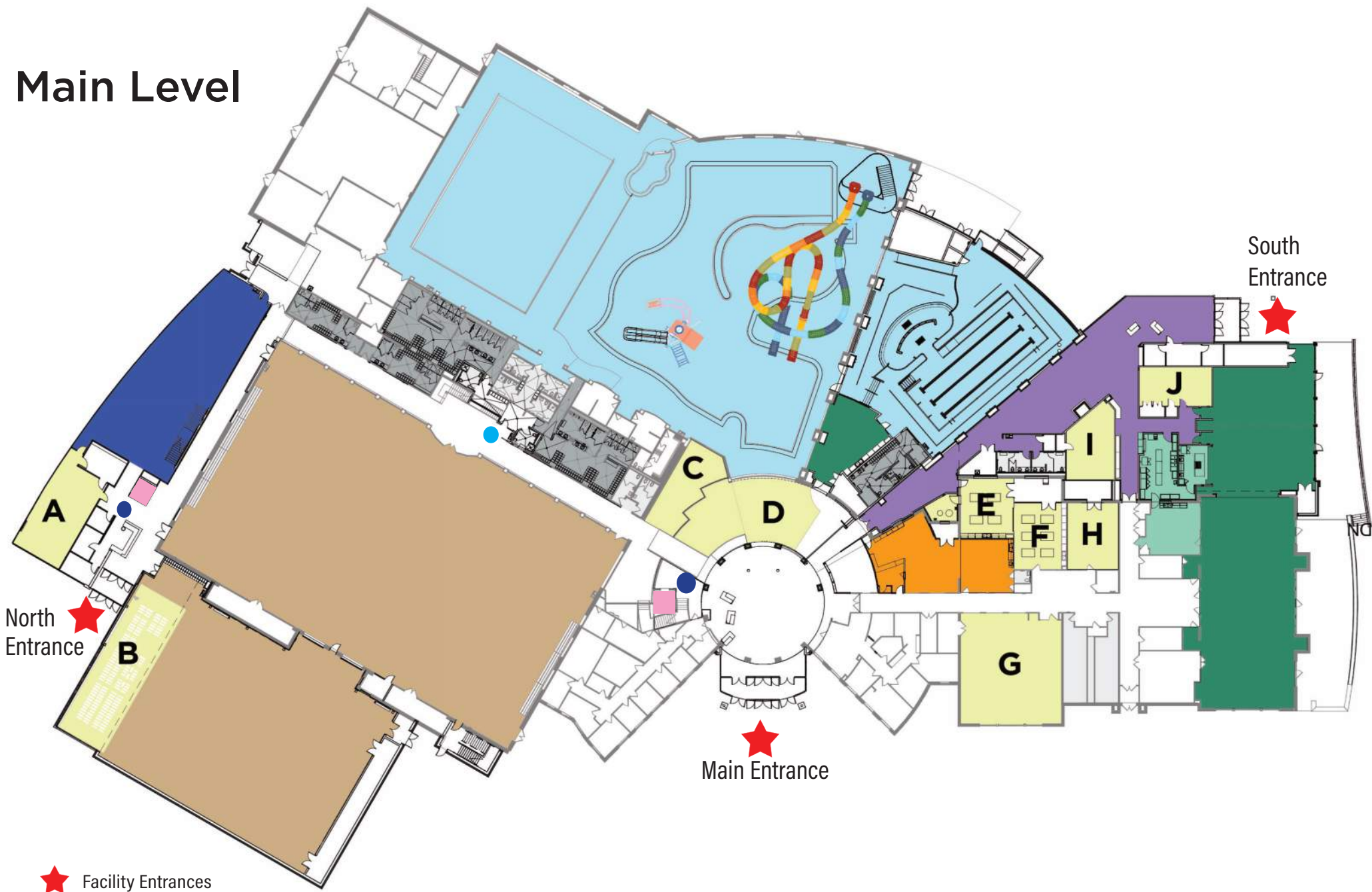
145,000 Square-Foot Facility



Westerville Community Center FACILITY MAP



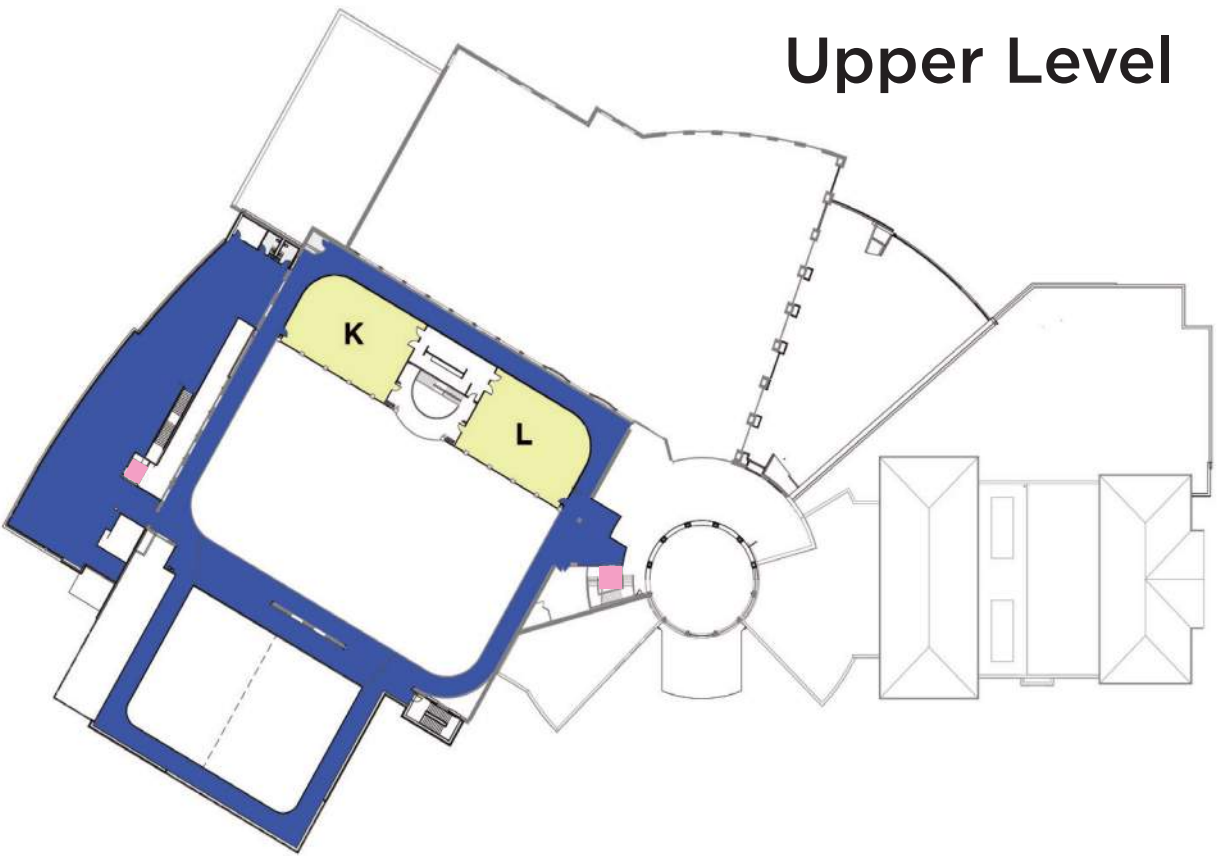
Main Level



- ★ Facility Entrances
- Fitness/Track Area Entrances
- Indoor Pool Entrance

- A North Group Fitness
- B Adventure Gym
- C Climbing Wall
- D Indoor Playground
- E Ceramics
- F Crafts
- G South Group Fitness
- H ESports
- I Senior Center Billiards
- J Classroom
- K Group Fitness
- L Yoga/Aerobics
- Sprouts Childcare Room
- Multipurpose/Party Rooms
- Kitchens/Demo Kitchen
- Gymnasium/MAC Gym
- Fitness/Track
- Indoor Pool Complex
- Locker Rooms/Restroom
- Restrooms
- Elevator
- Senior Center Social Area

Upper Level



Group Activity Process

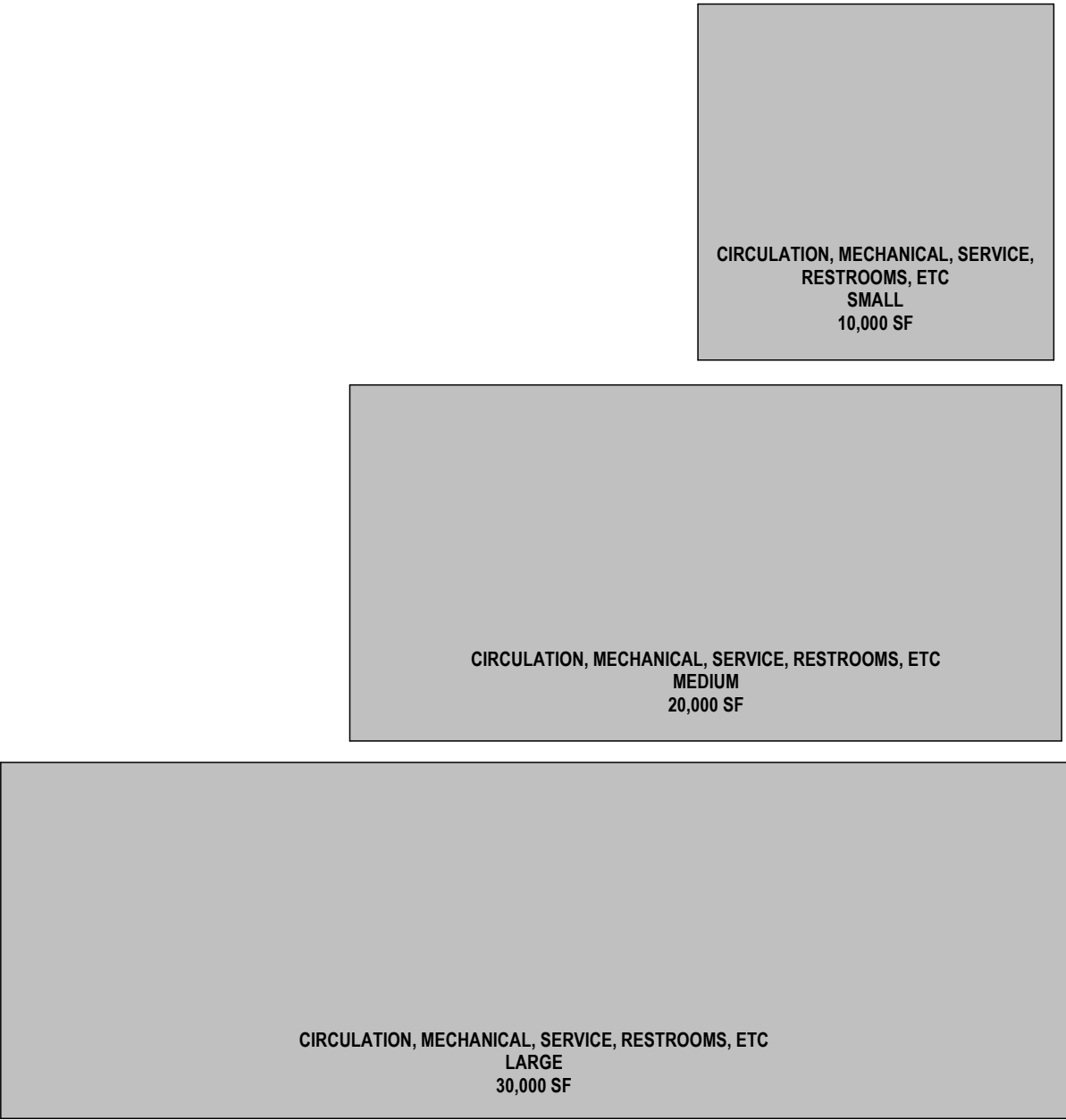
Process:

- Divide into groups
- Each group will work together to determine preferred project size
- Each group will work together to determine priority of programs and amenities, placing program pieces on scaled project footprint size
- All projects will need to include Circulation, Mechanical, Service, Restrooms, etc. based on project size

Programs and Amenities

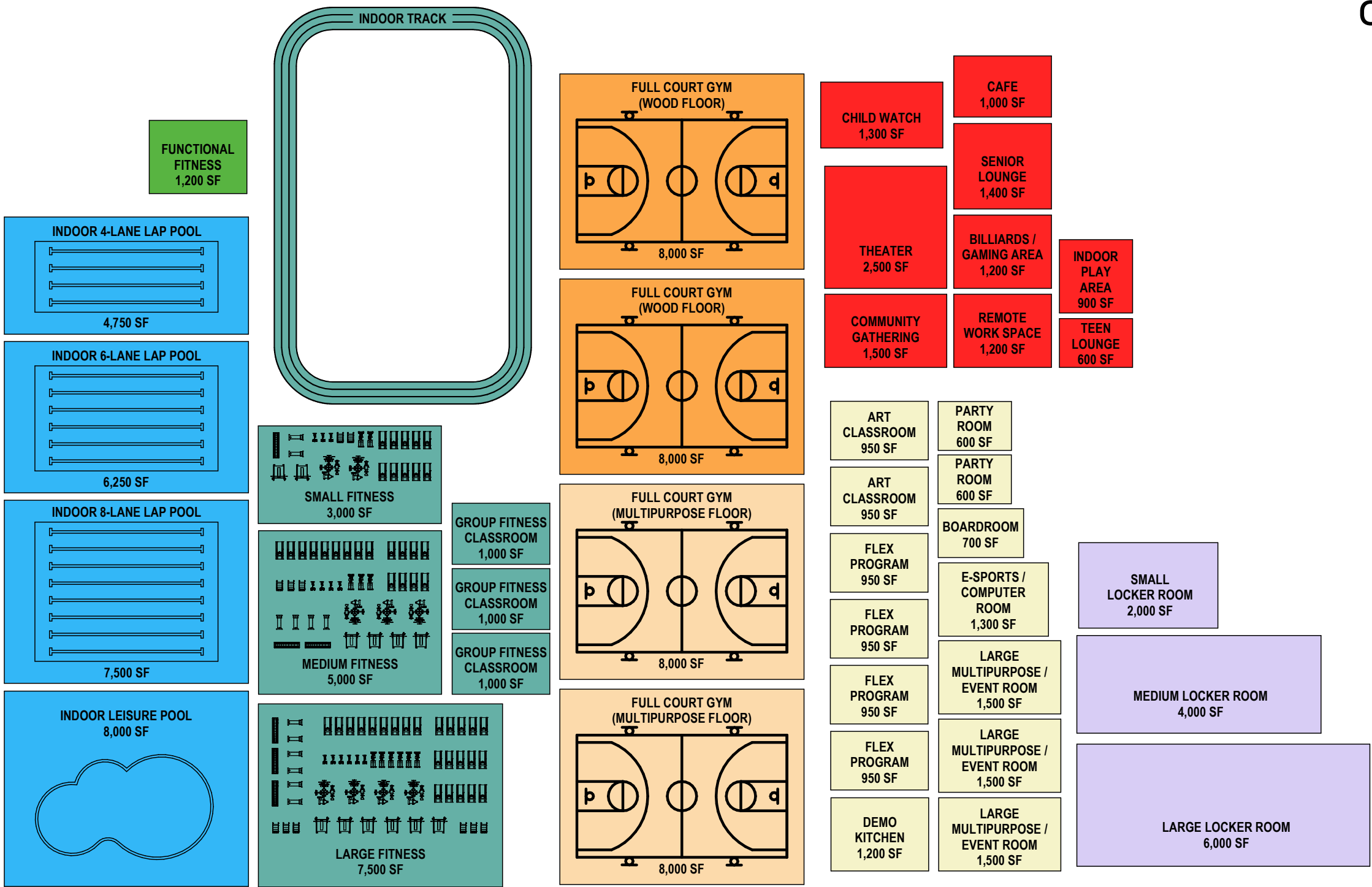
Must Include

Circulation, Mechanical, Service, Restrooms, Etc



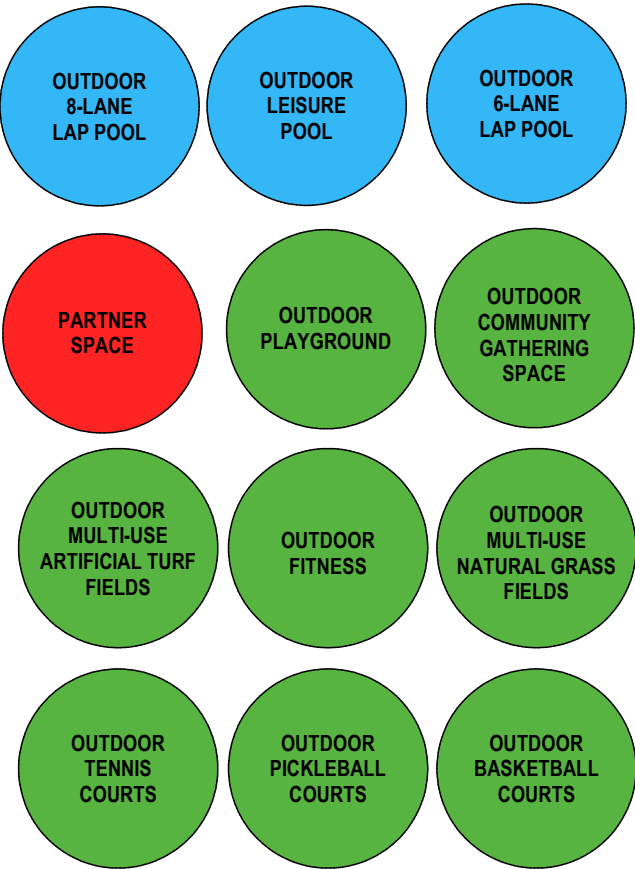
Program and Amenities

Choose your priority programs and amenities



Exterior or Partner

Optional items that will not contribute to the building size in this exercise



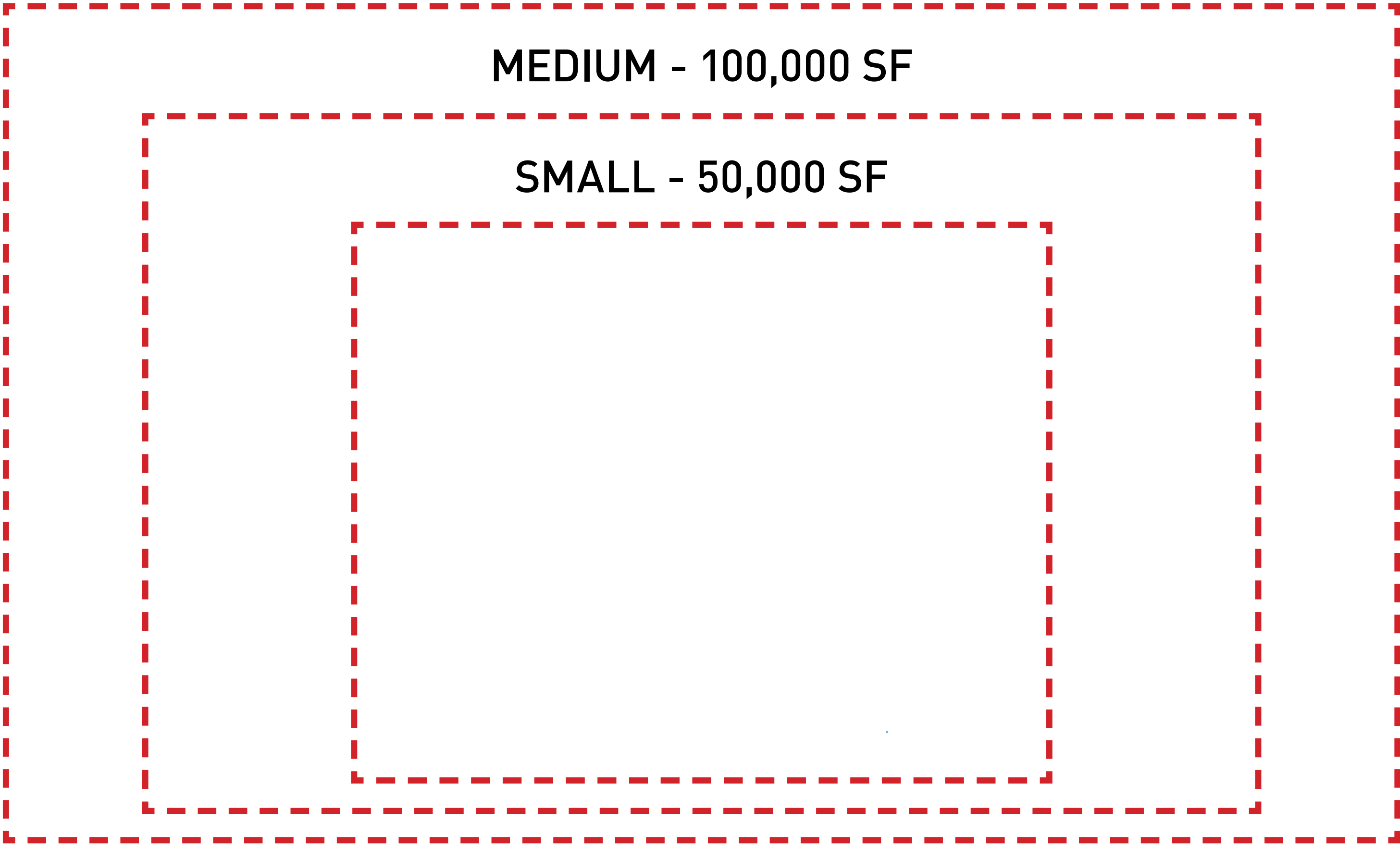
AQUATICS FITNESS GYM PROGRAM OUTDOOR OTHER CIRCULATION, MECH. , RESTROOMS, ETC SUPPORT SPACE

Building Size

LARGE - 150,000 SF

MEDIUM - 100,000 SF

SMALL - 50,000 SF



Group Activity Example

NEXT STEPS

Group Activity Reporting

Online Community Survey #2
Mid-February

Community Engagement Workshop 03:
Anticipated March/April

RESOLUTION NO. 2026.05

A RESOLUTION APPROVING PAVEMENT MANAGEMENT GROUP RELATING TO ENGINEERING PAVEMENT ASSESSMENT AND MANAGEMENT SERVICES

WHEREAS, the City of Sunbury has identified the need for pavement assessment and pavement management services related to its annual streets' improvement program;

WHEREAS, Pavement Management Group has provided a written proposal for professional pavement assessment and pavement management services; and

WHEREAS, council specifically wishes to determine this proposal to be in compliance with Article IX paragraph 9.02 (F) of the Charter of the Sunbury; and

WHEREAS, Council now wishes to authorize the City Manager, the Director of Law, and the Director of Finance, as required, to execute said proposal.

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

SECTION I: Council hereby approves the proposal of Pavement Management Group for pavement assessment and pavement management services relating to its annual street improvement program. A copy of said proposal is attached hereto as Exhibit "A".

SECTION II: The City Manager, the Director of Law, and Director of Finance are hereby authorized to execute the proposal as required and any other related or necessary documents consistent with this legislation, provided that the proposal shall be in substantially in the form presented to this Council, with such changes not inconsistent with this Resolution as shall be agreed to by the Director of Law, and Director of Finance with the execution by the City Manager, the Director of Law, and Director of Finance constituting conclusive evidence of such approval.

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

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

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

VOTE ON SUSPENSION OF THE RULES

YEAS

NAYS

VOTE ON RESOLUTION 2026.05

YEAS

NAYS

PASSED: _____

Joseph St. John, Mayor

ATTEST:

Alyssa Graziano, Clerk of Council

CERTIFICATION

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

Alyssa Graziano, Clerk of Council



YOUR PAVEMENT MANAGEMENT PROPOSAL

Prepared For:
City Of Sunbury, OH

Date: 01/26/2026



DATA-DRIVEN DECISIONS TODAY, BETTER ROADWAYS TOMORROW™

YOUR PAVEMENT MANAGEMENT PROPOSAL

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YOUR PAVEMENT MANAGEMENT PROPOSAL

II. Introduction

Carla Odebralski
Director of Planning & Engineering
City Of Sunbury, OH
9 E. Granville Street
Sunbury, OH 43074

Dear Carla,

Pavement Management Group (PMG) is a pavement management professional services firm headquartered in Heath, Ohio, founded in 2017 and led by Founder & CEO James Golden, who brings 28 years of industry-specific expertise. Today, PMG proudly supports more than 100 clients nationwide. We're pleased to present this comprehensive pavement management proposal for the City Of Sunbury, OH.

At PMG, we understand the challenge of maintaining roadway infrastructure while balancing limited budgets and high community expectations. Our mission is simple: to make pavement management smarter, data-driven, and cost-effective.

Through our turnkey solution, PMG efficiently manages your **75 lane mile** pavement network by combining advanced condition assessment methodologies, proven industry expertise, and our proprietary RoadINsights™ platform. The result is clear, actionable insights—without the burden of complex software, lengthy contracts, or expensive equipment.

Our services include detailed pavement condition assessments, strategic maintenance recommendations, and customized budget scenarios that help you optimize resources, extend pavement life, and plan confidently for the future.

The PMG Guarantee



We stand behind every project with our unwavering commitment to clarity, accuracy, and integrity. PMG guarantees a pavement management program that is data-driven, defensible, and deliverable—empowering better decisions, maximizing budgets, and improving roadway conditions for the communities you serve.

On behalf of the entire PMG team, thank you for the opportunity to support your community's long-term infrastructure planning and management goals.

James Golden
President & CEO

A handwritten signature in black ink that reads "James Golden III". The signature is fluid and cursive, with the last name "Golden" being more prominent.

YOUR PAVEMENT MANAGEMENT PROPOSAL

III. Scope of Services

Project Kickoff and Management

Together, we'll begin the project with a virtual kickoff meeting to ensure complete alignment on scope, timeline, and deliverables. This session establishes a clear roadmap for smooth execution, defines key milestones, and provides an opportunity to address any initial questions—ensuring all stakeholders are informed and aligned from day one. To successfully initiate your project, PMG requires the following files (*New Projects Only*):

- **Street Centerline Shapefile and Municipal Boundary Shapefile**
- **Previous Inventory with PASER Ratings**

These files are typically available through your internal GIS team, engineering consultant, or county GIS department. Within your Street Centerline Shapefile, please include (or create) a field identifying the streets under your maintenance and repair responsibility. This step is critical, as it forms the foundation of your roadway inventory and pavement management database.

Pavement Network Inventory

A successful pavement management program relies on a strong foundation — an accurate, well-organized roadway inventory. For this project, PMG will review, validate, and update your existing Street Centerline Shapefile and inventory to ensure it aligns with PMG's proven pavement management standards. In many cases, existing GIS inventories are incomplete, outdated, or missing key pavement management attributes. We will also review your previous data sets from prior projects for inventory alignment.

VIDEO LINK	ROAD NAME	SECTION	FROM	TO	LENGTH	WIDTH	AREA	RANK	SURFACE	LANES
WICKLOW LN 01	WICKLOW LN	01	DENEEN AVE	TARRYTON CT	425	24	10,200	RESIDENTIAL	ASPHALT	2
WICKLOW LN 02	WICKLOW LN	02	TARRYTON CT	FOX RUN PL	551	24	13,224	RESIDENTIAL	ASPHALT	2
WICKLOW LN 03	WICKLOW LN	03	FOX RUN PL	CUL-DE-SAC N	533	24	12,792	RESIDENTIAL	ASPHALT	2
WILLOW BROOK DR 01	WILLOW BROOK DR	01	WYANDOT WOODS BLVD	WYNDHAM PL	844	24	20,256	RESIDENTIAL	ASPHALT	2
WILLOW BROOK DR 02	WILLOW BROOK DR	02	WYNDHAM PL	WYANDOT WOODS BLVD	823	24	19,752	RESIDENTIAL	ASPHALT	2
WINDING BROOK LN 01	WINDING BROOK LN	01	BRITTON LN	HICKORY HILL CT	350	24	8,400	RESIDENTIAL	ASPHALT	2
WINDING BROOK LN 02	WINDING BROOK LN	02	HICKORY HILL CT	HIDDEN CREEK DR	373	24	8,952	RESIDENTIAL	ASPHALT	2
WINDING BROOK LN 03	WINDING BROOK LN	03	HIDDEN CREEK DR	BROOKHURST DR	497	24	11,928	RESIDENTIAL	ASPHALT	2
WINESAP LN 01	WINESAP LN	01	ANNE RD	APPLE RIDGE CT	214	23	4,922	RESIDENTIAL	ASPHALT	2
WINESAP LN 02	WINESAP LN	02	APPLE RIDGE CT	GRANNY SMITH LN	278	23	6,394	RESIDENTIAL	ASPHALT	2
WINESAP LN 03	WINESAP LN	03	GRANNY SMITH LN	MACINTOSH LN	311	23	7,153	RESIDENTIAL	ASPHALT	2
WINESAP LN 04	WINESAP LN	04	MACINTOSH LN	APPLE KNOLL LN	314	23	7,222	RESIDENTIAL	ASPHALT	2
WINESAP LN 05	WINESAP LN	05	APPLE KNOLL LN	DEAD END N	189	23	4,347	RESIDENTIAL	ASPHALT	2
WINSTON LN 01	WINSTON LN	01	DOVERDALE DR	SANDS AVE N	872	23	20,056	RESIDENTIAL	ASPHALT	2
WM GROTH DR 01	WM GROTH DR	01	S MAIN ST	DAVIS DR	494	23	11,362	RESIDENTIAL	ASPHALT	2
WOODCREST DR 01	WOODCREST DR	01	HAMILTON MIDDLETOWN RD	HAMILTON MIDDLETOWN RD	1,016	19	19,304	RESIDENTIAL	ASPHALT	2
WOODGATE CT 01	WOODGATE CT	01	CUL-DE-SAC W	HOLLY TREE DR	581	23	13,363	RESIDENTIAL	ASPHALT	2
WOODLAND CT 01	WOODLAND CT	01	CUL-DE-SAC W	OAKLAWN DR	500	24	12,000	RESIDENTIAL	ASPHALT	2
WOODSDALE DR 01	WOODSDALE DR	01	TAM-O-SHANTER WAY	RUSTIC CT	246	24	5,904	RESIDENTIAL	ASPHALT	2

[Click Here](#) to See an Example of our Standardized Pavement Network Inventory

YOUR PAVEMENT MANAGEMENT PROPOSAL

PMG's team will:

- Carefully examine your current GIS and Inventory data
- Identify missing, inconsistent, or inaccurate fields
- Update and supplement those attributes
- Ensure your roadway network is fully pavement-management-ready

This organized GIS database becomes the cornerstone of your pavement management program—supporting accurate condition assessments, meaningful analytics, and strategic long-term planning for your roadway network. Once PMG completes the updated inventory, we will provide a comprehensive spreadsheet of all inventory data along with an accompanying GIS map for your review.

This review stage allows you to confirm accuracy and identify any roadways that should be added or removed before finalization. Once you are satisfied that the inventory fully reflects all roadways under your maintenance responsibility, you will provide approval for PMG to proceed to the next phase: **Onsite Video Capture**.

Onsite Video Capture

PMG conducts 1080p high-definition video capture of all pavement sections to support a fully data-driven pavement management approach. This footage forms the foundation for automated distress identification and condition assessment within the RoadINsights™ platform, where users can seamlessly access, analyze, and verify real-world pavement conditions.



[Click Here](#) to View an Example of our High Definition Streaming Video

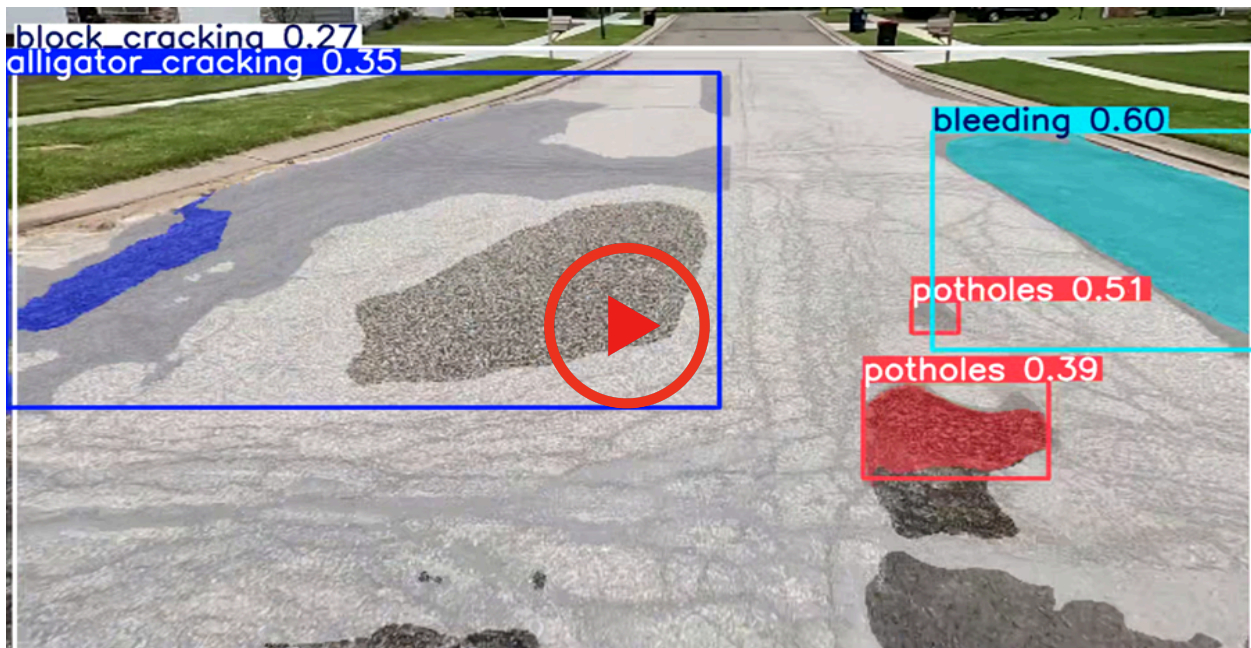
YOUR PAVEMENT MANAGEMENT PROPOSAL

Each video is geo-located, time-stamped, and searchable by street name or address, allowing staff to instantly stream footage with exceptional clarity and transparency. PMG's process is efficient, accurate, and non-disruptive—captured safely at or below posted speeds with no traffic control or lane closures required.

Before deployment, PMG's Project Manager coordinates all vehicle and operator details with your staff to ensure smooth communication with internal teams, law enforcement, and the public. This transparent approach keeps the survey safe, compliant, and aligned with your agency's expectations.

Condition Assessment

PMG conducts a detailed pavement condition assessment for every section under your maintenance responsibility. Using AI-powered distress detection combined with ASTM D6433-compliant analysis, we identify, classify, and quantify all visible distresses, assigning severity and extent to calculate each section's Pavement Condition Index (PCI) on the standardized 0–100 scale.



[Click Here](#) to Watch an Example of our Automated ASTM Distress Recognition

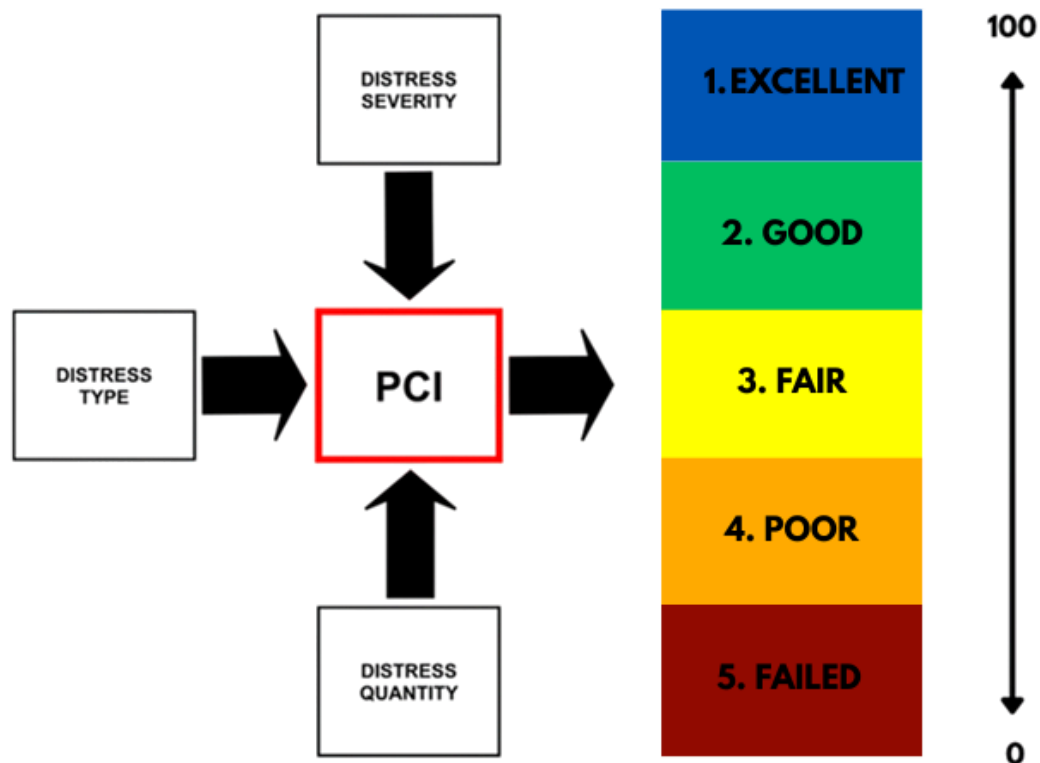
Unlike AI-only solutions, PMG pairs advanced technology with expert human review. Every assessment undergoes strict QA/QC by our pavement specialists to ensure accuracy, consistency, and ASTM compliance across your entire network.

YOUR PAVEMENT MANAGEMENT PROPOSAL

The result is a reliable, data-driven foundation for planning maintenance and rehabilitation, minimizing costly surprises, extending pavement life, and maximizing every budget dollar.

And for complete transparency, each section's PCI is backed by streaming, geo-located video within RoadINsights™, enabling your team to visually verify conditions and confidently communicate findings to stakeholders.

PMG will also review the previous PASER ratings during this phase to develop a correlation between historical PASER and current PCI values.



Example of how ASTM Distress Data Creates PCI and Condition Categories

Project Completion, Client Success & Support

At PMG, a successful project means more than delivering data—it means ensuring your team has the tools, information, and confidence to manage your pavement network effectively. Our structured close-out and support process provides a smooth transition from project delivery to ongoing success, with continued access to your data, resources, and technical assistance from PMG's dedicated team. Your final deliverables include:

YOUR PAVEMENT MANAGEMENT PROPOSAL

- **RoadINsights™ Web/GIS Platform** – A centralized, interactive dashboard with HD video streaming, analytics, treatment qualifications, and map-driven planning tools. All data is securely stored and easily accessible for viewing, downloading, and long-term management.
- **Dedicated Shared Google Drive** – A secure, organized repository containing all project files, reports, and videos for convenient team access.
- **Final Project Report** – Delivered in PDF and through RoadINsights™, professionally designed to help your agency communicate findings and next steps to boards, councils, and stakeholders.
- **Final Inventory & Condition Data** – Provided in both Excel and GIS shapefile formats for compatibility with internal systems and future updates.

Following delivery, PMG facilitates a formal close-out meeting to walk your team through all materials in RoadINsights™, ensuring comfort with accessing, interpreting, and applying the data for planning, budgeting, and project development.

After project completion, support transitions to your dedicated Client Success Manager (CSM), who remains your ongoing point of contact for:

- Guidance on navigating and using RoadINsights™ features and reports
- Assistance if the platform appears offline, inaccessible, or not performing as expected
- Coordination with PMG's technical team for any confirmed software or data issues
- Support in requesting proposals for future annual projects upon contract expiration

PMG's Client Success Team ensures your platform remains reliable and fully functional so your staff can confidently use the system for daily decision-making, planning, and reporting. Our goal is to provide structured, proactive support that empowers your organization to independently manage your pavement data—while knowing PMG's expertise is always just a call or email away.

YOUR PAVEMENT MANAGEMENT PROPOSAL

IV. RoadINsights™: Annual License, Features, and Support Services

The RoadINsights™ Annual License provides continuous access to PMG's advanced pavement management platform and ongoing data maintenance over the two-year contract term. This ensures your pavement management program remains accurate, active, and aligned with your community's evolving maintenance and rehabilitation needs.

As part of this agreement, PMG performs an annual update to incorporate completed maintenance and repair activities into your system. By keeping your data and analysis current, PMG helps your organization confidently make informed, data-driven decisions year after year.



[Click Here](#) to Access and Demo our RoadINsights™ Dashboard

YOUR PAVEMENT MANAGEMENT PROPOSAL

RoadINsights™ License Features

Your RoadINsights™ license provides full access to all pavement data, HD video, and analytical tools in a single, intuitive web-based platform designed for municipalities. The platform allows your team to review, analyze, and plan roadway maintenance with accuracy and transparency.

Key platform capabilities include:

- **Complete Data Access** – View and analyze all collected pavement condition data, including streaming 1080p high-definition video, PCI scores, distress details, and historical records.
- **Detailed Measurements** – Instantly access roadway lengths, widths, areas, surface types, and classifications to support precise evaluations and project planning.
- **Historical Data Comparison** – Evaluate changes in pavement condition over time to measure the impact of completed maintenance and treatment strategies.
- **Annual Work History Updates** – PMG incorporates your annual maintenance and repair projects directly into RoadINsights™, tracking changes by year and treatment type.

Work History Integration

Each year, PMG provides a structured Excel work history template for your team to record all completed maintenance and repair activities. This includes project details such as location, work type, date, and associated condition changes.

Once submitted, PMG updates your database, GIS shapefiles, and RoadINsights™ platform with this information—keeping your program accurate and reflective of real-world maintenance activity. These updates are performed once annually, typically at the beginning of each year, incorporating the previous year's work history.

Client Success & Annual Program Review

PMG complements the RoadINsights™ Annual License with structured client success and support services to ensure your pavement management program remains accurate, active, and aligned with your community's goals. Each year, your Client Success Manager leads an Annual Program Review via Microsoft Teams to evaluate progress, confirm that RoadINsights™ reflects recent maintenance activities, and discuss upcoming goals, priorities, or changes in your roadway network. During this review, PMG can also provide on-demand budget-driven funding scenarios and assist in qualifying roadways for optimized treatments upon request.

YOUR PAVEMENT MANAGEMENT PROPOSAL

Beyond the annual review, PMG's Client Success Team remains available year-round to support your use of the RoadINsights™ platform. This includes guidance on navigating reports and features, assistance with accessibility or performance issues, and coordination with PMG's technical specialists for any confirmed platform or data-related needs.

This structured and proactive approach ensures your pavement management program continues operating smoothly—keeping your data accurate, your platform reliable, and your team confident in making informed, data-driven decisions.

V. Specialized Consulting and Support Services

As part of the two year agreement with PMG, the City will receive access to specialized consulting and support services designed to enhance the value and effectiveness of its pavement management program. These services are provided throughout the duration of the engagement to support evolving needs, strategic decision making, and long term program success. The following services are available on an **on demand, as requested** basis.

Treatment Qualification

PMG will collaborate with City staff to identify the maintenance and repair strategies the City has historically used or plans to implement, forming a customized maintenance and repair decision framework. This framework is organized into five treatment categories: Rejuvenation, Preventive Maintenance, Preservation, Structural, and Rehabilitation.

Using standardized condition assessment values and practical industry expertise, PMG aligns recommended treatments with those applicable to the City's roadway network and local market. Actual bid history, contracts, and current pricing are reviewed in coordination with local contractors to establish accurate unit costs for each treatment type.

The result is a clear, section level understanding of current treatment needs and associated costs across the entire network. Each roadway segment is assigned a recommended treatment and cost, all of which are integrated into the RoadINsights™ platform. This provides City leadership with a concise, data driven view of where investments are needed, which treatments are most appropriate, and the financial implications to support confident planning and budgeting decisions.

Budget/Target Driven Scenarios

PMG develops targeted, data driven budget scenarios aligned with the City's performance goals and financial priorities. These scenarios provide clear, objective insight into the funding required to maintain or improve the roadway network over time.

YOUR PAVEMENT MANAGEMENT PROPOSAL

PMG's budget scenarios focus on defining the annual investment needed to implement recommended treatments and achieve specific average network conditions over a five year planning horizon. By evaluating the current condition of the network and aligning it with desired outcomes or budget constraints, PMG delivers practical, actionable funding scenarios.

Typical scenarios include defining the annual funding required to maintain the current average Pavement Condition Index, ensuring conditions do not decline, as well as the annual funding required to improve the network to a targeted average PCI aligned with long term infrastructure goals.

These scenarios support informed planning and transparent communication with residents, elected officials, and other stakeholders. By clearly illustrating the relationship between funding levels, treatment strategies, and network performance, PMG enables confident decision making that balances near term needs with long term roadway sustainability.

Presentations

PMG will provide one annual presentation to City leadership, boards, or other designated stakeholders via a virtual meeting platform. This presentation will summarize roadway conditions, recommended maintenance and repair strategies, budget scenarios, and key insights from the pavement management program. The goal is to clearly communicate current conditions, future needs, and funding implications in a concise, decision focused format to support informed discussion and confident planning.

VI. Project Planning and Coordination

Upon contract execution, PMG will schedule a project kickoff call to align expectations, confirm scheduling, and review the scope, timeline, deliverables, and any municipal or seasonal factors that may influence fieldwork. This ensures all stakeholders are informed and fully prepared for project launch.

Projects of this size are typically completed within **60 days**. During the kickoff, your Project Manager will provide a detailed project timeline outlining milestones, deliverable dates, and dependencies. PMG's advanced project management system supports transparent coordination by offering real-time visibility into progress, schedule updates, and key milestones.

Throughout execution, clients have 24/7 access to a summarized dashboard displaying completed tasks, upcoming work, and any timeline adjustments. Should delays or changes occur, your Project Manager will communicate updates promptly with revised timelines and next steps—ensuring the project stays on track, on budget, and fully visible from kickoff to close-out.

YOUR PAVEMENT MANAGEMENT PROPOSAL

VII. Invoicing and Terms

PMG issues invoices on a monthly basis to accurately reflect project progress and completed deliverables. The **first invoice**, totaling **50% of the overall project value**, will be **issued during the Project Kickoff and Management phase** to initiate project coordination, field scheduling, and data acquisition planning. Subsequent invoices will follow monthly as work advances, ensuring billing remains fair, transparent, and aligned with the measurable progress achieved throughout the project.

Accepted payment methods include **check, electronic or ACH transfer**. All invoices are due **NET 30** days from the date of receipt, unless otherwise specified in writing.

In the event payment is not received within the **NET 30 period**, PMG reserves the right to apply a **1.5%** monthly service charge (18% annually) on overdue balances and to temporarily suspend project activity or system access until the account is current.

All deliverables—including reports, datasets, and access to the RoadINsights™ platform—remain the property of Pavement Management Group until full payment for the associated phase or milestone has been received. Upon full completion of the project and receipt of final payment, all ownership rights to the delivered project data transfer to the client in full.

The use and access of the RoadINsights™ platform, including the streaming of HD video and data analytics, is restricted to the client organization and its authorized personnel. Sharing platform dashboards, HD video streams, or data access with outside consultants, contractors, or third parties is strictly prohibited without prior written authorization from PMG.

If third-party access is needed—for example, to allow consultants or engineering firms to use PMG's platform or video data to support additional work products—clients may contact PMG's Client Success Team to request additional user licenses. These licenses are available upon approval and may include an additional access fee depending on scope and duration.

PMG maintains open and proactive communication regarding billing, project progress, and platform access. Should any questions arise, our Client Success Team is available to review invoices, clarify milestones, and ensure a smooth, transparent process from kickoff through completion.

YOUR PAVEMENT MANAGEMENT PROPOSAL

VIII. Contract Period & Renewal

This agreement will remain in effect for a **two-year** term, beginning on the date of your signed contract and Purchase Order issuance.

The contract encompasses all services and deliverables outlined in this proposal, including the RoadINsights™ Annual License, data updates, and client support services.

At the end of your contract term, this agreement may be renewed for an additional term upon mutual consent, allowing the client to continue benefiting from uninterrupted access to the RoadINsights™ platform, maintenance updates, and support services.

Prior to renewal, PMG will issue a new proposal reflecting the then-current market pricing, available services, and platform enhancements. This ensures both parties have the opportunity to review and agree to updated terms that reflect evolving technology, service levels, and budget considerations.

PMG will provide advance notice prior to the end of the contract term to discuss renewal options and confirm continuity of services.

YOUR PAVEMENT MANAGEMENT PROPOSAL

IX. Project Pricing and Professional Services Execution

The following pricing reflects the complete scope of services, deliverables, and support outlined in this proposal and for a full **two-year term**. PMG provides a transparent, milestone-based billing structure to ensure accountability and clarity throughout the project. Pricing is valid for 90 days from the date of this proposal; any adjustments beyond that period may reflect updated market conditions or service enhancements.

To move forward, please review the pricing table and complete the form below electronically. Once submitted to your PMG sales representative, the signed form will constitute your acceptance of the pricing, terms, and scope of services contained herein and will finalize execution of the contract so the project can be scheduled for Kickoff. If you have any questions prior to signing, our team is available to assist and ensure complete clarity before project initiation. Your proposal and pricing quoted is valid for **60 days**.

Project Services	Unit price (Miles/Years)	Quantity (Miles/Years)	Amount
Streets - Pavement Management: Turn-Key Scope	\$200.00	75	\$15,000.00
RoadINsights: Annual License & Support	\$2,500.00	2	\$5,000.00
Specialized Consulting and Support	\$5,000.00	1	\$5,000.00

Total Investment: \$25,000.00

Purchase Order Number:

Signature:

Date:



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 _____, 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 Ordinance passed at the meeting held on _____, 2026, of the City of Sunbury, County of Delaware, State of Ohio.

Alyssa Graziano, 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 _____, 2026 (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*”, which Parcel has since been subdivided into two parcels as depicted on **EXHIBIT B** and referred to herein as the “*Primary Parcel*” and the “*Secondary 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 grant to the City of a public right-of-way easement 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 determined to 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. 2025.36 on _____, 2026;

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 \$284,020.17 (the “*Cost of the Kintner Parkway Extension*”), with the details of such estimated costs being included herewith on **EXHIBIT C**.

(c) Kintner Parkway Right-of-Way Easement Granted to City; No Encumbrances. The Developer agrees to grant to the City a perpetual right-of-way easement for the portion of the Parcel for the construction, maintenance repair and operation of the Kintner Parkway Extension and for all customary public roadway purposes including all public and quasi-public utilities, on, over and across a 60 +/- foot strip of land across lands owned by the Developer, all as reflected on **EXHIBIT D** (the “*Right-of-Way Easement*”). The Right-of-Way Easement 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 Right-of-Way Easement 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 Right-of-Way Easement. The Right-of-Way Easement shall be granted on or before March 1, 2026 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 the Right-of-Way Easement is granted 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. Filing of Form DTE 24 Relating to the Parcel. The Parties acknowledge and agree that the City filed with the Delaware County Auditor on December 16, 2025 a Form DTE 24 relating to the Primary Parcel and as of the Effective Date, the City has not received a letter of determination from the Ohio Department of Taxation regarding that filing. The City agrees that promptly following receipt of such letter of determination, the City will notify the Developer. The Parties further agree that a Form DTE 24 relating to the Secondary Parcel will not be filed until that Secondary Parcel is developed.

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: _____, 2026

Dana Steffan, Director of Finance
City of Sunbury, Ohio

SUNBURY DEVELOPMENT LLC

By:_____

Printed:_____

Title:_____

EXHIBIT A
TIF ORDINANCE

[Attached]

EXHIBIT B

DEPICTION OF SUBDIVIDED PARCELS

[Attached]

EXHIBIT C

COST OF THE KINTNER PARKWAY EXTENSION

[Attached]

EXHIBIT D

RIGHT OF WAY EASEMENT

[Attached]

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

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

that

Sunbury Development, LLC, an Ohio limited liability company,

hereinafter called GRANTOR, for valuable consideration paid, grants to the

City of Sunbury

an Ohio municipal corporation, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said Grantee, its successors and assigns, and other persons using the same for the benefit of the Grantee, a perpetual right-of way easement for construction, maintenance repair and operation of a public roadway and for all customary public roadway purposes including all public and quasi-public utilities, on, over and across a 60 +/- foot strip of land across lands owned by the Grantor, as further shown on Exhibit "A", attached hereto. Grantor and Grantee acknowledge construction of the roadway across the easement area has been performed by Grantor pre-conveyance. Grantee shall commence maintenance, repair and operation of the public roadway for all customary public roadway purposes immediately upon acceptance.

To have and to hold said easement unto the Grantee, its successors and assigns, forever, subject to the provisions contained herein.

Grantee, for itself, and its successors and assigns, covenants with Grantor, its successors and assigns, that it will assume liability for, and pay and indemnify save harmless Grantor, its successors and assigns, from any against any and all damages, losses, claims, demands and suits

which Grantor, successors and assigns, may sustain by reason of the negligent use of said easement by Grantee, successors, assigns, licensees, guests, invitees, agents, or employees.

Grantor further acknowledges the intention to dedicate and plat the right-of-way easement area described on exhibit "A" in the future and on behalf Grantor its successors and assigns, covenants with Grantee, its successors and assigns, to execute any required documents, including a plat of dedication upon request of Grantee.

Executed this ____ day of _____ 2025.

Sunbury Development, LLC, an Ohio limited liability company

By: _____
Tim Newman, Managing Member

STATE OF OHIO
COUNTY OF DELAWARE: ss

BE IT REMEMBERED, the foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Tim Newman, Managing Member of Sunbury Development, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

November 7, 2025

RIGHT OF WAY EASEMENT OVER PARCEL 41713101007005

Situated in the City of Sunbury, County of Delaware, and State of Ohio, and being a part of Farm Lot 6, Section 1, Township 4, Range 17, United States Military District, and known as being and easement for Right of Way purposes over and through lands conveyed to Sunbury Development LLC, who claims title by instrument 2025-00021352 of the Delaware County records;

Beginning in the southerly line of land conveyed to The Board of Education of the Big Walnut School District, who claims title by instrument recorded in volume 1623 page 2742 of the Delaware County Records, and the northeast corner of land conveyed to Sunbury Development LLC, who claims title recorded in instrument 202500021352 of the Delaware County Records, and referenced by an iron pin capped "The Keingers Group" found 0.53' East and 0.32 feet North;

Thence S.3°43'23"W., along the easterly line of said land conveyed to Sunbury Development LLC, 269.46 feet to the principal point of beginning;

Thence S.3°43'23"W., continuing along said easterly line Sunbury Development LLC (Inst.202500021352) and along the easterly line of land conveyed to Sunbury Development LLC who claims title by instrument 202500026507 of the Delaware County Records, 60.01 feet to an angle point in said easterly line of Sunbury Development LLC (202500026507);

Thence N.85°17'41"W., 250.00 feet to a point;

Thence N.4°42'19"E., perpendicular to the previous course, 60.00 feet to a point;

Thence S.85°17'41"E., parallel to the second to the last course and 60 feet distant by normal measure therefrom, 248.97 feet to the principal point of beginning and containing about 14,970 square feet (0.343 acres) of land (0.314 acres of which taken from Sunbury Development LLC,

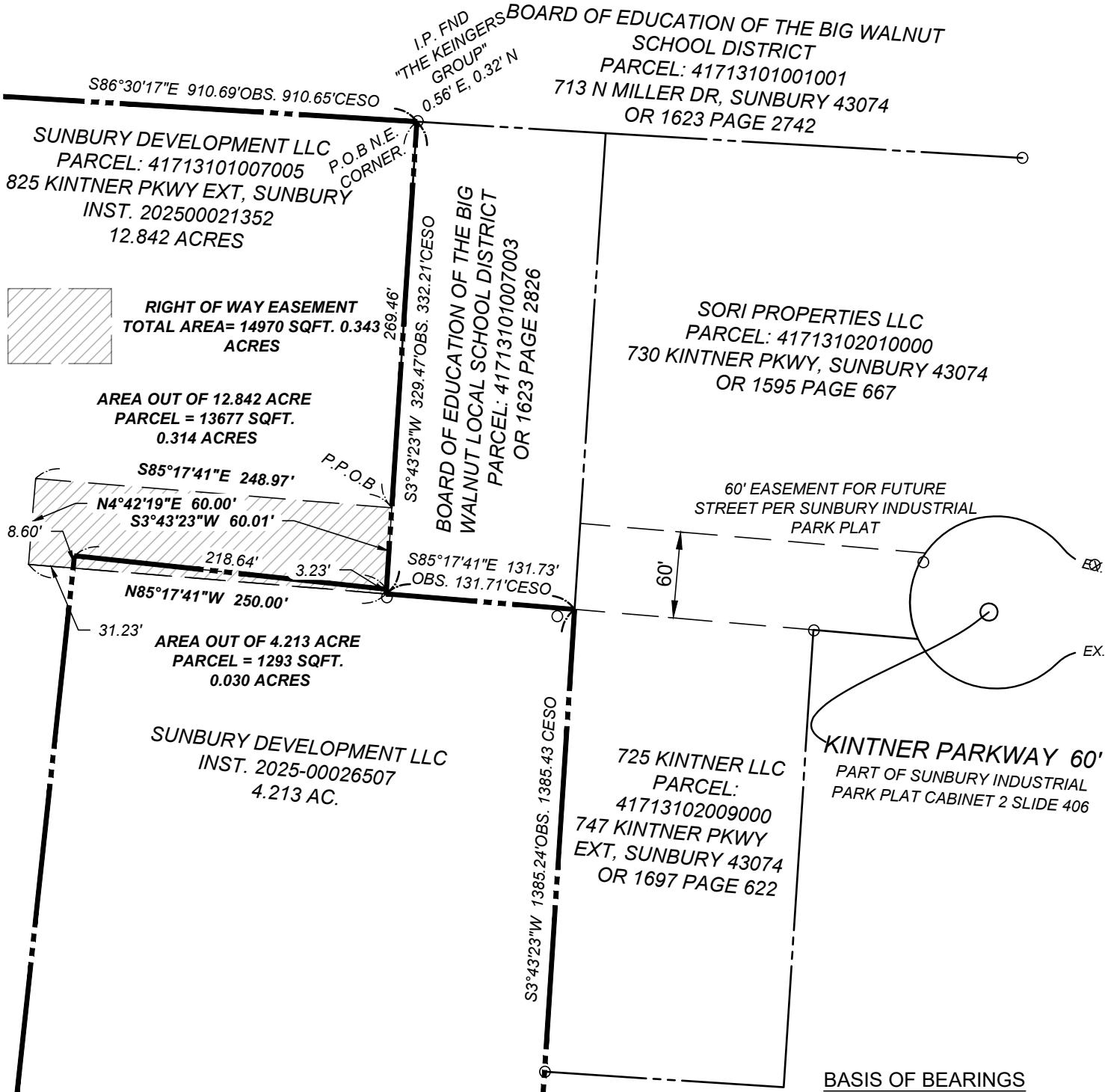
instrument 202500021352 and 0.030 acres from Sunbury Development LLC, instrument 202500026507) as calculated and described from survey in November 2025 by James S Davenport, Ohio Profession Surveyor number 7749 of Verdantas;

Bearings are based upon GPS/RTK observations utilizing the Ohio Department of Transportation's VRS network of continuously Operating Reference Stations.



RIGHT OF WAY EASEMENT

BEING A PART THE CITY OF SUNBURY, COUNTY OF DELAWARE, STATE OF OHIO, AND KNOWN AS BEING PART OF FARM LOT 6, RANGE 17, TOWNSHIP 4, UNITED STATES MILITARY LANDS



NOTES:

- RECORDS SHOWN HEREON ARE FROM THE ASHTABULA COUNTY RECORDER'S OFFICE.
- EASEMENTS AND/OR RIGHT-OF-WAYS WERE NOT ADDRESSED DURING THIS SURVEY OTHER THAN SHOWN HEREON.
- THIS IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY.

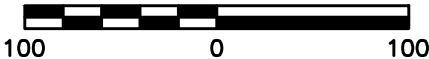
CERTIFICATION:

I HEREBY CERTIFY THAT THIS EXHIBIT DEPICTS THE CORRECT REPRESENTATION OF THE EASEMENT AS DETERMINED FROM EXISTING RECORDS & MINIMAL FIELD SURVEY WORK. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY AND DOES NOT MEET THE STANDARDS OUTLINED AND DEFINED BY CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE.

DATE

JAMES S DAVENPORT
OHIO REGISTRATION/LICENSE NO. 7749

SCALE IN FEET



**RIGHT OF WAY EASEMENT OVER
PARCEL 41713101007005
0.343 AC.**

EASEMENT EXHIBIT

PROJECT NO.

24000719

DISCIPLINE

SURVEY

JSD

SHEET

1

OF

1

ORDINANCE NO. 2021.52

AUDITOR
DELAWARE COUNTY, OHIO
FILED

2021 DEC -3 AM 11:08

GEORGE KAITSA
AUDITOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. Open Meetings. This City Council finds and determines that all formal actions of this City Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Council or any of its committees and that all deliberations of this City Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

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

VOTE ON ORDINANCE NO. 2021.52

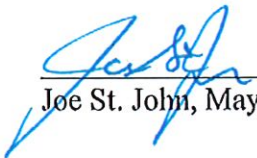
YEAS

6

NAYS

0

PASSED: December 1, 2021


Joe St. John, Mayor

ATTEST:


Kathy Belcher, Clerk of Council

CERTIFICATE

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


Kathy Belcher, Clerk of Council

EXHIBIT A

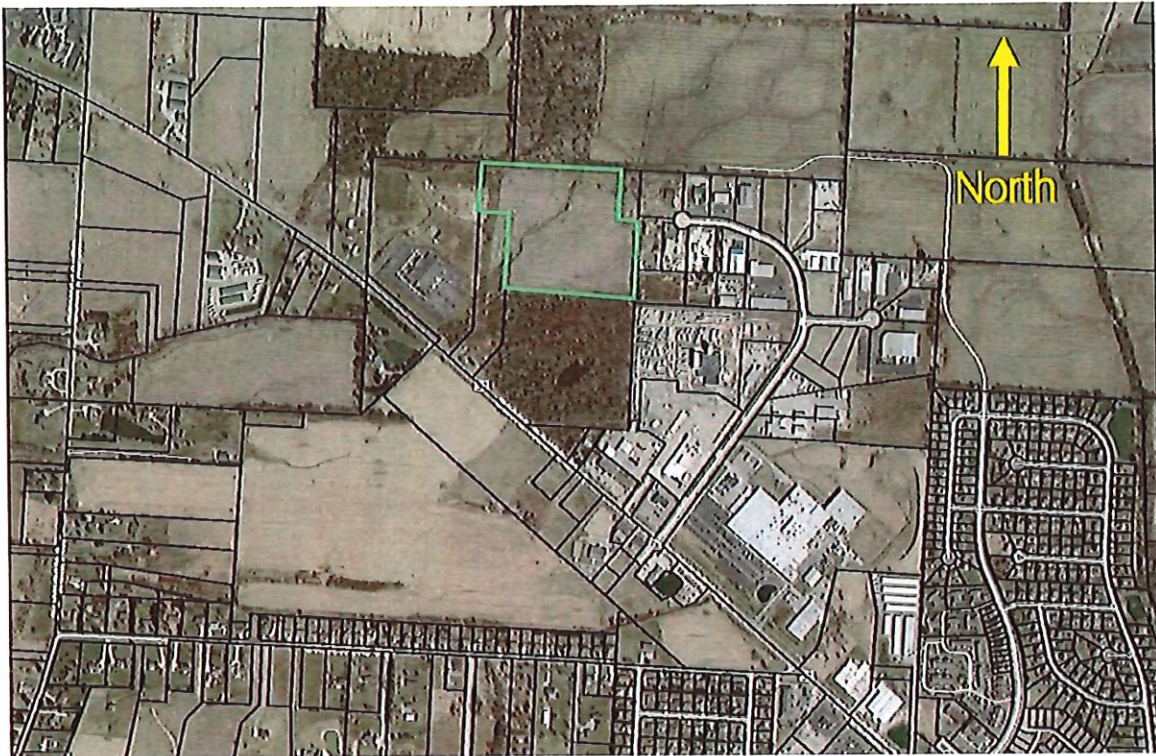
IDENTIFICATION AND MAP OF THE PARCEL

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

EXHIBIT "A"

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

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



No Scale

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

November 9, 2021

To: Board of Education of the Delaware Area Career Center

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

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

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

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

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

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

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

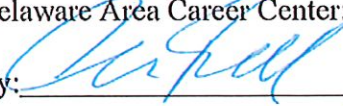
Sincerely,

By: 

Name: Steven R. Pyles

Title: Administrator

Receipt Acknowledged by the
Delaware Area Career Center:

By: 

Name: Christopher Bell

Title: Treasurer

Attachment: Proposed TIF Ordinance (Revised)

November 10, 2021

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

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

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

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

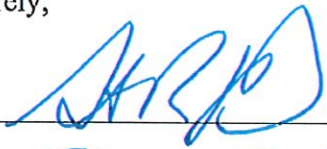
Estimate of the True Value in Money of the Improvements: \$2,300,000.00.

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

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

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

Sincerely,

By: 

Name: STEVEN R. PYLES

Title: Administrator

Receipt Acknowledged by the
Big Walnut Local School District:

By: 

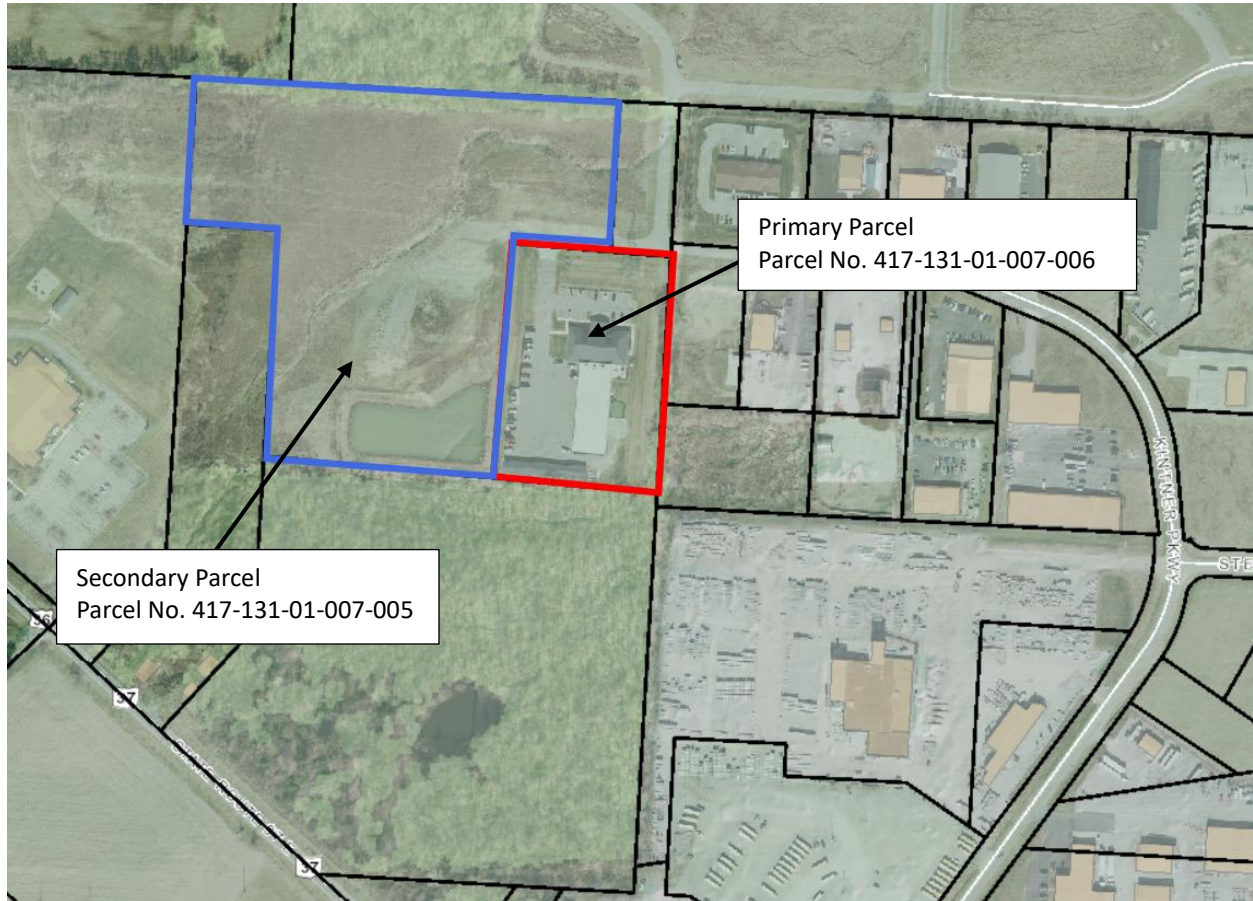
Name: Jeremy J. Buskirk

Title: Treasurer

Attachment: Proposed TIF Ordinance (Revised)

EXHIBIT B

SUBDIVIDED PARCEL



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". The signature is written in a cursive, flowing style.

Ashley Fowler
Senior Project Manager

ORDINANCE NO. 2026.05

AN ORDINANCE PROVIDING FOR THE EMPLOYMENT OF AN ASSISTANT CITY MANAGER, AUTHORIZING THE CITY MANAGER TO EXECUTE AN EMPLOYMENT CONTRACT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Sunbury has provided for the position of Assistant City Manager pursuant to Sunbury Codified Ordinance 127.03; and

WHEREAS, Council hereby wishes to appoint Sean Staneart as Assistant City Manager for a two-year term with an additional option to extend to a third year and authorize the City Manager to enter into an employment contract with Sean Staneart.

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

SECTION I: The appointment of Sean Staneart as Assistant City Manager of the City of Sunbury is hereby approved for a two-year term, with the option to extend to a third year, commencing March 2, 2026.

SECTION II: The City Manager is hereby authorized to enter into an employment agreement with Sean Staneart as and for services as Assistant City Manager, a copy of which is attached hereto as Exhibit “A”.

SECTION III: It is found and determined that all formal actions of this Council concerning and related 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.

SECTION IV: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the citizens of the City of Sunbury, Ohio, to execute said contract immediately and be in force without undue delay and in consideration of applicant’s need to relocate from out of state.

WHEREFORE, this Ordinance shall be in effect from and after its passage.

VOTE ON SUSPENSION OF THE RULES

YEAS

NAYS

VOTE ON THE EMERGENCY

YEAS

NAYS

VOTE ON ORDINANCE 2026.05

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 Ordinance passed at the meeting held on _____, of the City of Sunbury, County of Delaware, State of Ohio.

Alyssa Graziano, Clerk of Council



The Montrose Group, LLC

February 2, 2026

Daryl Hennessy
Assistant City Administrator
9 E. Granville Street, P.O. Box 508
Sunbury, Ohio 43074

Dear Daryl:

At your request, The Montrose Group, LLC (“Montrose”) is pleased to present the City of Sunbury (the “City”) with a professional services agreement for government relations public policy consulting services (“this Agreement”). Montrose looks forward to working with you and will do our best to provide quality consulting services in a responsive, efficient manner. Fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing consulting services. Accordingly, the purpose of this letter is to clarify and confirm these terms and conditions.

Scope of Work. The City of Sunbury is located in Delaware County in Central Ohio. The City of Sunbury has experienced significant growth over the past 20 years. As of the 2020 census, the population of the City of Sunbury is 7,344, up 267% since 2000 when the population was 2,743. The City has been a beneficiary of being in Delaware County which has been the fastest-growing County in Ohio for the past two decades and ranks among the fastest growing counties in the United States. Sunbury is focused on key policy and advocacy issues impacting municipalities in Ohio, as well as project financing opportunities to support infrastructure and “quality-of-life” projects throughout the city. 2026 also begins the next statewide election cycle, which will result with new leadership in the Ohio Governor’s office as well as new Ohio Senate leadership and the end of the 136th General Assembly.

Montrose will perform the following scope of work to assist the city with its government relations advisory services.

City of Sunbury Government Relations Plan: Promote the City of Sunbury focusing on advocacy with the Delaware County Ohio Statehouse delegation, leadership of the Ohio General Assembly, Governor DeWine’s Office, Ohio Department of Development, Ohio Department of Natural Resources, Ohio EPA, and other relevant executive agencies.

City of Sunbury Government Relations Policy: Numerous policies impacting municipalities are being debated in the Ohio General Assembly, including municipal taxation, public pension reform, property tax allocations and reforms, and others impacting municipal independence and operations. Additionally, 2026 is a state of Ohio capital budget cycle year with the potential to support city projects. Montrose will advocate for the City of Sunbury on the above-mentioned policy issues as well as support the city of project funding request, including the Ohio Capital Budget request and qualifying congressionally directed spending request.



The Montrose Group, LLC

Capital Budget: Montrose will continue to assist the City of Sunbury on their state of Ohio capital budget project to invest in public park space within the city.

General State Public Policy Issues: Police & Fire pension reform remains on the priority public policy list, which can have significant impacts on the city. This issue along with municipal tax reform remain the primary focus of the advocacy efforts for 2026. Additionally, changes to the way a municipality can defer the “inside millage” associated with the local property tax is another advocacy goal for the calendar year.

Biennial Operating Budget: Formulate policy priorities for the next State of Ohio biennial operating budget specific to Forest Park’s funding and infrastructure needs in preparation for its introduction in 2027.

Project Financing Advocacy: Montrose will work with the City of Sunbury to identify project financing opportunities including future Congressionally Directed Spending Request, state of Ohio grant opportunities and future state capital budget funding.

Professional Undertaking. Tim Biggam, Director of Government Relations and Dave Robinson, Principal, will have primary responsibility for this project. Other professionals may be added to the assignment. As Montrose is a consulting firm, this representation will not include any legal services. We understand that our representation will be of the City as an entity, and not of its members, managers, or officers. We will look solely to you for instructions regarding both the consulting services to be performed, as well as the resolution of any issues that may arise in the course of such services.

Confidentiality. Montrose acknowledges that all Work Product, including, developed ideas, concepts, know-how, knowledge, techniques, tools, approaches, and methodologies which may be reflected in any presentations, reports, or other deliverables, provided by Montrose in connection with this agreement, including all work-in-progress are confidential and proprietary to the City and may be disclosed only with the express permission of the City. Montrose agrees that all information of the City received by Montrose during or through Montrose’s performance under this agreement shall be considered confidential information of the City. The obligations of Montrose under this section shall survive the termination of this Agreement.

Government Relations Advisory Consulting Fees. The City shall pay Montrose a monthly fee of \$4,000.00 to provide government relations advisory consulting services under the terms and conditions set forth herein (“Retainer Fee”). Montrose is not entitled to, and shall not be paid, any additional costs or expenses under this Agreement, other than the Retainer Fee, and pre-approved expenses, for services performed under this Agreement. This term of this Agreement shall begin on the date executed below and end one year later unless terminated earlier by the City. The City may terminate this Agreement at any time, for any reason or no reason at all, upon 30-days’ written notice to Montrose. Montrose shall send the City an invoice, which details the work that Montrose performed the previous month, who from Montrose performed the work, and when the work was performed, by the 10th of each month.



The Montrose Group, LLC

Compliance with Laws. Montrose shall comply with and be bound by all applicable laws and regulations, including but not limited to laws and regulations relating to the payment of commissions, ethical business conduct, and anti-corruption. Montrose hereby represents and warrants that neither it nor any of its employees nor anyone else acting on its behalf has made, nor will they make, directly or indirectly, any payment, loan, or gift (or any offer, promise, or authorization of any such payment, loan or gift) of any money or anything of value to or for the use of any private businessmen, commercial organization or foreign officials.

General. This agreement supersedes all prior oral and written communications between the City and Montrose and may be amended, modified, or changed only in writing when signed by both parties. No term of this agreement will be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. Both parties each acknowledge that it may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm, or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond reasonable control. This agreement shall be governed by and construed by the laws of the State of Ohio without giving effect to conflict of law rules. If any portion of this agreement is found invalid, such finding shall not affect the enforceability of the remainder hereof, and such portion shall be revised to reflect the parties' mutual intention. This agreement shall not provide third parties with any remedy, cause, liability, reimbursement, claim of action, or other right in law or in equity for any matter governed by or subject to the provisions of this agreement.

Conclusion. We are pleased to have the opportunity to provide consulting services to the City of Sunbury. We request that you review this letter carefully and, if they comport with your understanding of our respective responsibilities, please let us know.

Very truly yours,

David J. Robinson, Principal
Montrose Group, LLC

I hereby agree to the terms and conditions of this agreement on behalf of the City of Sunbury and agree to the fee:

Daryl Hennessy
City Administrator

Date

PROPOSAL



PARK ENTERPRISE CONSTRUCTION CO., INC.

560 BARKS RD. W.

MARION, OHIO 43302

tklingel@parkemail.com

Contact: Tim Klingel 740-341-8174

Phone: 740-223-7275

Fax: 740-223-0039

Customer:

City of Sunbury

Job Name:

Sunbury Storm 212 Otis St.

Contact:

Jacob Stockmaster

Date:

January 21, 2026

Phone:

Wage:

standard

Tax:

excluded

Email:

Proposal #

26157

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Mobilization	1.00	LS	2,461.42	2,461.42
1140	Remove 15" Storm Pipe	180.00	LF	18.55	3,339.00
5266	Install 15" N-12 Storm	180.00	LF	57.74	10,393.20
5700	Install 12"X12" NDS Plastic Catch Basin	1.00	EA	1,201.02	1,201.02
5915	6" Tap and Pipe Connection	1.00	EA	983.82	983.82
5925	4" Tap and Pipe Connection	2.00	EA	842.10	1,684.20
7008	Rough Grade Yard At Completion	1.00	LS	858.64	858.64

GRAND TOTAL

\$20,921.30

NOTES:

This Proposal of Park Enterprise Construction Company Co., Inc. ("Park") is expressly conditioned upon the following terms:

Site Specific Bid Notes & Clarifications:

- This proposal is based off information from Jacob Stockmaster email to Blake on January 7, 2026.

Perform work as follows: Mobilize equipment and manpower to site, remove existing 15" RCP storm and dispose off site, install new 15" N-12 plastic pipe, install NDS plastic CB, re-connect existing 6" and 4" storm line into new 15" pipe and rough grade disturbed area.

Excluded Items: This Proposal does not include the following items that the Owner and/or General Contractor are to provide:

- Does NOT include inclement weather work.
- Rock excavation is NOT included.
- Proposal does NOT include import or export of soil unless otherwise noted.
- Field verification of utilities marked by OUPS which are NOT shown on the plans will be done on a time and material basis.
- SWPPP or required inspections are NOT included.
- Job specific permits, fees, compaction testing or inspection costs are NOT INCLUDED.
- Staking and/or layout is NOT included (unless otherwise noted on Proposal).
- Does NOT include weekends, night or overtime.

General Notes:

- Proposal is subject to mutually agreeable scope review and contract terms and conditions.
- If the work of others is performed in conjunction with our work, it must be performed in such a way as NOT to interfere with progress of our work.
- This proposal is based on plans and specifications received, any changes to plans and specifications may result in changes to proposal.